

#241



Instr # 146397 MICHAEL J. GARVIN
Recorded/Filed PLM Atlantic County Clerk
01/03/2001 14:29 Bk 6860 Pg 1 of 9 VIL

Prepared by: 
ERIC D. MANN, ESQUIRE

VILLAGE OF BLUE HERON PINES HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION

RESIDENTIAL UNIT LEASING

WHEREAS, the Village of Blue Heron Pines Homeowners Association, Inc. is a non-profit corporation of the State of New Jersey and is governed by a Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Recording Officer of Atlantic County on August 2, 1995 in Book 5839 of Deeds, at Page 1; and

WHEREAS, Article IV, Section 1 of the By-Laws states: "The property, affairs and business of the Homeowners Association shall be managed by the Board of Directors, which shall have all those powers granted to it by the Certificate of Incorporation, the Declaration, these By-Laws and by law"; and

WHEREAS, Article V, Section 1 of the By-Laws specifically bestows upon the Board of Directors "all of those powers, granted to it or necessarily implied by law or by the Certificate of Incorporation, these By-Laws, or the Declaration"; and

WHEREAS, Pursuant to the authority vested in the Board to promulgate, establish and enforce reasonable rules and regulations concerning the use and occupancy of units and the common facilities.

NOW, THEREFORE, be it resolved on this 28th day of November, 2000, that the Board of Directors of the Village of Blue Heron Pines Homeowners Association does hereby adopt the following policy with regard to leasing of residential units.

9
1/3/2001

1. No owner shall be permitted to lease his or her unit or lot unless the lease is in writing, in a form approved by the Association, and filed with the Association within five (5) days after execution of the lease. Any lease entered into after the effective date of this Resolution that is not properly filed with the Association shall subject the owner to the assessment of fines in the discretion of the Board. Additionally, failure to file a lease shall be grounds for eviction of the tenant as set forth in this policy resolution.

2. All leases shall provide that the lease is subject in all respects to the provisions of the Declaration of Covenants, Conditions and Restrictions, By-Laws and Rules and Regulations of the Village of Blue Heron Pines Homeowners Association. All leases shall provide that any failure by the tenant to comply with the terms of the Association documents shall be a default under the lease and shall subject the tenant to eviction as provided in this Resolution. In order to ensure the above, it is the owner's obligation upon leasing of his or her unit to provide the tenant, at the owner's expense, with a current copy of the Association Declaration, By-Laws and Rules and Regulations. In that regard, at least three (3) days prior to the execution of the lease of a unit, lot or parcel, the owner shall submit to the Association a certificate signed by the tenant certifying that the tenant has received copies of such documents and rules and regulations.

3. The entering into a lease for any unit or lot shall not have the effect of relieving the owner of his or her obligations under the Association's governing documents. The owner shall continue to be subject to the terms, conditions and restrictions set forth in the Association's governing documents and shall also be responsible for the actions of his or her tenants.

4. All leases must have attached or included a Lease Rider in the form attached hereto as Exhibit A and incorporated herein by reference, which is available from management upon request. No lease agreement shall be considered to be filed with the Association unless and

until a fully executed lease rider has been filed. Failure to file a fully executed lease rider may result in the imposition of fines pursuant to the Declaration and By-Laws, as well as any other remedy authorized by law, including eviction of the tenant as set forth in this lease policy.

5. Any failure of a tenant to fully comply with the terms and conditions of the Association's governing documents and rules and regulations shall constitute a default under the lease. In the event a tenant fails to comply with the provisions of the governing documents then, in addition to all of the remedies which it may have, the Association may notify the residential unit owner of such violations and demand that same be remedied through the residential unit owner's efforts within the time specified by the Association, not to exceed thirty (30) days after such notice. If such violation(s) is not remedied within the specified period, then the residential unit owner shall immediately thereafter, at his sole cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event that the residential unit owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the residential unit owner and at the unit owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of common expense assessments. By acceptance of a deed to any unit, each and every residential unit owner does thereby automatically irrevocably name, constitute, appoint and confirm the Board as his or her attorney-in-fact for the purposes described in this provision.

6. No owner shall be permitted to lease his or her unit more than one (1) time in any calendar year. No residential unit owner may lease less than his entire living unit and/or lot.

7. No residential living unit may be used for any business or commercial purposes, nor for anything other than single family residential purposes. All occupants of residential living units at Blue Heron are under a legal obligation to comply with all local, state and federal occupancy law, including regulations on the number of occupants residing in such residential living units. Any and all leases for residential living units shall specify the names of all tenants residing in the living unit. Subletting all or a portion of any residential living unit is prohibited during the lease period.

8. The residential living unit owner agrees to be and shall be solely responsible for complying with any and all ordinances adopted by Galloway Township regarding the renting of real property, including any costs associated with this compliance. This shall include payment to Galloway Township for any required permits or certificates of occupancy.

9. In addition to any requirements specifically set forth in the Declaration of Covenants and Restrictions, these regulations shall apply. All permitted pets must be kept on leashes or otherwise restrained or controlled. All pets must have received all required shots and licensing. Any pet to be kept by a tenant must be registered with the Association by providing an adequate description of the animal in the lease.

10. (a) In the event that a residential unit owner shall fail to pay any charge or assessment levied by the Association against a leased unit, and such failure to pay continues for thirty (30) days, the Board shall have the right to notify the tenant of the unit in writing of the amount due and, within fifteen (15) days after the date of such notice, the tenant shall pay to the Association the amount of such unpaid charges or assessments, subject, however, to paragraph

(b) below. The amount of such unpaid charges or assessments paid to the Association by the tenant after the nonpayment by the residential unit owner shall be a credit against and shall offset the next monthly rental installment due to the residential unit owner following the payment by the tenant of such charges or assessments to the Association.

(b) In no event shall the tenant be responsible to the Association for any amount of unpaid charges or assessments during any one month in excess of one (1) monthly rental installment.

11. The provisions of this leasing resolution are intended to supplement the provisions of the Declaration of Covenants, Conditions and Restrictions, the By-Laws, and other Rules and Regulations of the Association. To the extent that the provisions of this Resolution are inconsistent or conflict with the provisions of the above documents, the provisions of the above documents shall control. If any part of this Resolution is deemed invalid, the invalidity shall only apply to that particular provision and the remaining provisions of this resolution shall remain in full force and effect.

12. This Resolution shall be effective immediately upon adoption by the governing Board and a copy of same shall be filed with the Atlantic County Clerk's Office as soon as reasonably practical.

ATTEST:



Thomas D. Parente, Asst. Secretary

VILLAGE OF BLUE HERON PINES
HOMEOWNERS ASSOCIATION, INC.

By:



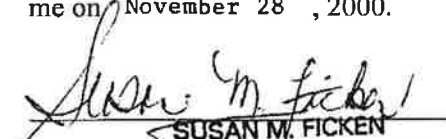
Roger B. Hansen, President


STATE OF NEW JERSEY :
 : ss.
COUNTY OF ATLANTIC :

I CERTIFY that on November 28, 2000, Thomas D. Parente personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the ^{Assistant} Secretary of the Village of Blue Heron Pines Homeowners Association, Inc., the corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Roger B. Hansen, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Sworn to and subscribed before
me on November 28, 2000.


SUSAN M. FICKEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 3, 2004


Thomas D. Parente, Asst. Secretary
Attesting Witness

VILLAGE OF BLUE HERON PINES HOMEOWNERS ASSOCIATION, INC.

LEASE RIDER

1. Tenant(s) hereby acknowledges that the rights and privileges which are granted by this lease agreement are subject to the provisions of the Declaration, By-Laws and the Rules and Regulations of the Village of Blue Heron Pines Homeowners Association which are presently in effect and recorded with the Atlantic County Clerk's Office, as same may be amended, revised, or otherwise supplemented from time to time. In this connection, tenant(s) certifies receipt of copies of the Association' governing documents as follows:

<u>Title</u>	<u>Date</u>
Declaration of Covenants	
By-Laws	
Rules and Regulations	
Architectural Control Guidelines	

2. The leased property is an inseparable part of the Village of Blue Heron Pines Homeowners Association. As such, the use and enjoyment of the unit, as well as the Common Property, is restricted by the governing documents and the rules and regulations which have been, and may hereafter be, adopted by the Board of Directors. Tenant(s) agrees to abide and be bound by the governing documents, and the Rules and Regulations of the Association. Where there is a conflict between the provisions of this lease agreement and the provisions of the governing documents and Rules and Regulations, the provisions of the governing documents and Rules and Regulations shall control.

3. Tenant(s)' right to the use and enjoyment of the common property and facilities may be adversely affected, or entirely suspended, in the event that the owner shall fail to timely remit dues, fees or assessments, for which owner is now, or will be in the future, responsible to the Association.

4. Both Landlord and Tenant acknowledge that the Lease and this Rider be filed with the Blue Heron Pines Homeowners Association, Inc. Failure to file the Lease and Rider shall be grounds for an eviction action against the tenant.

5. In the event tenant(s) defaults under his lease by failure to comply with the provisions of the Declaration, By-Laws or Rules and Regulations of the Association, then, the tenant(s) and owner acknowledge and agree that, in addition to all other remedies which it may have, the Association shall notify the unit owner of such defaults and demand that the same be cured through the owner's efforts within thirty (30) days after such notice. If such default is not cured within said thirty (30) day period, then the unit owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant(s) on account of such default. In the event the unit owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the unit owner and at the unit owner's sole cost and expense, including all

legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of common expenses. Tenant(s) and owner consent to this procedure and acknowledge the Association's ability to commence eviction actions.

6. (a) In the event the owner shall fail to pay any charge or assessment levied by the Association against a leased unit, and such failure to pay continues for thirty (30) days, tenant(s) and owner acknowledge and agree that the Board of Directors shall have the right to notify the tenant(s) in writing of the amount(s) due and, within fifteen (15) days after the date of such notice, the tenant(s) shall pay to the Association the amount(s) of such unpaid charges or assessments, subject, however, to paragraph (b) below. The amount(s) of such unpaid charges or assessments paid to the Association by tenant(s) after the nonpayment by the owner shall be a credit against and shall offset the next monthly rental installment due to the owner following the payment by the tenant(s) of such charges or assessments to the Association. Failure of the tenant to pay rent directly to the Association after receipt of said notice shall be a default under the lease entitling the Association to prosecute eviction proceedings pursuant to paragraph 4 above.

(b) In no event shall the tenant(s) be responsible to the Association for any amount(s) of unpaid charges or assessments during any one month in excess of one monthly rental installment.

7. Units and lots at the Village of Blue Heron Pines Homeowners Association are absolutely restricted for usage as single family residences. No commercial or multi-family uses are permitted. All occupants and owners of units are under a legal obligation to comply with all local, state and federal occupancy laws, including regulations on the number of occupants residing in such units. Subletting all or a portion of the unit is prohibited during the lease period.

8. THE FOLLOWING PROVISION MUST BE COMPLETED BY THE UNIT OWNER: Pets are _____ / are not _____ permitted on the premises. (Please initial one.)

9. TENANTS AND OCCUPANTS:

<u>NAME</u>	<u>AGE</u>	<u>VEHICLE MAKE/MODEL</u>	<u>LICENSE PLATE NO.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____	_____	_____	_____
OWNER/LANDLORD	Date	TENANT	Date
_____	_____	_____	_____
		TENANT	Date

POLICY RESOLUTION	DATED: November 28, 2000
<p>VILLAGE OF BLUE HERON PINES HOMEOWNERS ASSOCIATION, INC.</p> <p>RESIDENTIAL UNIT LEASING</p>	<p>Record and Return to:</p> <p>SILLS CUMMIS RADIN TISCHMAN EPSTEIN & GROSS 17 Gordon's Alley Atlantic City, NJ 08401</p>

In compliance with statute I have presented
an abstract of the within to all assessors
of the taxing district therein mentioned

Michael Garin
COUNTY CLERK

*Record in Deeds &
Note 5839-1*



End of Document