

TIMBER GLEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION

USE OF UNITS AND COMMON ELEMENTS
PERTAINING TO THE RULES AND REGULATIONS
ON LEASE OF UNITS

WHEREAS, Article 11, Subsection "R" of the Master Deed of the Association permits the leasing of units by Unit Owners provided the lease is in writing, is for a term not less than three (3) months, and is subject to the provisions of the Master Deed, Bylaws and Rules and Regulations of the Association; and

WHEREAS, Article 11, Subsection "W" of the Master Deed authorizes and empowers the Board to make such rules and regulations as may be necessary to carry out the intent of the restrictions described therein, including, without limitation, a form of lease to be used with respect to Condominium Units;

WHEREAS, the Association wishes to enact regulations concerning the leasing of Units to provide for the fair, consistent, and uniform regulation and control of Unit leasing;

NOW, THEREFORE, be it Resolved on this 7th day of November, 2012, that the Association hereby establishes and adopts the Lease Policy and Lease Rider attached hereto, the contents of which are incorporated in this Resolution as if set forth in full;

The Association hereby adopts the following regulations governing the transfer and lease of units:

EFFECTIVE DATE

The Lease Policy will be effective on and as of November 7, 2012.

PURPOSES OF POLICY

The Purposes of this Lease Policy are to:

- a. Provide the Condominium's Property Manager with emergency contact information of both the Unit Owner and tenant;
- b. Regulate and enforce the Rules and Regulations of the Association against the Tenant and Tenant's family and invitees, and
- c. Regulate and enforce occupancy restrictions under applicable federal, state, and local laws, rules, and regulations.

POLICY

1. LEASES AFFECTED. This Policy applies to all Leases in effect and after Effective Date of its adoption, set forth above.
2. LEASE REQUIREMENTS. All Leases must be in writing and must specify a rental period of not less than three (3) months, as provided in Section 11(R) of the Master Deed. The rental must be of the entire unit.
3. LEASE SUBJECT TO GOVERNING DOCUMENTS. The Lease must expressly make the rental subject to the terms, conditions, and restrictions of the Master Deed, the Bylaws, and all Rules and Regulations of the Board. Further, the Lease must specify that such terms, conditions, and restrictions, as amended from time to time, constitute material provisions

of the Lease and are incorporated by reference into such Lease. If any provision of the Lease is not consistent with the Association's governing documents, the governing documents will control. In addition, the Lease must provide that the Tenant's failure to fully comply with the Association's governing documents and Rules and Regulations constitutes a material default under the Lease.

4. LEASE RIDER REQUIREMENT. All Leases must include the Official Timber Glen Condominium Association Lease Rider (the "Rider") in the attached form. The Lease may not modify or delete any term or condition contained in the Rider, and any such attempted modification or deletion shall be of no effect.
5. LEASE SUBMISSION REQUIREMENT. All Leases entered into on or after the Effective Date must be submitted with the attached Rider to the Association's property manager within 10 days after its execution.
6. VIOLATION(S) OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION. Failure to comply with the Association governing documents as defined in the previous paragraph constitutes a material breach of this Lease and is grounds for eviction. In the event the Tenant violates a provision of governing documents and, after notice by the Association to the Landlord, continues to violate the governing documents, the Landlord shall have the obligation to commence eviction proceedings against the Tenant. If the Landlord fails to commence eviction proceedings and notify the Association, then after ten (10) days written notice to the Owner and the Tenant, the Association may commence eviction proceedings in the name of the Landlord against the Tenant. The Landlord will then be responsible to pay the Association's legal fees and costs in such proceedings.
7. NO SUBLETTING OR AMENDMENT. The Tenant will not sublet all or part of the unit being leased without consent of the Association. If any person shall move out of the leased unit before completion of the rental period, the Unit Owner must have the new tenant(s) submit a new Lease Rider and Lease. If the number of occupants living in a unit differs from that stated in the Lease/Lease Rider then the Tenant will be deemed in breach of his Lease and will be subject to eviction.
8. NO PERSON CONVICTED OF A FELONY will be approved to lease. Owner must submit at their expense a copy of a criminal background check for each occupant 18 years of age and older.
9. INJURY, DAMAGE OR LOSS. The Tenant promises to give the Unit Owner and the Association prompt notice of any accident to or defects in the water pipes, gas pipes, heating apparatus or other equipment or appliances, or structure in the unit.

The Association may enter the unit without the consent of the Tenant in case of an emergency. The Association shall not be responsible for any damage resulting from such entry except damage caused by its own negligence.

The Tenant is liable to the Unit Owner and the Association for any damage sustained by the Unit Owner of any other and caused by the Tenant or the guest, family, agents or employees of the Tenant.

10. FAILURE OF UNIT OWNER TO PAY ASSOCIATION DUES. Each and every Unit Owner assigns to the Association all rents due under the Lease. If the Unit Owner is in arrears of his Association dues, fines, late fees or other assessments and charges, all tenant

parking and recreational privileges are suspended. A delinquent Unit Owner's tenant must pay rent directly to the Association to the extent such Association dues and other charges are due and payable with respect to the Unit whereupon tenant's parking and recreational privileges will be restored. Any surplus received by the Association will be sent to the Unit Owner. Failure of the Tenant to make payment of rent to the Association will be a violation of these Rules and Regulations and subject to the remedial action set forth herein, including but not limited to eviction.

11. OCCUPANCY RESTRICTIONS. Residential units are limited to occupancy by single families, and storage areas are limited to accessory storage, both as defined in the Master Deed. Single families will be defined as a group of individuals living together as a single, non-commercial, non-profit household, cooking and eating together with common kitchen and dining area. No more than two (2) persons in number per bedroom, as designated on the building plans filed with the Hamilton Township, Atlantic County, New Jersey building official may occupy a unit. The following forms of occupancy are prohibited: Single family residences containing three (3) or more individuals who may or may not be related, who are: a) supervised under an institutional or governmental program related to a mental illness, handicap or mental retardation that, by its character or activities, would impose additional supervision, security, administration or insurance burdens in the Association; or b) persons in transition from incarceration. Nothing shall prohibit the unsupervised ownership, occupancy, or other accommodation of persons by virtue of their mental retardation, handicap or familial status as defined by the federal Fair Housing Act.

12. LEASE TERM. All leases for the unit shall be for not less than three (3) months, and no unit shall be leased by the Owner for transient or hotel purposes. No owner shall be permitted to lease any unit more than two (2) times in a twelve (12) month period.

13. REQUIRED DOCUMENTATION. Any Owner who leases any unit shall, prior to the execution of the lease, provide the Association with the following documents:
 - a. Fully executed copy of the Lease and Lease Rider
 - b. Fully executed Tenant Census Form
 - c. Residential Rental Unit License as required by the Township of Hamilton.
 - d. Tenant Occupancy Permit as required by the Township of Hamilton.
 - e. Copies of an approved Criminal Background Check on all occupants 18 years and older.

Owner must supply the Association with a copy of the annual Residential Rental Unit License by January 31st of each year. A copy of the Tenant Occupancy Permit must be supplied to the Association upon the renewal of any lease or the execution of a new lease.

14. FEES. The fee for the Registration of a Rental Unit shall be \$100.00 and shall be applicable upon the execution of any new lease. A fee of \$25.00 shall be applicable upon the renewal of any lease and must be submitted along with a copy of the lease renewal and Tenant Occupancy Permit.

15. Failure to comply with this regulation concerning the lease of units shall result in the imposition of a fine in an amount of \$100 per month, or as adjusted from time to time by the Board, which shall be added to the monthly assessment and collected in the

method provided for collecting assessments in the Governing Documents. In addition, the Board may exercise all its rights permitted by law and the Governing Documents.

16. All parking rights and recreational privileges associated with the leased unit shall be transferred to the tenant and may not be leased or used by any other unit.

NOW THEREFORE BE IT RESOLVED BY THE Board of Trustees of the Timber Glen Condominium Association, Inc. that the attached "Timber Glen Condominium Rental Policy" is hereby adopted and is made a part of the official documents of the Association.

IT IS FURTHER RESOLVED that the Board shall, within thirty (30) days of the ratification of this Rental Policy, distribute through regular mail, a copy of the Rental Policy and all related documents to each unit owner.

