

RESOLUTION NO. 01 -2020

RITTENHOUSE AT LOCUST GROVE HOMEOWNERS ASSOCIATIONS, INC.
(THE "ASSOCIATION")

REGARDING THE USE AND ENFORCEMENT OF A LEASE RIDER

WHEREAS, Rittenhouse At Locust Grove Homeowners Association, Inc., (the "Association"), a New Jersey not-for-profit corporation, is required pursuant to state laws and the Association's governing documents to adopt and amend rules and regulations overseeing the administration and the operation and use of the Common Property and community; and

WHEREAS, Articles V and VI of the recorded Bylaws of the Association (the "Bylaws") authorizes the Board of Directors (the "Board") to manage, adopt and enforce any Rules and Regulations of the Association by the imposition of penalties, monetary fines and other actions;

WHEREAS, Article III of the recorded Declaration of Covenants, Conditions and Restrictions (the "Declaration") provides that the Association may do all that it is legally entitled to do under the laws applicable to its form of organization;

WHEREAS, Article III of the Declaration provides that the Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community;

WHEREAS, Section 13 of Article VI of the Bylaws provides that the Board shall adopt, amend and publish Rules and Regulations governing the operation and use of the Common Areas and the conduct of the Members, their tenants and guests, and to establish penalties for violations therefor.

WHEREAS, Section 16 Article VI of the By-Laws provides that the Board has the power to do anything and everything necessary to enforce the terms, conditions and restrictions contained in the Declaration, By-Laws and Rules and Regulations.

WHEREAS, the Declaration requires the compliance of all Lot Owners and/or Occupants with all laws, rules and regulations of governmental authorities having jurisdiction over the Association, the provisions of the Declaration, the Certificate of Incorporation, By-Laws, Rules and Regulations or any other documents, amendments or supplements to the foregoing and non-compliance with the above shall be grounds for commencement of an action by the Association;

WHEREAS, the Board believes it is in the best interest and welfare of the Association to have accurate records as to the leasing and rental of all Units and the tenants within the Association; and

WHEREAS, the Board believes it is in the best interest and welfare of the Association to require Lot Owners to require the use of the attached Lease Rider document (the "Lease Rider") with all active leases.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

1. Lot Owners, as defined in the Declaration, at the time of rental of their Unit are required to provide a full copy of the Association's recorded Declaration, Bylaws and Rules and Regulations to all tenants.
2. Leases for the use or rental of a Unit shall be in writing.
3. Copies of all active Leases must be provided to the Association within two (2) weeks of commencement of the Lease.
4. The Lease Rider, attached hereto as "Exhibit A" shall be made an active and enforceable part of all Leases. It shall be the responsibility of all Lot Owners to execute the Lease Rider and have the Lease Rider executed by all tenants.
5. If any Lot Owner does not fully comply and provide the Lease and Lease Rider as set forth above, a fine will issue in the amount of \$10.00 per day for each day past the due date, in accordance with the Association's fine policy. Each day past the due date shall be considered a separate offense.
6. Each violation of the policy set forth in this Resolution shall be treated as a separate offense.
7. Any monies, fines, and/or penalties due hereunder shall be due and owing and collected by the Association in the same manner as unpaid Assessments, as defined and set forth in the Declaration and Bylaws.
8. All capitalized or defined terms shall have the same meaning and definition as that set forth in the Declaration or By-Laws.
9. Any provision contained in any previously adopted Resolution of the Association which conflicts with any provision set forth herein, shall be deemed void and the provision contained herein shall govern.

10. Notwithstanding the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Association's Declaration and/or By-Laws.

11. Should any provision hereof be determined to be invalid, the remaining provision hereof shall remain in full force and effect.

12. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural and any gender shall be deemed to include all genders.

13. The foregoing Resolution was adopted by the Board of Directors of the RITTENHOUSE AT LOCUST GROVE HOMEOWNERS ASSOCIATION, INC. at its meeting on October 7, 2020.

RITTENHOUSE AT LOCUST GROVE HOMEOWNERS ASSOCIATIONS, INC.

Resolution Type: Policy No. 01-2020

Pertaining To: AUTHORIZING THE USE OF A LEASE RIDER

Duly adopted at a meeting of the Board of Directors of the Rittenhouse at Locust Grove Homeowners Association, Inc. held this 7 day of October, 2020.

Officer

Vote:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<u>JANET GRIFFIN</u> , Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>DENNIS PROBST</u> , Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>MICHAEL DePALMA</u> , Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest

Date

Book of Minutes –
Book of Resolutions:

Book No.

Page No.

Policy

Resolution Effective: October 7, 2020

Resolution Expires: No expiration.