



INSTR # 2013130079
OR BK 15705 PG 1084
RECORDED 12/11/2013 08:45:26 AM
SCOTT M. COLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

**AMENDMENT TO THE BYLAWS
FOR
THE PAVILION HOMEOWNERS ASSOCIATION, INC.
REGARDING THE LEASING OF UNITS**

These Amendments to the Master Deed for The Pavilion Homeowners Association, Inc. (the "Association"), made this 12TH day of NOVEMBER, 2013 by the Association, a Non-profit Corporation of New Jersey, by and through it's Board of Trustees (the "Board"), having an address of, c/o Executive Quality Property Management, P.O. Box 209, Marlboro, New Jersey 07746; and

WHEREAS, the Association is a Planned Unit Development (PUD) made up of two sections, including condominium property and non-condominium property; and

WHEREAS, the condominium property was created by, among other documents, the Master Deed (the "Master Deed") with attached Bylaws (the "Bylaws"), which was recorded, **June 20, 1988 in Deed Book 4672, Page 357, et seq., in the Office of the Ocean County Clerk, State of New Jersey, and as may be amended thereafter; and**

WHEREAS, the portion of the PUD that is not subject to the Condominium Act was created and established by, among other documents, the filing of a Declaration of Rights, Covenants and Restrictions, which was recorded on **October 15, 1993 in Deed Book 5103, Page 25, et seq., in the Office of the Ocean County Clerk, State of New Jersey, and as may be amended thereafter; and**

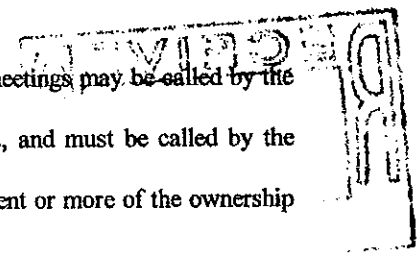
WHEREAS, both sections of the PUD are governed by a uniform set of Bylaws; and

WHEREAS, Bylaws, Article IV, Section 1 provides, "The Affairs of the Association shall be governed by a Board of Trustees..."; and

WHEREAS, Bylaws, Article XIII, Section 1, provides that the Bylaws may be amended by an affirmative vote of "at least fifty-one (51%) of all ownership interests"; and

WHEREAS, Bylaws, Article III, Section 3 provides that, "Special meetings may be called by the President, Vice President, Secretary or a Majority of the Board of Trustees, and must be called by the officers of the Association upon receipt of written request of fifty (50%) percent or more of the ownership

10-190 CAMP



D

R 12/11/13

interests in common elements..."; and

WHEREAS, Bylaws, Article III, Section 5 provides that notice of special meetings shall be in writing and must be no less than fifteen (15) days and no more than forty-five (45) days prior to the date set for the meeting; and

WHEREAS, Bylaws, Article III, Section 9, provides that, each member in good-standing is entitled to one vote; however, only one vote may be cast per unit; and

WHEREAS, the Board of Trustees determined that the Association and its members would benefit from amending the Association's Bylaws to establish rules for the leasing of units, whether Townhouse or Detached Single Family Dwelling Unit (hereinafter collectively referred to as a "Unit"); and

WHEREAS, a membership meeting was held by the Association on NOVEMBER, 12TH, 2013; and

WHEREAS, a at least fifty-one (51%) percent of all Unit Owners at the NOVEMBER 12TH 2013 membership meeting voted in person or by proxy in favor of amending, modifying, and supplementing the Master Deed as set forth herein;

NOW, THEREFORE, the Association hereby amends and supplements its Bylaws as follows:

BYLAWS, ARTICLE VI, SECTION 7(e), shall be deleted in its entirety and shall be replaced with the following:

7(e) - Leases. Townhouse condominium units (Units") may only be leased under the following conditions:

1. All leases must be for a period of one year or longer.
2. No Unit may be leased until it has been occupied by the owner for a minimum of thirty-six (36) months. Exceptions to this requirement may be made for estates when the decedent resided in the unit for at least thirty-six (36) months prior to death,
3. All leases must be for the entire Unit.

4. Customary hotel services, such as room services, maid services, etc., may not be offered as part of any lease.

5. A "Leasing Permit" (see below) must be obtained before any Unit may be leased.

An exception to the requirements of subsections 1-5 above shall be made for a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or a deed or other arrangement in lieu of foreclosure.

To meet special situations and to avoid undue hardship or practical difficulties, the Board of Trustees may grant permission to an Owner to lease his or her Unit to a specified lessee, despite the Owner not having resided in the Unit for at least thirty-six (36) months. An Owner that seeks such permission shall submit a written request to the Association's property manager which shall be granted or denied in the sole discretion of the Association's Board of Trustees.

Grandfathered Tenancies

Tenancies in effect at the time this Amendment is adopted shall be grandfathered for the duration of the time that the present tenant continues his or her tenancy in that particular Unit, provided that such lease(s) is in compliance with the Association's prior rental requirements. However, upon the departure of the particular tenant from the particular Unit, any tenancies by new individuals for said Unit or by said Owner must comply with all terms of this Amendment, including the requirement to obtain a new Leasing Permit, as outlined below.

Cap on Number of Units Leased

In no event may any Unit be leased if such lease would disqualify the Association from being FHA Approved, as determined by the United States Department of Housing and Urban Development.

Leases Subject to Governing Documents

All leases must be in writing and made subject to all provisions of this Master Deed, the By Laws of the Association and other documents referred to herein. Any failure of the lessee/tenant to

fully comply with the terms and conditions of such documents shall constitute a default under the lease.

Owners who lease their Unit shall rescind all rights to access the Association's recreational facilities or other common areas and shall be deemed to have transferred said rights to the tenant for so long as their Unit is leased.

Copy of Lease to Association and Lease Rider

A copy of all leases must be delivered to the Association within ten (10) days of execution, which must be prior to the tenant moving into the unit. Copies of all lease applications and similar information must be delivered to the Association's Management along with a copy of said written lease, which shall be subject to the Lease Rider attached hereto as Exhibit A.

Even if a Unit Owner fails to have the Lease Rider executed as a part of the lease, all terms of the Lease Rider shall apply to the lease, and all terms shall be considered an integral part of these Bylaws. In particular, the Association shall have the right to collect rents from the tenant of any Unit Owner who becomes more than thirty (30) days delinquent in the payment of any assessment or other charges due to the Association and who fails to cure such delinquency within thirty (30) days' notice from the Association. Such rents will first be credited to late fees, fines, costs of collection (including reasonable attorneys' fees), past-due assessments (special or common) and current assessments (special or common) – in that order. Any excess rents will be remitted to the Unit Owner.

Leasing Permits

The Association shall maintain a current list of leased Units (the "Leasing Permit List"). An Owner desiring to lease his Unit may do so only if the Owner has applied for and received from the Association a permit ("Leasing Permit"). Upon issuance of a Leasing Permit, the Owner may lease his Unit (but not less than his or her entire Unit) provided that such leasing shall be in strict accordance with the terms and conditions of the Bylaws, the Master Deed, and the Association's Rules and Regulations. All Leasing Permits shall be valid only as to the particular lease naming the

specific lessor and lessee for which they are issued and shall not be transferable between Owners or Units.

Every application for a Leasing Permit must be submitted with the then current fee for obtaining a Leasing Permit. This fee shall be set by the Board of Trustees, and may be altered from time to time as the board sees fit.

So long as a valid Leasing Permit with respect to a particular Unit and Owner exists, upon the entry of each new tenant and/or new lease, the Owner shall submit a Renewal Application along with the then current fee for obtaining a Leasing Permit Renewal. An Owner's Leasing Permit Renewal application shall be approved so long as the Owner is in good standing and in compliance with the Association's Bylaws, Master Deed, and Rules and Regulations and the Owner's original Leasing Permit has not been revoked.

Revocation of Leasing Permit

A Leasing Permit shall be automatically revoked without notice upon the occurrence of any of the following:

- (1) The sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse, estate, cohabitant or a corporation, partnership, company or other legal entity in which such Owner is a principal);
- (2) The failure of the Owner to lease the Unit within one hundred eighty (180) days after the date that the Leasing Permit is issued; or
- (3) The failure of the Owner to lease the Unit for any period of one hundred eighty (180) days thereafter, including if the Owner loses a tenant and fails to secure a new tenant within 180 days of the former tenant leaving.
- (4) The Unit becomes owner-occupied.

In enforcing any provisions set forth in this Section, the Association may recover from the non-complying Owner all of its costs, including court costs and reasonable attorney's fees. These

Exhibit A

THE PAVILION HOMEOWNERS ASSOCIATION, INC.
REGULATION ON LEASE OF HOMES

LEASE RIDER

LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS. The provisions of the By-Laws, Master Deed, Declaration of Rights, Covenants and Restrictions and rules and regulations (collectively the "Governing Documents") of The Pavilion Homeowners Association, Inc. (the "Association") constitute material provisions of this Lease and are incorporated by reference in this Lease. If any provision of the Lease is not consistent with the Governing Documents and the Rules and Regulations, the Governing Documents will control.

Landlord shall promptly supply to the Association before Tenant shall be permitted to move into the Premises complete copies of all Leases in effect upon the Premises, as well as the status of such Leases.

Landlord shall rescind all rights to access the Association's recreational facilities or other common areas and shall transfer said rights to the Tenant for so long as the Premises is leased.

This Lease Rider shall inure to the benefit of the Association, its successors and assigns, and shall be binding upon the Tenant, Landlord, and his/her administrators, successors and assigns.

VIOLATION OF GOVERNING DOCUMENTS OR RULES AND REGULATIONS IS GROUNDS FOR EVICTION. Failure to comply with the Governing Documents or Rules and Regulations constitutes a material breach of this Lease and is grounds for eviction. In the event that Tenant violates a provision of the Governing Documents and, after notice by the Association or the Landlord continues to violate same, the Landlord shall have the obligation to commence eviction proceedings against the Tenant. If the Landlord fails to commence eviction proceedings within thirty (30) days from the date of notice by the Association, then 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 incurred in such proceedings.

NO AMENDMENT, ASSIGNMENT OR SUBLET. The Tenant will not sublet or assign all or part of the property being leased, hereby commonly known as _____ (the "Premises"), without prior written consent of the Association.

HOME ACCESS. The Tenant agrees and acknowledges the right of the Association to have access to the premises from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any common elements ~~therein~~ or accessible therefrom or for making emergency repairs necessary to prevent damage to ~~common~~ elements or to any other home or homes. The Association shall not be liable to either the Landlord or the Tenant for any damage resulting from the Association's exercise of its rights pursuant to this provision, except for that damage caused by the Association's negligence.

GOVERNMENTAL REQUIREMENTS. Notwithstanding the above, the Tenant shall comply with all federal, state and local requirements concerning the occupancy and use of the Premises,

including but not limited to, New Jersey Department of Community Affairs regulations and township ordinances concerning the number of individuals who may reside within the Premises, in conjunction with any related provisions of the Governing Documents and/or Rules and Regulations. Failure to so comply shall constitute a material breach of this lease.

INJURY, DAMAGE OR LOSS. The Tenant shall notify promptly both the Landlord and the Association of any accident to, defects in, or problems with the water pipes, gas pipes, heating apparatus, or other equipment or appliances in the Premises.

LANDLORD'S ASSIGNMENT OF RENTS TO ASSOCIATION. The Landlord herein acknowledges that the execution of this Lease Rider does not operate to relieve the Landlord of the Landlord's obligation to pay the Premises' proportionate share of the common expenses and assessments required by the Association. As security for the performance of the Landlord's continued obligation to pay the Premises' proportionate share of common expenses and assessments, the Landlord herein assigns to the Association the rent payable to the Landlord by the Tenant.

Said assignment of rent shall, however, only become operative upon the Landlord's failure to timely pay the Landlord's Premises' proportionate share of common expenses and assessments, as well as any fines, late fees, attorneys' fees and any other expenses or costs to the Association, after having been given thirty (30) days written notice by the Association as to the Landlord's default. Upon the Landlord's failure to cure said default within said thirty (30) day period, the Association can, without having to institute any court action or proceeding, demand of the Tenant that the Tenant pay over to the Association any and all rent due to the Landlord under the terms of the Lease.

The Tenant herein covenants to fully cooperate with the Association and to pay rent directly to the Association if so demanded by the Association. The rent received by the Association from the Tenant shall be applied as follows: (1) to cure the Landlord's delinquency, including common expenses and assessments, late fees, fines, attorneys' fees and any other costs or expenses that the Association may incur as a result of the Landlord's nonpayment; and (2) any rent in excess of the Landlord's account balance shall be returned to the Landlord.

The Landlord shall observe and perform all of its obligations and agreements under the Lease and shall not do or permit anything to be done to impair the assignment herein, and Association shall not be obligated by reason of acceptance of this assignment to perform any obligation of the Landlord provided for in the Lease. The Landlord agrees to indemnify the Association and save it harmless from and against any loss, liability, or damage (including reasonable counsel fees) arising from any claim by any Tenant or any other party arising under or in connection with the Lease or this Assignment.

The Association shall have the right, both before and after any failure of Landlord to pay its obligations to the Association, to enforce all provisions of the Lease.

The Landlord shall not (a) collect any of the rent, income or profits arising or accruing from the Premises, more than one (1) month in advance of the time when the same shall become due under

costs and/or damages shall be a continuing lien on the Unit that shall bind the Unit in the hands of the then Owner and the Owner's successors and assigns.

- a. All other terms and conditions of the Master Deed shall remain in full force and effect.
- b. This amendment shall supersede any provisions in the Master Deed, the Bylaws, or Rules and Regulations that may conflict with the foregoing language.
- c. Notwithstanding the full execution of this Amendment, this Amendment shall not take until it is properly recorded in the Office of the Clerk of Ocean County.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Master Deed for The Pavilion Homeowners Association, Inc., the day and year listed above.

WITNESS:

The Pavilion Homeowners Association, Inc.

Gloria Netti
GLORIA NETTI

By: Patricia LaRocca
PATRICIA LARocca, President

the terms of the Lease, (b) discount any future accruing rents, or (c) execute any other assignment of leases of the Premises.

This Assignment shall inure to the benefit of the Association, its successors and assigns, and it shall be binding upon the Landlord, Tenant and his/her administrators, successors and assigns.

LEASE TERM. This Lease shall provide for a minimum term of one (1) year or longer. This Lease begins on _____ and terminates on _____.

NON-WAIVER. Nothing contained in this Lease Rider and no act done or omitted by the Association pursuant to the powers and rights granted it herein shall be deemed to be a waiver by the Association of its rights and remedies under the Governing Documents. This Lease Rider is made by Landlord and Tenant and may be accepted by the Association without in any way limiting or constricting any of the rights, powers and remedies possessed by the Association under the terms of the Governing Documents. The rights of the Association to collect any obligation of Landlord and to enforce any other of its rights may be exercised by the Association either prior to, simultaneously with or subsequent to any action taken by it under this Assignment.

NON-AGENCY. The Association shall not be deemed to be an agent, partner or joint venturer of Landlord or of any other person, and nothing herein contained shall be construed to impose any liability upon the Association by reason of the Lease Rider granted hereby.

BREACH. Failure of the Tenant and/or the Landlord to comply with any provision herein shall constitute a material breach of this Lease.

_____, Tenant

Dated:

_____, Landlord

Dated:

NOW THEREFORE, PATRICIA LARocca, the President of The Pavilion Homeowners Association, Inc., based on the authority granted by the Association's By-laws and the membership vote reflected above, hereby submits these amendments for recordation in the Ocean County Clerk's Office.

The Pavilion Homeowners Association, Inc.

Patricia LaRocca
PATRICIA LARocca, President

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF OCEAN)

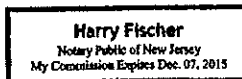
On the 12TH day of NOVEMBER, 2013, PATRICIA LARocca personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of The Pavilion Homeowners Association, Inc. (the "Association"), named in this document; and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its membership and its Board of Trustees.

Sworn and subscribed to before
me this 12TH day of
NOVEMBER, 2013.

[Signature]
NOTARY PUBLIC - NEW JERSEY



RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
P.O. Box 1111
New Brunswick, NJ 08903-1111