



## Springfield Park Place

### RENTAL LEASE INFORMATION & CHECKLIST

Dear Unit Owners,

Springfield Park Place Condominium Owners may lease their units to outside parties. There are several documents required of unit owners prior to lessee's moving in. Please see the checklist and information below to guide you through this process. We strongly urge you to review the Springfield Park Place Rental Resolution prior to executing a Lease with any party.

**Listed below are the Condominium Association requirements to accomplish Leasing your Unit:**

- Census Form
- Copy of Valid Photo Driver's License or Valid Photo Non-Driver's License
- Copy of Rental Lease (Less than (1) one year are NOT permitted)
- Lease Rider
- Declaration Page of Homeowner's Insurance (H-06 Policy)
- Declaration Page of Renters Insurance (H-04 Policy)
- Processing Fee of \$75.00- Check Payable to Springfield Park Place
- Pet Vaccination and Registration Form

Please note that upon submission of all documentation, the package will be reviewed by the Property Manager. Documents may be dropped off in a sealed envelop at the on-site management office, left in the mailbox outside the management office, and/or emailed [info@springfieldparkplace.com](mailto:info@springfieldparkplace.com). It may take up to 7-10 business to review the rental packet.

If you have any questions, please contact:

Kristine Chocallo – Community Manager by way of email:  
[info@springfieldparkplace.com](mailto:info@springfieldparkplace.com) or [kristine.chocallo@fsresidential.com](mailto:kristine.chocallo@fsresidential.com)

## FSRConnect™ Census Form

### Section A - Association Information:

Today's Date:

Community Name:

Community Address   
(Street, City, State, Zip):

### Section B - Resident Information:

Owner Name:  E-mail:

Unit Address   
(Unit, Street, City, State, Zip):

Billing Address (Unit, Street, City, State, Zip):   
(Fill in only if it is different from community address)

Home Phone #:  Work Phone #:  Cell Phone #:

### Section C - Occupant Information (List all occupants and indicate if child):

Name	Home Phone #	Work Phone #	Cell Phone #	E-mail:

### Section D - Vehicle Information (if you do not own a car, please indicate "no car"):

Make & Model	Color	License #	State	Parking Spot <small>(If applicable)</small>

**Section E - Tenant Information** (if applicable):

Lease Begin Date:	<input type="text"/>	Lease End Date:	<input type="text"/>	
Tenant Name	Tenant Home #	Tenant Work #	Tenant Cell #	Tenant E-mail:

**Section F - Emergency Contact Information:**

Name:	<input type="text"/>	Relationship:	<input type="text"/>
Address <small>(Street, City, State, Zip):</small>	<input type="text"/>		
Home Phone #:	<input type="text"/>	Work Phone #:	<input type="text"/>
		Cell Phone #:	<input type="text"/>
E-mail:	<input type="text"/>		

**Section G - Signature:**

Submitted By:	<input type="text"/>	Date:	<input type="text"/>
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**SPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.**  
**POLICY RESOLUTION NO. \_\_\_\_\_**  
**REGARDING LEASING REQUIREMENTS AND RENT ASSIGNMENT**

**WHEREAS**, the Springfield Park Place Condominium Association, Inc., is a New Jersey non-profit corporation, having its offices at c/o Community Manager, Attn: Angela Pizzi, 955 S. Springfield Avenue, Unit 2308, Springfield, New Jersey 07081 (hereinafter referred to as the "Association"); and

**WHEREAS**, the Association was created by, among other documents, the Master Deed of the Association (the "Master Deed") with attached Bylaws (the "Bylaws") (collectively, the "Governing Documents"), as may be amended from time to time, recorded in the **Office of the Union County Clerk on May 26, 1988 in Deed Book 3552, Page 688, et. seq.**;

**WHEREAS**, Bylaws, Article V, Section 5.01(f) states that the Board has authority "[t]o adopt, amend, or publish Rules and Regulations covering the details of the operation and use of the General Common Elements and Residential Limited Common Elements"; and

**WHEREAS**, Bylaws, Article II, Section 2.05 states that "if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated."; and

**WHEREAS**, Master Deed, Article 9, Section 9.01(f)(ii) states that the board has the right to "suspend the enjoyment and voting rights of any Unit Owner for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment."; and

**WHEREAS**, Master Deed, Section 11.02 states that the Board “shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses, including the right of lien.”; and

**WHEREAS**, Master Deed, Section 11.01(r) states that “[n]o Townhouse Unit shall be used or rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than six (6) months or (ii) any rental where the occupants of the Unit are provided customary hotel services such as room service for food, beverages, maid service, furnishing laundry and linen and bellboy service; provided, however, that any Unit Owner may rent a unit for less than six (6) months to a contract purchaser, but in no event for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Copies of all leases must be furnished to the Association prior to the commencement of the term thereof. Other than the foregoing obligations, Unit Owners shall have the right to lease the same provided (i) said lease is in writing and is made subject to this Master Deed and the By-Laws of the Association and other documents referred to herein, including the right of amendment reserved to Sponsor, herein, and (ii) that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease. In the event a tenant of a Townhouse Unit Owner fails to comply with the provisions hereof, the By-Laws or Rules and Regulations of the Association, in addition to all other remedies which it may have, the Association shall notify the Townhouse Unit Owner of such violation(s) and demand that same be remedied through the Townhouse Unit Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within such thirty (30) day period, then the Townhouse Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction against such 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 the Townhouse Unit Owner fails to fulfill the foregoing obligations, the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Townhouse Unit Owner and at the Townhouse Unit Owner's sole cost and expense, including all legal fees incurred. Such costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Townhouse Unit involved and the collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.”; and

**WHEREAS**, the Board has determined that it is in the best interest of the Association that new rules relative to leases and assignment of rents be adopted and enforced; and

**NOW, THEREFORE, BE IT RESOLVED**, that the following procedures are hereby adopted:

1. Unit Owners shall be entitled to rent their Unit in accordance with the Association’s Master Deed and Bylaws.
2. Any Units which are leased shall be subject to the Association’s form lease agreement showing the names of all of the Unit’s occupants and that the lease period is no less than one (1) year.
3. The Unit Owner must incorporate the Association’s lease rider into all of its leases. A copy of the lease rider is attached hereto as Exhibit “A”.
4. All unit owners must provide the Association with a copy of any unit leases, including the lease riders, within seven (7) days prior to the beginning of the lease term. This requirement applies to all lease renewals as well. All leases, lease riders, and lease renewals must be available for review, upon request by the Association.
5. Simultaneous with the submission of the copy of the proposed lease, the Unit Owner shall also remit to the Association a fee in the amount of seventy-five dollars (\$75.00). This move-in fee is intended to cover the Association’s costs in connection with the administration, recordkeeping, and bookkeeping resulting from the change in occupancy. The \$75.00 move-in fee paid to the Association also compensates the Association for its coordination and

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scheduling efforts to minimize the inconvenience of such movements to others. This fee shall also cover the photocopying costs incurred by the Association in connection with providing copies of the pertinent restrictions concerning the use of the Unit.

- a. The Unit Owner must remit payment of the \$75.00 move-in fee each time said Owner has a new tenant move into the Unit.
6. Any and all tenant(s) of a Unit Owner must comply with the provisions of the Association's Master Deed, Bylaws, and Rules and Regulations. If a tenant violates any of these provisions, the tenant shall be deemed in default under the lease as per Master Deed, Section 11.01(r). The Unit Owner of such tenant must notify the tenant to cure any default(s) within thirty (30) days. If such default(s) is not cured after 30 days, then the Unit Owner must evict his tenant. If the Unit Owner fails to do so, the Association may, but is not obligated to, institute such action to have the tenant evicted as the attorney-in-fact for the Unit Owner, at the Unit Owner's sole cost and expense, including all legal fees incurred.
7. This Resolution is subject to the alternate dispute resolution procedures of the Association.
8. No Landlord may lease their unit to a person convicted of a felony or who is required to register with a designated registering agency pursuant to N.J.S.A. 2C:7-3, and who is thereafter determined to be a Tier-3 registrant pursuant to N.J.S.A. 2(C):7-8(c)(3) ("Tier-3 Megan's Law Registrant"). The Association may require that all Landlords provide criminal background checks.
9. An executed copy of the Lease shall be filed with the Association's Board of Directors or management, if any, prior to the effective date of the Lease.
10. Tenant must provide a copy of the Tenant Liability and Renter's Insurance policy naming the Association as an 'additional insured as their interests appear'.
11. Any monies due hereunder shall be collected by the Association in the same manner as Association assessments.

12. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents.
13. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
14. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

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Exhibit ASPRINGFIELD PARK PLACE CONDOMINIUM ASSOCIATION, INC.REGULATION ON LEASE OF UNITS  
AND ASSIGNMENT OF RENTSLEASE RIDER

LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS. The provisions of the Master Deed, By-Laws and the Articles of Incorporation (collectively the "Governing Documents") of Springfield Park Place Condominium Association, Inc. (the "Association") and any rules and regulations promulgated thereunder (the "Rules and Regulations") 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.

VIOLATION OF GOVERNING DOCUMENTS 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 the Tenant violates a provision of the Governing Documents or Rules and Regulations, the Association will notify the Landlord of such violation(s) and the violation(s) must be remedied through the Landlord's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Landlord shall have the obligation to institute eviction proceedings in the name of the Landlord 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 reasonable legal fees and costs incurred in such a proceeding.

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

UNIT ACCESS. The Tenant agrees and acknowledges the right of the Association to have access to the unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible thereof or for making emergency repairs necessary to prevent damage to common elements or to any other unit or units. 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 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 unit, including but not limited to, New Jersey Department of Community Affairs' regulations and city ordinances concerning the number of individuals who may reside within the unit, in conjunction

with any related provisions of the Governing Documents and/or Rules and Regulations. Failure to comply shall constitute a material breach of this Lease.

INJURY, DAMAGE OR LOSS. The Tenant shall promptly notify both the Landlord and the Association of any defects in or problems with the common elements.

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 unit's 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 unit's 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 unit's 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.

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.

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.

The Landlord shall promptly supply to the Association complete copies of all Leases in effect upon the Unit, as well as the status of such Leases.

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 assignment granted hereby.

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

\_\_\_\_\_, Tenant \_\_\_\_\_ Date

\_\_\_\_\_, Tenant \_\_\_\_\_ Date

\_\_\_\_\_, Landlord \_\_\_\_\_ Date

086018-0697

## PET REGISTRATION AND AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Springfield Park Place Condominium Association, Inc. (the "Association"), located in the Township of Springfield, Union County, New Jersey and \_\_\_\_\_ (the "Unit Owner"), residing at \_\_\_\_\_ and \_\_\_\_\_ (the "Pet Owner," if different from the Unit Owner), residing at the Association.

WHEREAS, the Association is a non-profit corporation duly organized under the laws of the State of New Jersey;

WHEREAS, the Association has found it necessary to regulate pets brought within the Association; and

WHEREAS, the Association's Policy Resolution Relating to Pets requires the Unit Owner and the Pet Owner to execute this agreement;

NOW, THEREFORE, in consideration of the Unit Owner and/or the Pet Owner being permitted to bring the pet into the Association, the Unit Owner and the Pet Owner agree as follows:

1. Any damage caused by the pet shall be the joint and several responsibilities of the Pet Owner and the Unit Owner where the pet is kept or is visiting.
2. The Unit Owner and the Pet Owner, for himself and/or herself, their successors and assigns hereby agree to indemnify, defend and hold the Association harmless with respect to any damage or any injury to any person or thing caused by the pet.
3. The Unit Owner and the Pet Owner, for himself and/or herself, their successors and assigns covenants and agrees to comply with all federal, state and local statutes, ordinances and regulations pertaining to keeping the pet and shall indemnify, defend and hold the Association harmless for any failure to do so.
4. Notwithstanding anything else, the Unit Owner where the pet is being kept shall take any and all action necessary to permanently remove the pet from the Association upon the Association demanding such removal and providing a reasonable reason for the removal demand.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

### **Required Information**

1. Name of Pet Owner: \_\_\_\_\_

2. Address of Pet Owner: \_\_\_\_\_

3. Telephone number of Pet Owner: \_\_\_\_\_
4. Name of Unit Owner where pet is to be kept: \_\_\_\_\_
5. Address of Unit Owner where pet is to be kept: \_\_\_\_\_
6. Telephone number of Unit Owner where pet is to be kept: \_\_\_\_\_
7. Attached color picture of subject pet: Yes / No
8. If Pet is a Dog: Township of Springfield Dog License Number: \_\_\_\_\_

Knowing that the Association is relying on this information, I certify that the preceding information is true and correct as of the date of this agreement and any time after this agreement that such information changes, updated current and correct information will be immediately provided to the Association's manager in writing.

If Pet is a Dog: I hereby further certify that I am the owner of the subject dog and, knowing that the Association is relying on this information, represent that this dog has never bitten a person such that the person's skin has been broken.

This document constitutes the entire agreement between the parties with respect to the subject hereof. The terms and conditions of this Agreement may not be altered, amended, or deviated from by the Pet Owner or Unit Owner without the prior written consent of the Association.

PET OWNER

UNIT OWNER

\_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Date)

\_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Date)