

*MATTIX CROSSING  
CONDOMINIUM  
ASSOCIATION*

*LEASE PACKAGE*

**PROPOSED AMENDMENT TO THE RULES, REGULATIONS AND FINES  
OF MATTIX CROSSING CONDOMINIUM ASSOCIATION**

*WHEREAS, a Master Deed entitled "Mattix Crossing Condominium Association", was recorded in the Office of the Atlantic County Clerk on December 1, 1986 in Deed Book 4353, Page 86.*

*WHEREAS, the Board of Trustees of the Association proposed certain changes to the Rules, Regulations and Fines on due notice to the members thereof; and*

*WHEREAS, Section 2.17 provides, "Rules and Regulations" shall mean the Rules and Regulations of the Association, together with all future amendments or supplements thereto. The Association shall not be required to record any amendments or supplements of the Rules and Regulations.*

*NOW, THEREFORE, Witness this amendment to the Rules, Regulations and Fines of Mattix Crossing Condominium Association made this 14<sup>th</sup> day of March 2007.*

*In order to preserve high standards of maintenance and care in order to obtain information necessary to permit the Association to exercise some control over the conduct of residents within the condominium, the Mattix Crossing Condominium Association has heretofore adopted certain rules and regulations for the leasing of units.*

**IX**

**LEASING UNITS**

*A unit owner who wishes to lease his unit shall be required to comply with each of the terms and conditions set forth in the lease package of the Association. It shall be the obligation of the unit owner to supply all of the documents and/or information required by the Association. In addition to such documents and/or information, a unit owner is required to complete an application for lease approval on a form to be provided by the Association. An application for lease approval shall not be deemed complete until all documents and/or information required by the Association, including the lease application form has been submitted to the Association by the unit owner.*

*All leases or renewals of existing leases shall be signed by the unit owner and the tenant and be submitted to the Board of Trustees at least five (5) working days prior to the effective date of the lease. No lease shall be effective and occupancy of a unit pursuant to such lease shall not be permitted to the approval of the lease by the Board of Trustees or its designee. In the event a lease application is rejected, the specific reason for rejection shall be set forth in a letter which shall be attached to the lease.*

*Upon submission of the application, owner must provide the Association office with a fully executed Mattix Crossing Rider to Lease Agreement stating that the lessee has read and agrees to abide by the Mattix Crossing Rules and regulations, together with a check in the amount of \$100 Move-In fee made payable to Mattix Crossing Condominium Association. The \$100 fee is to be paid with each new tenant and is non-refundable.*

***Lease Approval:***

*As a general rule, a lease application submitted in accordance with the “Mattix Crossing Condominium Association Lease Package” shall receive approval of the Board of Trustees, provided that the said unit owner has complied with the following requirements prior to submission of a lease application:*

- 1. All maintenance fees and/or assessments which have been made or levied against a unit owner or his unit by the board of Trustees, in accordance with the Master Deed and By-Laws, together with interest, cost, attorney’s fees and other expenses, if any, properly chargeable to him and against his unit, shall be paid in full.*
- 2. The unit owner or his unit is not otherwise in violation of the Master Deed and By-Laws.*
- 3. The lease and all required paper work are submitted to the Association office five (5) working days prior to the effective date of the lease.*

***Standard:***

*As a general rule, the action of the Board of Trustees with respect to application for lease approval, as well as applications for waiver of lease restrictions of lease and any hearings which may be conducted with respect to same in accordance with these Rules and regulations shall be governed by the standard of reasonableness. The Board of Trustees has the right to reject prospective tenants on the adverse information listed in their credit reports, including, but not limited to, landlord court histories, felonies/convictions, and/or a FAIR ISAAC score below 550 and/or a monthly debt ratio or more than sixty-five percent (65%) of gross monthly income. An incomplete application or a misrepresentation can be the basis for denial.*

***Required Information for Approval:***

***A. Written Lease:***

*In accordance with the lease application package, a proposed form of written lease shall be submitted to the Association office as part of the lease application. The form of lease shall be agreed upon between the unit owner and prospective tenant but nevertheless the lease application shall contain the following information:*

1. *The name or names of all occupants including ages and social security numbers;*
2. *The address of the unit;*
3. *The term of the lease;*
4. *The number of vehicles and license plates numbers of vehicles to be parked.*

**B. Credit and Background Reports:**

*The owner is required to obtain both a credit check and background report each lessee. In addition, owner is required to obtain a prospective lessee's written consent to disclose both the credit report and background check to the Association. The consent form will be provided by the Association and will be contained within the Mattix Crossing Condominium Lease Package.*

*An original of the prospective tenant's written consent, together with a true and complete copy of the credit report and background report shall be attached to the lease when it is provided to the Association office.*

***Required Terms:***

*Owner and lessee must execute the Mattix Crossing Rider to Lease Agreement and submit it with the application. The Mattix Crossing Rider to Lease Agreement shall contain the following provisions:*

1. *There will be no subletting of the unit at any time;*
2. *Each tenant or occupant of a unit shall comply with the provisions of the Master Deed, By-Laws, as well as these Rules and Regulations, as lawfully amended from time to time. Failure to comply with any such provisions shall give rise to a right on the part of the Mattix Crossing Condominium Association, acting as the attorney in fact for the unit owner, to evict the tenant. In the event that such eviction is instituted by the Association, to enforce its rights thereunder, the owner shall be responsible to reimburse the Association its reasonable attorney's fees and costs. Such right to seek eviction on the part of the Association shall be in addition to any other remedy to which it may be entitled by law.*
3. *It shall be a Rule and Regulation of Mattix Crossing Condominium Association that all leases, for any purpose, shall be submitted to the Mattix Crossing Condominium Association or its designee for approval five (5) business days in advance of the effective date of said lease. The Landlord and Tenant agree that this Lease shall not become effective and occupancy may not take place until it is approved by Mattix Crossing Condominium Association Board of Trustees.*

**Waivers:**

*Unit owners may make written application to the Board of Trustees for a waiver of one or more of the required terms of the lease. A unit owner shall set forth in his application, the reasons why such a waiver is necessary.*

*In considering application for a waiver of leasing restriction as set forth in lease package as well as for purposes of the hearings in the event of a rejection of an application for waiver, the Board of Trustees shall hear testimony and/or evidence of the condition of the unit, hardship to the unit owner and the effect, if any, that the waiver will have on the condominium in order to determine whether a waiver should be granted. The Board of Trustees shall make specific findings with respect to the foregoing issues and include the same in its decision.*

*The Board shall render a written decision with respect to the application for waiver, setting forth reason for its approval or disapproval of said application and shall send notice of its decision to the unit owner. However, the failure of the Board of Trustees to act upon an application for waiver, unless the original denial was based on a violation of the Master Deed, By-Laws and/or Rules and Regulations, within fifteen (15) days after receipt thereof by the Association office, by either approving or disapproving the application shall result in the approval of the same, notwithstanding any prior action taken thereon.*

**Appeals:**

*In the event of rejection of an application for a lease or waiver, the unit owner may make a written request for a hearing with respect to the reasons for rejection set forth by the Board of Trustees. The Board of Trustees shall convene a meeting within ten (10) days after receipt of such notice and shall advise the unit owner of the time and place of the meeting and that he will be given an opportunity to appeal before the Board of Trustees to be heard relative to the rejection. The Board of Trustees shall cause a voice recording of testimony to be made and shall preserve evidence presented at the meeting. It shall decide within ten (10) days whether to reconsider the prior rejection of the application and to grant approval thereof. Notice of the Board's decision, together with reasons, therefore, is to be sent to the unit owner and the decision shall be binding on the Association and all parties. All hearings conducted pursuant to the By-Laws and these Rules and regulations with respect to applications for waiver of the lease package, shall be conducted in the presence of the unit owner who has requested such a written waiver of his right to be present at such hearing. A unit owner shall be entitled to be represented by counsel of his choice of such hearings at his cost.*

**Penalties:**

*Owner is responsible for any damage to Common area as well as infraction of any Rules or Regulations. The owner will be also responsible for payment of applicable fines for breaking Rules and Regulations.*

*THE MATTIX CROSSING  
CONDOMINIUM ASSOCIATION, INC.*

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*David Scates, President*

***Authorization for Release of Personal Information***

I, (print full name) \_\_\_\_\_ do hereby authorize a review of full disclosure of all records concerning myself to Mattix Crossing Condominium Association and any of its agents or representatives, whether the said records are Criminal, Public or Confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure of the records held by law enforcement agencies, authorization of release any records maintained by them, but not limited to records of arrest and/or conviction, records of I.S. Army, U.S. Air Force, U.S. Navy, U.S. Marine Corp., or the U.S. Coast Guard, financial or credit institutions, including records of loans, the records of commercial or retail credit agencies (including credit background reports, efficiency rating, complaints and grievances, filed by or against me that the records and recollection of attorney at law, other said counsel, whether representing me or another person in any case, either criminal or civil, in which I presently have, or had an interest.

I understand that any information obtained by a person history background investigation, which is developed directly and indirectly, in whole, or in part, upon release this release authorization will be considered in determining my suitability for tenancy, I also certify that the person(s) who may furnish such information concerning me shall not be held accountable for giving this information, and I hereby release said person(s) from any liability which may be incurred as a result of furnishing such information.

**CREDIT REPORT AND CRIMINAL HISTORY RECORDS ACKNOWLEDGEMENT**

I understand that by signing this form, I am giving Mattix Crossing Condominium Association and any of its agents or representatives my authorization to obtain, receive, maintain and/or review a copy of my credit history and criminal and civil records nationally and internationally.

I also understand that if Mattix Crossing Condominium Association takes adverse action based on the credit report, and I will be entitled to a copy of my credit report as set out by the Fair Credit Reporting Act.

A photocopy or facsimile of this release form will be valid as an original thereof, even through said photocopy or facsimile does not contain an original writing of my signature.

Date: \_\_\_\_\_

Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**MATTIX CROSSING  
LEASE APPLICATION AND CHECK OFF SHEET**

**131 Colonial Court**

Unit Address: \_\_\_\_\_

Owner: \_\_\_\_\_ Jayre Reaves \_\_\_\_\_

Tenant(s): \_\_\_\_\_

Full Package Submitted on \_\_\_\_\_ Received by \_\_\_\_\_

**INCOMPLETE PACKAGES WILL NOT BE ACCEPTED**

1. \_\_\_\_\_ One original copy of full-executed lease signed by all parties.
2. \_\_\_\_\_ Fully Executed Mattix Crossing Rider to Lease Agreement
3. \_\_\_\_\_ Move-In fee of \$100.00 (Per Unit) payable to Mattix Crossing Condominium Association
4. \_\_\_\_\_ Authorization for Release of Personal Information
5. \_\_\_\_\_ Credit report(s) and background check(s)
6. \_\_\_\_\_ I, the tenant, have received a copy of the Rules and Regulations and understand them . (Please initial on line)

\_\_\_\_\_  
Initial

Tenant(s) Signature: \_\_\_\_\_

Homeowner(s)

Signature: Jayre

Reaves \_\_\_\_\_

**REMINDER: FIVE (5) BUSINESS DAYS MUST BE ALLOWED BY MATTIX CROSSING CONDOMINIUM ASSOCIATION 'S OFFICE TO PROCESS INFORMATION BEFORE TIME OF OCCUPANCY.**

**NOTE: ALL INCOMPLETE PACKAGE(S) WILL BE RETURNED IMMEDIATELY.**

**EXHIBIT "A"**

**MATTIX CROSSING CONDOMINIUM ASSOCIATION, INC.**

**RIDER TO LEASE AGREEMENT**

*By and between*

Jayre Reaves, LANDLORD

*and*

\_\_\_\_\_, TENANT

\_\_\_\_\_ DATE OF LEASE

**1. LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS:**

*The provisions of the Association governing documents including By-Laws and Rules and Regulations of 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 Association's governing documents, the governing documents will control.*

**2. VIOLATION OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION**

*Failure to comply with the Association governing documents are defined in the preceding paragraph constitutes a material breach of this Lease and is grounds for eviction. In the event that the Tenant continues to violate the governing document, 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 of the commencement of those proceedings within thirty (30) days from the date of the 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 attorneys' fees and costs in such proceedings.*

**3. NO AMENDMENT OR SUBLET:**

*The Tenant will not sublet all or part of the unit being leased without consent of the Association.*

**4. INJURY, DAMAGE OR LOSS:**

*The Tenant promises to give the Landlord and the Association prompt notice of any accident or defects in the water pipes, gas pipes, heating apparatus, or other equipment or appliances to the unit.*

The Association may enter the unit without the consent of the Tenant in case of 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 Landlord and the Association for any damage sustained by the Unit Owner or any other Unit Owner by the Tenant or the guests, family, agents or employees of the Tenant.

**5. OCCUPANTS:**

The Tenant(s) will comply with the Municipal Code regulating the number of people permitted to reside within one unit. The unit will be occupied by no more than four (4) unrelated adults. The following persons, whose name and ages are listed on the other side of this page for identification purposes for Association record keeping, will be occupying the unit. **All Fields of the Census MUST BE COMPLETED.**

**6. LEASE APPROVAL:** It shall be a Rule and Regulation of Mattix Crossing Condominium Association that all leases, for any purposes, shall be submitted to the Mattix Crossing Condominium Association or its designee for approval five (5) business days in advance of the effective date of said lease. The Landlord and Tenant agree that this Lease shall not become effective and occupancy may not take place until it is approved by Mattix Crossing Condominium Association Board of Trustees.

IF UNIT IS MANAGED BY MANAGEMENT CO. OR REAL ESTATE AGENCY, PLEASE PROVIDE:

NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**7. HOMEOWNER INFORMATION:**

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

UNIT

ADDRESS: 131 Colonial Court \_\_\_\_\_

PH. HOME: ( ) 9734795580 \_\_\_\_\_ WORK: ( ) \_\_\_\_\_ E-MAIL:

\_\_\_\_\_

**8. TENANT INFORMATION:**

NAME: \_\_\_\_\_

PH. HOME: ( ) \_\_\_\_\_ WORK ( ) \_\_\_\_\_ E-MAIL: \_\_\_\_\_

LEASE START DATE: \_\_\_\_\_ LEASE END DATE: \_\_\_\_\_

*PLEASE LIST OF OCCUPANTS OF UNIT:*

1. \_\_\_\_\_ AGE: \_\_\_\_\_

2. \_\_\_\_\_ AGE: \_\_\_\_\_

3. \_\_\_\_\_ AGE: \_\_\_\_\_

4. \_\_\_\_\_ AGE: \_\_\_\_\_

9. VEHICLE INFORMATION:

|    | <i>MAKE</i> | <i>MODEL</i> | <i>YEAR</i> | <i>TAG #</i> | <i>STATE</i> |
|----|-------------|--------------|-------------|--------------|--------------|
| 1. | _____       | _____        | _____       | _____        | _____        |
| 2. | _____       | _____        | _____       | _____        | _____        |

*IF PERSONS OTHER THAN THOSE LISTED ABOVE OCCUPY THE UNIT, THE TENANT WILL BE IN VIOLATION OF THIS LEASE AND SUBJECT TO EVICTION. ALL INFORMATION MUST BE FILLED OUT PROPERLY AND COMPLETELY. IF NOT, POOL AND TENNIS PRIVILEGES WILL BE REVOKED FOR HOMEOWNERS & TENANTS UNTIL THE LEASE RIDER IS RETURNED.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200

By: Jayre Reaves  
Unit Owner

By: \_\_\_\_\_  
Unit Owner

By: \_\_\_\_\_  
Tenant

By: \_\_\_\_\_  
Tenant