

**MARLBOROUGH HOUSE OF PALISADES PARK
CONDOMINIUM ASSOCIATION INC
333 Grand Avenue
Palisades Park, NJ 07650**

STANDARD REQUIREMENTS FOR LEASING OF CONDOMINIUM UNIT

Please be advised that in accordance with the condominium bylaws, THE BOARD HAS THIRTY (30) DAYS FROM THE RECEIPT OF ALL THE REQUIRED MATERIALS in which to their Waiver of Right of First Refusal. Accordingly, the following materials are required to the submitted for the board's review:

1. **Notice of Intention to Lease Condominium** – (enclosed) signed by all the owner(s), indicating the proposed apartment transaction, apartment number, and the name, address and social security number of the proposed lease.
2. **Lease Application**-(enclosed) executed by all unit owners and proposed tenants.
3. Notification of Legal Mailing Address – (enclosed) -to be completed by the owner(s)
4. Employment Verification Letter – (in the event the applicant is self-employed, please submit a letter indicating so)
5. One Personal Reference Letter- (must be signed by the individual giving the reference)
6. One Business Reference Letter – (must be signed by the individual giving the reference)
7. Landlord Reference Letter- (in the event that the applicant resides in a cooperative or condominium apartment, a letter signed by their managing agent is required)
8. Photo Identification – copy of driver's license, passport or state picture identification for all proposed adult residents of the unit.
9. Emergency Contact Form- (enclosed)
10. House Rule Acknowledgement Form -(enclosed)- LEASE RETAIN THE HOUSE RULES FOR FUTURE REFERENCE

FEES: THE FOLLOWING FEES ARE NON-REFUNDABLE AND ARE REQUIRED TO BE SUBMITTED IN THE FORM OF A CHECK WITH THE PACKAGE:

1. A check in the amount of \$500.00, payable to SMA Management Inc. representing the processing fee.

2. A check in the amount of \$750.00, payable to the Marlborough House Condominium representing the move in fee.

JOEL LIM
PROPERTY MANAGER
SMA MANAGEMENT INC.
54 E 13TH STREET 2ND FLOOR
NEW YORK, NY 10003
(646)568-5717
EMAIL: SMAMANAGEMENTCOMPANY@GMAIL.COM

NOTE:

1. All common charges, late fees, arrears and other charges must be paid to date prior to the submission of lease package.
2. Please note that only complete packages will be forwarded to the board for review.
3. No move in will be permitted until such time as the on-site office has been officially notified by Jessica Reid that the board has officially waived their right of first refusal.
4. The parties are advised to retain a copy of the complete package after submission. Copies of any materials required to be forwarded to the parties after submission will require the payment of a \$25.00 (non-- refundable fee) to SMA Management Inc.
5. Prior to the expiration of the lease term, if the existing tenant is renewing their lease, the unit owner must submit a lease renewal package. Please contact the Transfer Agent sixty (60) days prior to the expiration of the lease in order to obtain the board's lease renewal requirements.

MOVE-IN REQUIREMENTS:

PLEASE REFER TO THE ENCLOSED INFORMATION REGARDING THE
CONDOMINOUM'S MOVE IN/OUT PROCEDURES

MARLBOROUGH HOUSE OF PALISADES PARK
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Move In/Out Procedure

The following lists the requirements which must be satisfied prior to moving into or out of the Marlborough House Condominiums:

- 1) **Schedule a Move Date:** Schedule your date as far in advance as possible. Two moves are scheduled per day, Monday through Friday. A single move is permitted on Saturdays. Scheduling is done on a first come, first serve basis. The morning time slot is from 9:00 am to 12:00 noon. The afternoon time slot is from 1:00 pm to 4:00 pm. As a single service elevator services all moves, deliveries and maintenance needs of the Condominium, there is very little flexibility available within this schedule. To schedule please submit move in/out request form with fee and deposit. Note: The reservation is for use of the Condominiums loading dock. The elevator itself will most likely be shared with other deliveries, vendors and Condominium service staff as needed.
- 2) **Move In/Out Fee:** The Move In fee is **\$150.00**/Move Out fee is **\$100.00**. For Move-ins, a check in this amount, made payable to the Marlborough House Association. For Move-outs, personal checks will be accepted up to two-weeks prior to your move. **Within two weeks of your move only certified bank checks or money orders will be accepted.** No moves will be permitted without prior receipt of the fee.
- 3) **Refundable Move In/Out Deposit:** The Move In/Out deposit is \$500.00 For Move-Ins, a check in this amount, made payable to the Marlborough House Association. Personal checks will be accepted up to two-weeks prior to your move. **Within two weeks of your move, only certified bank checks or money orders will be accepted.** No moves will be permitted without prior receipt of the deposit.

*Note: The deposit checks are returned within 30-60 days from the date of your move. **Please remember to leave a forwarding address with Management.***

- 4) **Insurance:** Your moving company must provide a Certificate of Insurance, naming The Marlborough House of Palisades Park Condominium Association and SMA Management Inc. as 'additional insured' prior to the move. The Certificate should name the Marlborough House of Palisades Park Condominium Association as the Certificate Holder. Please include move date and unit number somewhere on The Certificate. The Certificate may be faxed to the SMA Management Office at (646)741-3181.
- 5) **Hallway Protection and Damages:** All hallway flooring must be covered and protected from damage during a move. Management will inspect the condition of the hallway both before and after the move. The cost to repair any damages will be deducted from the Security Deposit and any remaining balance will be returned to the resident. If you see any pre-existing damages in the hallway, it is your responsibility to notify Management **before** your move takes place.

Any questions regarding the above procedure should be directed to the SMA Management Office at (646) 568-5717.

NOTICE OF INTENTION TO LEASE CONDOMINIUM UNIT

The undersigned, being the owner of Apartment Unit No. _____ at The Marlborough House Condominium, 333 Grand Avenue, Palisades Park, NJ 07650, hereby notifies the Board of Managers in care of SMA Management Inc. Managing Agent, that the undersigned has received a bona fide offer to lease said unit from the below named prospective lessee on the terms stated below, and that the undersigned intends to accept such offer:

NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF PROSPECTIVE LESSEE:

TERMS OF PROPOSED LEASE: Attached is a true copy of the Lease Agreement setting forth all of the terms of the agreement between the parties.

Monthly Rental: \$ _____ Lease Term: _____

Anticipated Occupancy Date of Lease: _____

The undersigned represents that the lease described above shall be made strictly in accordance with the provisions of the By-Laws of the Condominium and agrees to deliver promptly to the Board all such further information with respect to the offer as the Board may reasonably request.

The undersigned acknowledges that the Board has a thirty (30) day period, commencing with the date of the receipt of this Notice as well as the delivery of such additional information concerning the offer as the Board may reasonably request, to exercise its right of first refusal to lease the unit on the terms specified herein and in the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such right of first refusal, it deliver to the undersigned a certificate to the effect, pursuant to the provisions of the By-Laws.

Name of individual Owner or
Corporation

Signature of Individual Owner or
Authorized Officer of Corporation

Name of individual Owner or
Corporation

Signature of individual Owner or
Authorized Officer of Corporation

Dated: _____

SMA MANAGEMENT INC

Office Hour: 9am-5pm

Address: 54 E. 13th street 2nd FL, New York, NY 10003

Phone: 646-568-5717, Fax: 646-741-3181

Email: smamanagementcompany@gmail.com

MARLBOROUGH HOUSE OF PALISADES PARK
CONDOMINIUM ASSOCIATION INC
333 Grand Avenue
Palisades Park, NJ 07650

Unit: _____

Owners Name(s): _____

Home Phone No. _____ Work Phone No _____

E-Mail Address, if any: _____

Tenants Name _____ Social Security# _____

Tenants Name _____ Social Security# _____

Present Address: _____

Employers Name _____

Address: _____

Phone No _____ Position: _____

E-Mail Address, if any: _____

Annual Salary: \$ _____ Length of Employment: _____

Employers Name _____

Address: _____

Phone No _____ Position: _____

E-Mail Address, if any: _____

Annual Salary: \$ _____ Length of Employment: _____

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Lease Term: _____ to _____

(The lease cannot be for less than one (1) year or more than three (3) years)

Monthly Rental Amount: \$ _____

Security Deposit: \$ _____ Possession date: _____

Occupancy Information:

NAMES OF ALL PERSONS WHO WILL REIDE IN THE APARTMENT AND IF
CHILDREN, STATE NUMBER AND APPROXIMATE AGES:

ALL CORPORATE RENTALS ARE REQUIRED TO COMPLETE THE FOLLOWING
INFORMATION:

IF THE APPLICANT(S) IS A CORPORATTION, NAME THE INDIVIDUAL(S)
DESIGNATED TO BE THE OCCUPANT OF THE APARTMENT AND STATE
THELENGTH OF HIS/HER OCCUPANCY.

Length of Occupancy: _____

(Note: When and if the designated occupant vacates the unit, another application must be completed and
references provided prior to the move in of a new occupant)

Pets Occupying the Unit: Yes: ____ No: ____

(As per the condominium house rules only one pet permitted per unit. If applicable, pet registration form
must be completed)

Citizenship of Applicant or proposed Occupant: _____

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Financial References:

Bank_____ Address_____

Bank_____ Address_____

Business References: Name, address and phone no.:

Social References: Name, address and phone no.:

Next of kin: Name, address and phone no.:

Name of Applicant or Corporate_____
Name of Owner(s) or Agent
Entity_____
Signature of Authorized Signatory for Corporate
Entity_____
Signature of Owner_____
Name of Applicant or Corporate
Entity

Name of Owner(s) or Agent

Signature of Authorized Signatory for Corporate
Entity_____
Signature of Owner

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NOTE: ALL UNIT OWNERS OF RECORD ARE REQUIRED TO EXECUTE ALL RELEVANT DOCUMENTS. IN THE EVENT THIS APPLICATION OR THE ACCOMPANYING LEASE AGREEMENT HAS BEEN EXECUTED BY AN AGENT FOR THE UNIT OWNER OR TENANT, A COPY OF THE FULLY EXECUTED MANAGEMENT AGREEMENT OR POWER OF ATTORNEY IS REQUIRED TO BE SUBMITTED WITH THE APPLICATION.

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NOTIFICATION OF LEGAL MAILING ADDRESS

In connection with my/our lease of Unit_____at the premises known as 333 Grand Avenue, Palisades Park, NJ 07650, the undersigned hereby authorizes you to forward the monthly common charge invoices, as well as any correspondence in connection with the Unit, as follows:

To the Unit (please check if applicable):_____

OR

To the following address: _____

E-mail Address:_____

Very truly yours,

Unit Owner's Signature

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EMERGENCY CONTACT FORM

Tenant's Name: _____

Tenant's Name: _____

Unit No.: _____ Business Telephone No.: _____

Home Telephone No.: _____

Cell Phone No.: _____

Fax No.: _____

E-mail Address: _____

Emergency Contact Names: _____

Emergency Contact No.: _____

E-mail Address: _____

Owner's Name: _____

Business Telephone No.: _____

Home Telephone No.: _____

Cell Phone No.: _____

Fax No.: _____

E-mail Address: _____

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<RESTRICTIONS>

The Condominium is subject to all covenants, restrictions and easements of record and to the following Restrictions.

1. No apartment unit, except those apartment Units owned by the Sponsor and used as sales offices, administrative offices or models shall be used for any purpose other than as a private residence.
2. There shall be no obstruction of the common elements nor shall anything be placed upon, stored in or affixed to Common Elements without the prior consent of the Board, or unless expressly permitted by the Rules and Regulations. The use by Unit owners of any designated storage area which is part of the Common Elements shall be prescribed by Rules and Regulations.
3. No bird, reptile, or animal of any kind shall be raised, bred, or kept in any unit or anywhere else within the Condominium, except dogs, cats or other household pets but not to exceed one per unit. No outside dog pens, runs or yards shall be permitted.
4. No vehicle of a size larger than a panel truck and no mobile home, recreational vehicle, boat, boat trailer, inoperable vehicle, or the like, shall be parked within the Condominium, except that those vehicles temporarily within the Condominium for the purpose of servicing the Condominium itself or one of the Units shall be permitted without written consent of the Board.
5. No portion of the Common Elements or other portion of the Property thereof shall be used or maintained for the dumping of rubbish or debris. Commercial Unit owners shall place their trash, garbage and other waste in sealed containers outside the trash compactor room door.
6. Commercial Unit owner shall place their trash, garbage and other waste in sealed containers outside the trash compactor room door.
7. No exterior loudspeaker, nor unshielded floodlights be installed in any exterior area of any Unit or any patio without the permission of the Board.
8. The owner of each unit shall not cause or permit any clothes, sheets, blankets, or laundry of any kind or other articles to be hung or displayed on the outside of windows or placed on the outside windowsills, walls of the Building or in any parking areas, and no signs, awnings, grills, balcony enclosure, fence, canopies, shutters, or radio or television antenna or aerial shall be erected or installed in or upon the Common Elements or any part thereof without the prior consent of the Board. Unit owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building or any parking areas.
9. In order to provide an orderly procedure in the case of title transfers and to assist in the maintenance of a current up-to-date roster of Unit owners, each unit owners shall give the secretary of the Association timely notice of his intent to list, his unit for sale, and; upon closing of title, shall forthwith notify such secretary of the names and home addresses of the purchasers.
10. No unit owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Common Elements without the prior written consent of the Board unless permitted by the Rules and Regulations.

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11. Each Unit owner shall be responsible for the maintenance, repair and replacement of all windows and the front door of his Unit. As to the windows, the Association will furnish replacement windows and install the same and the Unit owner will pay the Association for the cost of the window and reasonable charge for the installation.
12. No Unit owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.
13. To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to this Master Deed, the By-Law and the Rules and Regulations.
14. Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance or result in the cancellation of insurance.
15. No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Condominium.
16. No immoral, improper, offensive or unlawful use shall be made of any Unit and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over shall be observed.
17. Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of the Building or which will structurally change the Building. The Board shall have the obligation to answer any written request received by, it from a Unit owner for approval of a proposed structural addition, alteration or improvement to his Unit within forty-five days after the receipt of such request. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be reviewed by the Board and, if approved, shall be executed by the Board and may then be submitted by the Unit owner.
18. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be reviewed by the Board and, if approved, shall be executed by the Board and may then be submitted by the Unit owner.
19. Draperies, blinds, curtains or other window coverings must be installed by each Unit owner on all windows of his Unit and must be maintained inside windows at all times.
20. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the units.
21. No Unit shall be leased by the owners thereof (except a lender in possession of such Unit following a default in a first mortgage) or otherwise utilized for transient or hotel purposes, which shall be defines as: (i) rental for any period less than six months; or (ii) any rental if the occupants of the Unit are provided customary hotel services such as room services such as room service for food and beverages, maid services, furnishing laundry and linen, and bellboy service. Notwithstanding the foregoing, any Unit owner, including Sponsor, may rent a Unit for a period of less than six months to a contract purchaser thereof. No apartment Unit owner may lease less than an entire Unit.
22. Other than the foregoing obligations, the Unit owners shall have the right to lease same provided that said lease is in writing and made subject to all provisions of this Master Deed, the By-laws of the Association and other documents referred to herein, including the right of amendment reserved to Sponsor herein, and provided further that any failure of the leases to fully comply with the terms and conditions of such documents shall constitute a default under the lease.
23. In the event a tenant of a Unit fails to comply with the provisions of this Master Deed, the By-Laws or Rules and Regulations then, in addition to all other remedies which it may have, the Association shall notify the Unit owner of such violation(s) and demand that the same be remedied through the Unit owner's efforts within thirty days after such notice. If such violation(s) is not remedied within thirty day period, then the Unit owner shall immediately thereafter, at his own cost, and expense, institute and diligently prosecute an eviction action against his 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 Unit owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such actions as attorney-in-fact for the Unit owner and at the Unit owner's sole cost and expense, including all legal fees incurred. Said cost and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expense. By acceptance of a deed to any Unit, each and every Unit owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described in this subparagraph(s).

24. No Unit owner shall have the right to mortgage or encumber his Unit, unless such mortgage or encumbrance is a permitted First Mortgage. No other mortgages or encumbrances shall be permitted without the prior written approval of the Board.
25. All property taxes, special Common Expense assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided in the Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit owner shall pay to the Association upon notification his proportionate share thereof in accordance with his percentage interest in the Common Elements.
26. Each Unit owner shall pay for his own telephone and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed or which serve the Common Elements shall be treated as part of the Common Expenses,
27. No clothes poles, lines or clothes trees shall be installed or maintained, nor shall any laundry or other thing be hung out to dry outside of any Unit.
28. No signs shall be permitted on the exterior or interior of any Unit except the commercial Units. The Board may permit signs on the building and/or in the lobby indicating that the commercial Unit occupants can be found at the Building,
29. The commercial Units are restricted to the following uses and must comply with the Zoning Code of the Borough of Palisades Park; retail and service establishments customarily utilized in conjunction with a multistory apartment building; restaurants; professional offices for physicians, lawyers, dentists, accountants, architects and other similarly recognized professional services; research and development companies.
30. No smoking is allowed in the Unit and/or anywhere inside of Condominium. Once smoking issue is notified, violated unit will receive first time notice of violation. For the second time notice, violated Unit will be issued \$500.00 fine for against smoking policy.

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<RESTRICTIONS>**

RESTRICTIONS ACKNOWLEDGEMENT FORM

Unit#: _____

I hereby acknowledge receipt of the house rules for the duration of my occupancy of the Unit. in connection with my leasing of the above referenced Unit. I further agree to abide by the house rules in connection with my leasing of the above referenced Unit.

Tenant's Name 1

Tenant's Name 2

Tenant's Signature 1

Tenant's Signature 2

Owner's Name: _____

Owner's Signature: _____

Dated: _____

NOTE: ALL ADULT OCCUPANTS ARE REQUIRED TO EXECUTE THIS FORM

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