

STONEGATE HOMES AT SUFFERN - 9

c/o Schulman & Kissel, P.C.
One Executive Boulevard, Suite 202
Suffern, NY 10901
845.368.0104 (tel)
845.368.0168 (fax)

To Whom It May Concern:

This letter outlines the procedures for the lease of a condominium unit at Stonegate Homes at Suffern - 9.

Rules for Leasing:

Unit owners may lease a unit only by complying with these provisions. Any purported lease of a unit in violation of these provisions is voidable at the election of the Board of Managers. **Each lease must be for a one-year term ONLY and may be renewed each subsequent year.** The lease must contain certain lease language required by the Board of Managers.

Instructions:

Send a fully executed copy of the (1) lease or lease extension agreement, (2) the lease rider, and (3) rental information sheet to the above address with a request for a waiver letter. All rental forms are available on Stonegate Homes at Suffern - 9's website: http://stonegate9.com/resident_resources. A form letter, lease extension agreement, lease rider, and rental information sheet can also be obtained from Schulman & Kissel, P.C. You must also send the following checks to Schulman & Kissel, P.C. to the extent they apply:

New Leases:

- \$200 non-refundable fee payable to Schulman & Kissel, P.C. from the Owner-Landlord for a lease with a new Renter;
- \$150 refundable move-out and documentary deposit payable to Stonegate Homes at Suffern - 9 from the Owner-Landlord, if applicable;
- \$150 refundable move-in and documentary deposit payable to Stonegate Homes at Suffern - 9 from the Renter; and
- \$1,250 security deposit payable to Stonegate Homes at Suffern - 9 from the Owner-Landlord as a security deposit. This security deposit is a one-time deposit and will be held for as long as the unit is being rented. *It is not a deposit from the Renter; do not send the Renter's money.*

Lease Renewals:

- \$150 non-refundable fee payable to Schulman & Kissel, P.C. from the Owner-Landlord for a lease renewal. This fee is due each year the lease is renewed. Send either a lease for the new term with the lease rider AND rental information sheet, or a lease extension agreement AND rental information sheet, ***even if the renter's information has not changed from the prior year.*** The fee and paperwork must be received no later than the 15th of the month **before** the lease renews (e.g., March 1 lease, no later than February 15). ***If the complete package is not received by the 15th, a fine of \$25.00 will be issued, then \$10.00 per day for each day until all of the documents are received.***
- Current Tenant Moving Out: As soon as the tenant gives notice, send a check for \$150.00 payable to Stonegate Homes at Suffern - 9 to Schulman & Kissel, P.C. stating the expected move-out date. This is to cover any damage to the common area caused by the tenant leaving. Failure to give timely notice of a tenant moving out will result in a fine of \$50.00. It is not the maximum damage that a tenant or the movers might cause, so it is not a cap on the unit owner's liability.

- New Tenant Moving In: At least 15 days **before** a tenant moves in, both the condominium and the attorney's office must receive a fully executed copy of the new lease, lease rider, and rental information sheet; \$200 non-refundable fee payable to Schulman & Kissel, P.C.; and \$150 refundable move-in deposit payable to Stonegate Homes at Suffern - 9 from the new tenant.

The same fines stated for lease renewals will also be applied to late submission of new tenant packages.

The attorney's office is not responsible to monitor and follow up with landlords regarding lease expirations. It is each landlord's responsibility to keep accurate records and submit forms and fees on time. Failure to keep in touch may also result in additional attorney's fees for the extra time spent on gaining unit owner compliance with the rules and regulations.

****** *PLEASE NOTE: If the waiver submission is deficient or requires follow-up by ****
Schulman & Kissel, P.C. or the Board of Managers, there will be an extra charge.***

Waiver Letter

The lease waiver letter may be subject to specific conditions. You will be notified by mail of the Board's decision on whether it waives its right of first refusal, or its decision to exercise it and lease the unit.

Very truly yours,

STONEGATE HOMES AT SUFFERN - 9

STONEGATE HOMES AT SUFFERN - 9

c/o Schulman & Kissel, P.C.
One Executive Boulevard, Suite 202
Suffern, NY 10901
845.368.0104 (tel)
845.368.0168 (fax)

Required Lease Language:

This lease shall be deemed to be consistent with the Declaration, By-Laws, and Rules and Regulations of Stonegate Homes at Suffern - 9, and it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers.

The tenant shall not sublet the premises or any part thereof, without the prior written consent of the Board of Managers.

The Board of Managers shall have the power to terminate this lease, and/or to bring summary proceedings to evict the tenant in the name of the landlord, in the event of default by the tenant in the performance of this lease.

The Board of Managers may enter into a sublease of the premises.

No pets allowed.

No commercial vehicles allowed.

The landlord/unit owner has or will pay a security deposit to the condominium. This security is between the landlord/unit owner and the condominium only. Tenant acknowledges that the condominium is holding said security deposit for the landlord/unit owner, and not for the tenant. Said security deposit is not controlled by the landlord/unit owner. Return of such deposit shall be made only to the landlord/unit owner.

Occupancy limitations: In addition to the lease and governmental laws and regulations but subject to Fair Housing Laws concerning larger families: 2 Persons in a 1 bedroom unit, and 4 persons in a 2 bedroom unit.

Parking and dumpsters for each community are separate. Stonegate 9 residents may not use Stonegate 6 parking and dumpsters, and vice versa. If you are unsure of the boundaries, please ask the Board or management.

In addition, pursuant to New York Real Property Law, §339-0, all Deeds and Leases MUST contain:

1. Description of the land as provided in subsection two of section three hundred thirty-nine-n and the liber, page and date of recording of the declaration or solely by naming the city, village or town and the county in which the unit is located and referring to the liber, page and date of recording of the declaration.
2. The unit designation of the unit in the declaration and any other data necessary for its proper identification.
3. Statement of the use for which the unit is intended.
4. The common interest appertaining to the unit.
5. Any further details which the grantor and grantee may deem desirable to set forth.

Landlord

Tenant(s)

STONEGATE HOMES AT SUFFERN - 9

Post Office Box 806

Suffern, NY 10901

Rider to Lease Agreement

Unit Owner

Premises

Tenant(s)

Lease term

1. To the extent that this Rider conflicts with any portion of the lease agreement, this rider shall control.
2. This rider may not be amended except upon the written consent of the Board of Managers.
3. This lease shall be deemed to be consistent with the Declaration, By-Laws, and Rules and Regulations of Stonegate Homes at Suffern - 9, and it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers.
4. The tenant shall not sublet the premises or any part thereof, without the prior written consent of the Board of Managers.
5. The Board of Managers shall have the power to terminate this lease, and/or to bring summary proceedings to evict the tenant in the name of the landlord, in the event of default by the tenant in the performance of this lease.
6. The Board of Managers may enter into a sublease of the premises.
7. No pets allowed.
8. The landlord/unit owner has or will pay a security deposit to the condominium. This security is between the landlord/unit owner and the condominium only. Tenant acknowledges that the condominium is holding said security deposit for the landlord/unit owner, and not for the tenant. Said security deposit is not controlled by the landlord/unit owner. Return of such deposit shall be made only to the landlord/unit owner.
9. Occupancy limitations: In addition to the lease and governmental laws and regulations but subject to Fair Housing Laws concerning larger families: 2 Persons in a 1 bedroom unit, and 4 persons in a 2 bedroom unit.
10. No commercial vehicles allowed, except while actually being used for commercial purposes. In no event may a commercial vehicle be parked overnight.
11. Parking and dumpsters for each community are separate. Stonegate 9 residents may not use Stonegate 6 parking and dumpsters, and vice versa. If you are unsure of the boundaries, please ask the Board or management.

Landlord

Tenant

Landlord

Tenant

STONEGATE HOMES AT SUFFERN - 9
RENTAL INFORMATION SHEET

Street Address: _____

Owner: _____ Tenant: _____

Lease commenced on: _____ Occupancy Commenced: _____

If applicable:

Owner's Attorney: _____ Tenant's Attorney: _____

Owner's Home Phone: _____ Tenant's Home Phone: _____

Owner's Cell Phone: _____ Tenant's Cell Phone: _____

Owner's Work Phone: _____ Tenant's Work Phone: _____

Owner's address: _____

Owner will vacate on: _____ Tenant will move into the unit on: _____

Persons who will occupy the premises:

<u>Name</u>	<u>Age</u>
_____	_____
_____	_____
_____	_____
_____	_____

Occupants' automobiles:

Make _____ Model _____ License Plate # _____

Make _____ Model _____ License Plate # _____

Make _____ Model _____ License Plate # _____

**LEASE EXTENSION AGREEMENT
(for renewals)**

Landlord: _____

Tenant(s): _____

Address of Landlord:

Address of Rental Unit:

A certain lease between the above parties for the rental unit address noted is hereby extended as follows: _____

All terms and conditions of the existing lease and rider are to remain the same. The period of the lease shall be extended for _____ and, commencing on _____ through _____. The rent is to (remain the same) (increase to \$ _____ monthly) and (no) or (\$ _____) additional security is required.

LANDLORD:

TENANT(S):

Date: _____