

# OFF-SITE HOMEOWNER INFORMATION

Off-Site Homeowner Information	Emergency Contact: <i>(Please include one contact living off-site)</i>
Name(s)	Name:
	Address:
Unit Address	Relationship:
	Phone/Cell Number:
Mailing Address	
Phone Number	
Cell Phone	
Email (optional)	

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

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

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(OFFICE USE ONLY)

Date Information received \_\_\_\_\_

# NEW TENANT INFORMATION

One occupant of the home must be 55+. Other occupants must be 19+ and only three (3) persons permitted to live in the home.

<b>Tenant Information</b>	
<b>Name(s)</b>	<b>Emergency Contact: <i>(Please include one contact living off-site)</i></b>
<b>Tenant Name</b>	Name:
<b>Address</b>	Address:
	Relationship:
<b>Phone Number</b>	Phone/Cell Number:
<b>Cell Phone</b>	
<b>Email</b> <i>(optional)</i>	

**List Full Name of Occupants:**

1. \_\_\_\_\_ Valid Driver's license or Government approved ID\* \_\_\_\_\_ *(Photocopy)*

**Occupants Phone number & email:** \_\_\_\_\_

2. \_\_\_\_\_ Valid Driver's license or Government approved ID\* \_\_\_\_\_ *(Photocopy)*

**Occupants Phone number & email:** \_\_\_\_\_

**Name of Pet and description (Only 2 pets allowed per home):**

1. \_\_\_\_\_ Dog/Cat

2. \_\_\_\_\_ Dog/Cat

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

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

**OWNER/S AFFIDAVIT  
ALL BLANKS TO BE FILLED IN**

TO: LeisureTowne Association Inc.  
102 S. Plymouth Court  
Southampton, NJ 08088

I/We the undersigned, are purchasing a home in LeisureTowne on \_\_\_\_\_ at  
(Date)

\_\_\_\_\_ and acknowledge the following:  
(Address)

A. There will be \_\_\_\_\_ person/s living at the above address, and their names are:  
(Number)

\_\_\_\_\_  
(Full Name)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Full Name)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Full Name)

\_\_\_\_\_  
(Date of Birth)

***Copy of Proof of age for all residents must be attached.***

B. That one Occupant is Age 55 or older. (Please refer to Covenant #24 for complete details)

C. No one under Age 19 and no more than three (3) people are permitted to live at the above address.  
(Please refer to Covenant #24 for complete details.)

D. I/We have read and agree to abide by the LeisureTowne Association, Inc. By-Laws, Declaration of Restrictive and Protective Covenants and the Rules & Regulations. It is the seller's responsibility to provide these documents to the new homeowner prior to closing. The realtor or attorney should also have copies for review. If not, they may be obtained from the LeisureTowne Association Office during business hours, and are also available at [www.leisuretowne.org](http://www.leisuretowne.org).

Buyers Contact Information:

Cell # \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
(Signature of Buyer)

\_\_\_\_\_  
(Signature of Buyer)

\_\_\_\_\_  
(Signature of Buyer)

**UPDATED 2/8/2023 - THIS FORM REPLACES ALL PREVIOUS VERSIONS**

# *LEISURETOWNE HOMEOWNERS ASSOCIATION*

## ABSOLUTE ASSIGNMENT OF RENTS AND LEASES AND REGULATION ON LEASE OF UNITS

### LEASE RIDER

#### LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS:

The provisions of the Declaration and the By-Laws (collectively the "Governing Documents") of the LeisureTowne Homeowners Association (the "Association") and any rules and regulations promulgated thereunder (the "Rules and Regulations") constitute material provisions of any lease of a unit (the "Lease") and are incorporated by reference in this Lease Rider. The age restrictions set forth in the governing documents shall be enforced against the tenants in the same manner as it is enforceable against owner/occupants. If any provision of the Lease is not consistent with the Governing Documents, the Governing Documents will control. Landlords shall supply a copy of the Lease, the Lease Rider and the Rules and Regulations to each Tenant. Any lease that is not accompanied by a lease rider signed by both the landlord and the tenant is null and void.

#### VIOLATION OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION:

Failure to comply with the Governing Documents, Rules and Regulations and this Lease Rider constitutes a material breach of the Lease and is grounds for eviction. Landlords shall inform prospective Tenant that Tenants are obligated to abide by and comply with the Governing Documents in the same manner as Landlords. Landlords shall be responsible for paying fines for any Tenant violations of the Governing Documents.

In the event that the Tenant violates a provision of the Governing Documents or Rules and Regulations 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 30 days from the date of notice by the Association, then this Rider shall constitute a limited power of attorney given by the landlord to the Association empowering the Association to commence eviction proceedings in the name of Landlord against the Tenant. The Landlord will then be responsible to pay the Association's legal fees and costs incurred in such proceedings, in the event that the Association prevails.

#### LANDLORD'S OBLIGATIONS TO THE ASSOCIATION:

Landlords must provide the Association with a completed and written copy of the Lease and Lease Rider ten (10) days prior to the commencement of the Lease. Landlords must disclose the names and contact numbers of all Tenants concurrent with the submission of such documents.

In accordance with the governing documents, the Unit shall be occupied by individual or family unit and occupancy is limited to three (3) persons per Unit. At least one person age 55 or older, no one under the age of 19 is permitted to occupy the unit (proof of age required). Contact information is listed below for identification purposes for Association recordkeeping.

NAMES:

AGE(S):

PHONE:

_____	_____	_____
_____	_____	_____
_____	_____	_____

If any Tenant shall move out of the Unit prior to the end of the Lease period, the Landlord must have any new Tenant execute and sign a new Lease and Lease Rider. If at any time during the Lease period, the number of Tenants living in the Unit differs from the number reflected in the Lease, the Tenant(s) shall be found in breach of the Lease and subject to eviction and any other penalties reflected in the Governing Documents or this Lease.

The Landlord must provide the Association with his/her forwarding address and contact number for Association recordkeeping:

ADDRESS:

CONTACT NUMBER:

_____	_____
_____	LEASED PROPERTY ADDRESS:
_____	_____

**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.

**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 township 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.

**COLLECTION OF RENT BY ASSOCIATION:**

Landlord understands and agrees that he/she is obligated to pay assessments and other amounts to the Association despite any failure to collect rent from Tenant. Tenant understands and agrees that he/she is to pay rent to Landlord. Notwithstanding this, Landlord and Tenant hereby acknowledge and agree that in the event Landlord becomes delinquent in the payment of maintenance fees, assessments, fines, or other amounts to the Association, the Association shall have the right, after notice, to collect rents as they come due from Tenant and Tenant shall have

the obligation to pay rent as it comes due to Association to satisfy any outstanding amount due to the Association and the tenant is hereby authorized by the landlord to deduct any such payments from the rent. Such right and obligation shall terminate after notice by Association when all amounts due are paid. The Landlord shall and hereby does agree to indemnify Tenant for payment of rents to the Association should the Association so direct any tenant in writing. Notwithstanding such right to collect rents as granted to Association, Landlord and Tenant shall retain all obligations associated with operation and maintenance of the Unit. The Association shall not be deemed to be an agent or partner of Landlord and nothing herein contained shall be construed to impose any liability upon the Association by reason of the right granted herein.

**POWER OF ATTORNEY TO EVICT**

Landlord agrees that if the Association puts the landlord on notice that a tenant has violated any of the Rules, Regulations or other governing documents of the Association, the landlord shall take all steps necessary to correct and cease such violations including eviction if necessary. If landlord does not take such action within 30 days of the notice, landlord hereby grants the Association a power of attorney to initiate an eviction in the name of the landlord. **Tenant hereby understands and agrees that any violations of the Rules, Regulations and the governing documents of the Association are grounds for eviction by either the landlord, or by the Association under this power of attorney.**

_____	_____
, Tenant	Date
_____	_____
, Tenant	Date
_____	_____
, Landlord	Date
_____	_____
	Date
On behalf of LeisureTowne Homeowners Association	_____
	Date

I acknowledge that I have received a copy of the Association's Rules and Regulations and understand that this Rider is part of the lease and enforceable in a court of law to the same degree and in the same fashion as the primary lease.

_____	_____
, Tenant	Date
_____	_____
, Tenant	Date