

Stonegate Homes at Suffern **Document: Closing Instructions**

If you are interested in closing on a Stonegate Homes Condominium Unit, please follow the instructions below:

- 1. Complete all documents attached
 - a. Power of Attorney
 - b. Owner Registration
- 2. Include
 - a. Sale Contract
 - b. \$25 Check (for Right of First Refusal)
- 3. Mail check to PO Box below.
- 4. Submit all documents to: register@stonegateone.com

Notes:

• Insurance certificates can be obtained at LHB Insurance Brokerage, 845-352-4000.

If you have any questions please contact:

Mindy Ross Controller 914-260-8140 finance@stonegateone.com



Stonegate Homes at Suffern **Power of Attorney**

PO Box 237 Suffern, NY 10901

The undersigned,						
residing at						
, the owner of Unit No. , in the Condominium known as Stonegate, consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York, pursuant to the Declaration dated June 11th, 1971, and recorded in the Office of the County Clerk of Rockland County on June 29, 1971, in Liber 892 of Conveyances at page 106, and on Floor plans on file in said office as Map No. 2472/71, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of Stonegate, jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name accordance with their common interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, in the interest of such Unit Owner in all other assets of the Condominium (hereinafter collectively call the "Appurtenant Interests"), or any Unit, together with the Appurtenant Interests, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper and thereafter to convey, sell, lease, or mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do, if the undersigned were personally present.						
attorneys-in-fact.	don perse	ons constituting the Board of Managers shall constitute the acts of said				
This power of attorney sha	all be irrev	vocable.				
IN WITNESS WHEREOF, ,20	the unde	rsigned has/have executed this Power of Attorney this day of				
STATE OF NEW YORK)) ss.:				
COUNTY OF ROCKLAND))					
On the day of appeared	,20	, before me, the undersigned, a Notary Public in and for said State, personally , personally known to me or proved to me on the basis of satisfactory evidence,				

appeared , personally known to me or proved to me on the basis of satisfactory evidence, to be individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Record & Return to: Stonegate Homes at Suffern Notary Public

PO Box 237 Suffern, NY 10901



Stonegate Homes at Suffern **Document: Lease & Deeds**

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

- 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.

AND, pursuant to this Condominium Rules:

Deed Language:

The acceptance of this deed by the Grantee shall constitute an assumption of the provisions of the Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time.

Lease Language: see certificate amendment

This lease shall be deemed to be consistent with the Bylaws of Stonegate Condominium, and it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers.

The Board 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.

A security deposit will be or has been made by the landlord/unit owner with the condominium. This security is between the landlord/unit owner and the condominium only. Tenants who tender checks on behalf of the landlord/unit owner are on notice that the condominium is holding the money for the landlord/unit owner, and not the tenant. Such deposits are not controlled by the landlord/unit owner. Return of such a deposit shall be made only to the landlord/unit owner.

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF STONEGATE HOMES AT SUFFERN ("CONDOMINIUM")



The undersigned, being the Secretary of Stonegate Homes at Suffern certifies that the following resolution amending the Declaration and By Laws which was originally recorded in the Rockland County Clerk's office on June 29, 1971 in Liber 892, page 106 ("Declaration") was duly passed by the required majority of unit owners at a duly called meeting held on June 21, 2012.

NOW THEREFORE, BE IT RESOLVED, that Article VIII, Section 1, of the By-Laws of Stonegate Homes at Suffern is amended to add the following subsections (as indicated in bold), as follows:

"Section 1.a. No unit may be rented for the first three years after it is acquired."

"Section 1.b. Violations of this subsection may be enforced by: seeking an injunction; commencing an eviction proceeding; assessments of amounts of \$100 per day for each day that a violation exists, or a minium of \$1,000,whichever is greater; collection of costs or enforcement, including legal fees and costs; suspension of parking privileges; and any other means provided for in the By-Laws or Rules and Regulations.

AND BE IT FURTHER RESOLVED that, in order to administer leasing procedures and ensure that leases comply with the Condominium's governing documents and New York Condominium Law, and that they be explicitly subject to them, an initial house rule and regulation, which may be amended from time to time by the board of managers, shall read as follows:

"All Leases must be for a 1 year term only. All leases must have attached the condominium's lease rider. No unit may be leased except after compliance with the board's policies, as they may be amended from time to time."

AND, because administration of this procedure will necessarily take time and expense, and because the board members are volunteers who may chose not to administer and oversee the leasing rules and regulations, and because the condominium's managers or attorneys would charge the condominium a fee for overseeing the administration of this burden, and in fairness the fees should be borne by the leasing owners, and not the balance of the unit owners as a common expense.

NOW THEREFORE, be it further resolved, that the board may charge and collect, and allow its management and attorneys to charge and collect, reasonable and customary fees for overseeing and administering the leasing procedures and ensuring compliance with them, and an initial house rule and regulation is established as follows:

The condominium's board of managers, outside management company, and attorneys may charge an administrative and compliance fee to unit owners leasing their units, in reasonable and customary amounts to be set by the board from time to time.

AND, in order to comply with the amendment procedures of Article XII, Section I, as amended, the Secretary and other officers of the Condominium are authorized to sign certificates memorializing this Amendment, and to record them if appropriate, but only if and after the required majority percent of Unit Owners in number and common interest approve it.

Pursuant to clarifications made at the meeting, this resolution is effective as to units acquired after June 21, 2012 only.

Dated: July 7, 2012

Adam Gutternman, Secretary

STATE OF NEW YORK) ss COUNTY OF ROCKLAND)

On this Tday of July 2012, before me, the undersigned, personally appeared Adam Gutterman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

KIM A. DUBIN
Notary Public, State of New York
OIDU4906093
County of Orange
Commission Expires Sept. 28, 20/3



Stonegate Homes at Suffern **Document: Owner Registration**

Unit:		Closing Date:
Seller Informatio	n	
Full Name:		Mobile Phone:
Home Address:		Work Phone:
Email:		Current Parking Spaces:
Purchaser Inform	nation	
Primary Owner		
Full Name:		Mobile Phone:
Work Phone:		Email:
Emergency Conta	<u>act</u>	
Full Name:		Mobile Phone:
Work Phone:		Email:
Addition Occupan	u <u>ts</u>	
Full Name:		Age:
<u>Automotive</u>	*all vehicle registrations must be filed t	vith management
Make:	Model:	License #:
Make:	Model:	License #:
Make:	Model:	License #:



Stonegate Homes at Suffern **Document: Owner Registration**

Purchasing Information	
Title Insurance Co:	Title #:
Mortgage Bank:	Loan #:
Date Seller to vacate unit:	Date Purchaser to occupy unit:
Seller's Attorney Name:	Purchaser's Attorney Name:
Seller's Attorney Telephone:	Purchaser's Attorney Telephone:
Seller's Attorney Email:	Purchaser's Attorney Email:



Stonegate Homes at Suffern **Smoking Policy** Enacted: 6/2012

In compliance with the Rockland County law on a smoking in multiple residence dwellings, the board has enacted a smoking policy as follows:

The smoking policy of the condominium is designed to meet, at minimum, compliance with all State, County and local regulations, including the New York State Clean Indoor Air Act, the Rockland County Sanitary Code, and Rockland County Local Laws concerning smoking in multiple dwellings. Upon enactment of a superseding or amending law, this policy shall immediately be deemed amended to remain in compliance.

Smoking is prohibited in all common areas, including but not limited to public hallways, and meeting or community rooms, as well as in all management offices, maintenance garages, shops, and storage rooms located on the community premises.

Smoking is prohibited under contiguous awnings or overhangs which are physically attached to the building.

No smoking signs are to be posted and to remain in all indoor public and/or employee areas of all multiple dwelling units.

All owners are obligated to advise prospective purchasers, tenants, residents and guests of this smoking policy. Occupants must be provided with a copy.

Smoking is permitted in all dwelling units, provided that no fume, smoke, or odor may escape from the unit into any other unit or any common area.

In the event the condominium board determines, in the sole and reasonable discretion, that smoking emanates from a particular unit and is not contained therein after notice of violence and reasonable time to cure, which time shall not exceed 10 days from the notice, smoking shall then be prohibited in that unit.

Neither the community not the board guarantees any resident a 100% smoke-free environment. The implementation of the smoking policy is designed to comply with all laws, but creates no liability for an alleged failure of the smoking policy to work or for an alleged failure to enforce it.

This smoking policy is effective 5 days after it has been mailed to the unit owners, but in no event later than June 1, 2012.