

MONTGOMERY WOODS HOMEOWNERS ASSOCIATION

Lease Rider

This Rider to Unit Lease is made and entered into this _____ day of _____
by and between _____ (hereinafter referred to as "Unit
Owner") and _____ (hereinafter referred to as "Tenant").

It is agreed and understood as follows:

1. ASSOCIATION PROVISIONS

The Unit Owner assigns all rights and privileges associated with ownership of a Unit in Montgomery Woods ("Development") to the Tenant, except as specifically set forth below.

However, the Unit Owner exclusively retains the right to vote, to affect the ownership interest, to hold office in the Association and to receive insurance and other awards and proceeds. In addition, the Unit Owner remains liable for the payment of the common expense assessment.

Unit Owner will be liable for the acts of the occupants of the Unit or for the acts of employees during the course of work contracted for by Tenant with such employees.

Tenant must communicate with the Association through the Unit Owner and notify Unit Owner whenever Tenant receives any communication from the Association.

Tenant agrees to abide by the terms and conditions of the governing documents for the Development ("Governing Documents"). The Default of any requirement applicable to occupants under the Governing Documents and Board resolutions is a default of this lease.

Tenant acknowledges receipt of a copy of the Governing Documents. Tenant understands that the Association can take enforcement action directly against the Tenant for breach of the Governing Documents or Board resolutions, as if it were the Unit Owner. The Association may also levy fines and other penalties against the Tenant as well as the Unit Owner.

2. COMMON ELEMENTS

The Common Elements are provided to accommodate the occupants of the Development. To the extent permitted by law, Tenant may use those areas subject to the Governing Documents and the policies of the governing board of the Association ("Board").

3. INJURY, DAMAGE OR LOSS

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

To the extent permitted by law, the Association will not be liable for any package left with any of the Association's employees, or any loss by theft or otherwise.

The Association may enter the Unit without the consent of Tenant in case of emergency.

Authorized agents of the Association may enter the Unit with the Tenant's consent at reasonable times after giving reasonable oral and written notice. Such entries may be

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made to inspect the unit, to make necessary or agreed-to-repairs, alterations, improvements, and to supply necessary or agreed-to-services.

4. RIGHT TO ENTER THE UNIT

The Association will have all other rights to enter the Unit as may be provided by law.

The Association shall not be responsible for any damage resulting from such entries, except damage caused by its own negligence.

5. DAMAGE CAUSED BY TENANT

Tenant is liable to the Unit Owner and the Association for any damage sustained by the Unit Owner or the other Unit Owners of the Development or the Association, and caused by the Tenant or the guests, family, agents or employees of the Tenant.

6. ALTERATIONS

Tenant will make no alterations, additions, or improvements to the Unit without the prior written approval of the Board. The Association must also approve the time and manner of performing the work.

7. RULES

Tenant will comply with the rules and regulations of the Association. These rules and regulations may be modified or supplemented by the Association from time to time. Tenant will also comply with the Municipal Code regulating the number of people allowed to reside within a unit.

8. POWER OF ATTORNEY

In the event the Tenant is disorderly or disruptive, allows destruction, damage, or injury to the premises, or in any other way fails to comply with the Governing Documents, and the Unit Owner fails to institute and diligently prosecute an eviction action against the Tenant for good cause as set forth in N.J.S.A. 2A: 18-G1.1 (which includes, but is not limited to disorderly conduct, willful or negligent destruction of the premises, and violation of rules and regulations) the Association shall have the right to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the sole cost and expense of the Unit Owner, including all legal fees incurred. Said cost and expenses shall be deemed to constitute a lien on the Unit.

9. OCCUPANTS

The Unit will be occupied by no more than _____ persons, whose names and ages are listed below for identification purposes for Association record keeping:

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IF PERSONS OTHER THAN THOSE LISTED ABOVE OCCUPY THE UNIT, THE TENANT WILL BE IN VIOLATION OF THIS LEASE AND SUBJECT TO EVICTION

10. PETS

The Unit Owner has agreed to permit the Tenant to keep only those domestic pets listed below, if any, subject to the rules and regulations of the Association.

Dated this _____ day of _____

WITNESS:

_____ BY: _____
(Unit Owner)

WITNESS:

_____ BY: _____
(Tenant)

(Tenant)

ADDRESS OF UNIT: _____