



SPRUCE HILLS CONDO ASSOCIATION
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RIDER TO UNIT LEASE AT SPRUCE HILLS CONDOMINIUM (the "condominium")
As provided for in the Master Deed and Recorded in the Hunterdon County Clerk's office in
Book 1128 Pages 1048 - 1051.

UNIT _____ STREET ADDRESS _____

THIS RIDER to Unit Lease is made and entered into as of this

_____ of _____, _____
(day) (month) (year)

by and between _____ and _____
(Owner) (Tenant)

IT IS AGREED and understood as follows:

1. CONDOMINIUM PROVISIONS:

1.1 The Unit Owner assigns all membership rights and privileges associated with ownership of a Unit in the Condominium to the Tenant, except as specifically set forth below.

1.2 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.

1.3 The Unit Owner will be liable for the acts of the Tenant of the Unit and Tenant's guests and invitees and for the acts of employees during the course of work contracted for by the Tenant with such employees.

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

1.5 This lease is subordinate to the provisions of the Master Deed and By-Laws and the Tenant agrees to abide by the terms and conditions of the Master Deed, By-

Laws, Restrictions, and rules and regulations and associated documents for the Condominium. (collectively, the "Governing Documents") The default of any requirement applicable to tenants or occupants under the Governing Documents is a default under this Lease.

1.6 The Tenant acknowledges receipt of a copy of the Governing Documents. The Tenant also understands that the Association can take enforcement action directly against the Tenant for any breach of the Governing Documents, as if the Tenant 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:**

2.1 The Common Elements (as defined in the Master Deed) are provided to accommodate the occupants of the Condominium. To the extent permitted by law, the Tenant may use those areas subject to the Governing Documents and the policies of the Board of Trustees of the Association (the "Board").

3. **LIABILITY:**

3.1 By signing this lease document the renter is agreeing to obey all of the condo By-Laws as if the renter is an owner and/or, the renter see and hold themselves as an owner with respect to the Spruce Hills Condominium By-Laws. The renter also agrees that they will be governed as an owner would be under the NJ Statutes 2A:62A-13 which relates to liability.

4. **INJURY, DAMAGE OR LOSE:**

4.1 The 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 or around the Unit.

5. **RIGHT TO ENTER THE UNIT:**

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

5.2 Authorized agents of the Association may enter the Unit with the Owner's or the Tenant's consent at reasonable times after giving reasonable oral or written notice. Such entries may be made to inspect the Unit, to make necessary or agreed-to repairs, alterations, or improvements, or to supply necessary or agreed-to-services.

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

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

6. DAMAGE CAUSED BY TENANT:

6.1 The Tenant is liable to the Association for any damage sustained by the Association or to the property of the Association (including the Common Elements and Limited Common Elements) and is liable to other Unit Owners of the Condominium for any damage sustained by such other Unit owners which may be caused by the Tenant or the guests, family, agents, invitees, or employees of the Tenant.

7. ALTERATIONS:

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

8. RULES:

8.1 The Tenant will comply with the rules and regulations of the Association, as they may be modified or supplemented by the Association from time to time.

9. POWER OF ATTORNEY

9.1 In the event the Tenant is disorderly or disruptive, allows destruction, damage, or injury to the Unit, Common Elements, or Limited Common Elements, or in any 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:18-61.1 (which includes, but is not limited to disorderly conduct willful or negligent destruction of the premises, and violation of the Governing Document), the Association shall have the right, but not the obligation, 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 expense shall be deemed to constitute a lien on the Unit.

10. **OCCUPANTS:**

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

1. _____
2. _____
3. _____
4. _____

By signing below you are agreeing that you understand and will be compliant with the 10 items listed above.

_____	_____
(Unit Owner)	(Date)
_____	_____
(Unit Owner)	(Date)
_____	_____
(Tenant)	(Date)
_____	_____
(Tenant)	(Date)