

FRONTENAC CONDOMINIUM ASSOCIATION, INC. - UNIT OWNER LEASE RIDER

LEASE RIDER TO BE ATTACHED & INCORPORATED INTO LEASE BETWEEN FRONTENAC UNIT OWNER AND TENANT

WHEREAS, Landlord is _____ and resides at _____ and is the legal owner of record of Frontenac Unit # _____ ("Landlord"), which unit is located at the Frontenac, 90 Prospect Street, Hackensack, New Jersey 07601 (the "Unit") and such Unit is part of the Frontenac Condominium Association (the "Condominium"); and

WHEREAS, Landlord desires to lease said Unit to Tenant(s) _____ whose address is _____

upon the terms and conditions as contained in that certain written lease agreement dated _____ between Landlord and Tenant (the "Lease"), which Lease is attached hereto, and that the agreement between Landlord and Tenant are at all time during the term of the Lease and while Tenant occupies the Unit, subject to the terms and conditions as contained in this Lease Rider; and

WHEREAS, The Frontenac Condominium Association, Inc. ("Association") is empowered by the New Jersey Condominium Act, N.J.S.A.46:8B-1, *et seq.*, ("Act"), and the Master Deed, By-Laws and the Rules and Regulations for the Condominium, including any resolutions of the Association, all as now in effect or as hereinafter may be amended, revised and/or updated ("Association Documents") to regulate the use, occupancy, and leasing of Units within the Condominium; and

WHEREAS, the Association is further empowered to protect the health, safety and general welfare of the residents of the Condominium, subject only to such limitations as are expressly set forth in the Master Deed and in accordance with applicable law; and

WHEREAS, the Board of Directors ("Board") for the Association has determined that it is for the benefit and general welfare of the residents of the Condominium to regulate leases in the Condominium as provided herein, all in accordance with the Master Deed; and

WHEREAS, Landlord and Tenant acknowledge and agree to fully abide by all of the terms, conditions and provisions contained in this Lease Rider and in the Governing Documents, and the signature of Landlord and Tenant on this Lease Rider is a condition precedent to the consent of the Condominium to the Lease of the Unit by Landlord and no lease between Landlord and Tenant shall be effective until the Association acknowledged in writing its receipt of this fully signed Lease Rider, and receipt of Landlord and Tenant's insurance policies are required hereunder and the payment of all fees and deposits as required under this Lease Rider.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Unit Owner/Landlord of the above referenced Frontenac Unit and the Tenant as stated herein above, warrant, covenant and agree as follows:

1. MINIMUM TERM. Notwithstanding anything to the contrary that may be contained in the Lease, the minimum term of the Lease shall be one (1) year. No lease term of less than one (1) year is permitted. Only the entire Unit may be rented and no rental of individual rooms, or any portion of the Unit (other than the entire Unit) is permitted. No short term rentals or occupancy of the Unit is permitted under any circumstances. The Unit may only be used as a single family residence and for residential purposes only. Only those residents specifically listed in the attached Lease may reside in the Unit and no transients, temporary residents, or any other occupant or resident is permitted to reside in or occupy the Unit. Under no circumstances may the Unit Owner or Tenant rent out the Unit or any rooms therein as "AirBNB" or other similar type of short-term hotel type rental.

2. ASSOCIATION DOCUMENTS. Tenant shall be obligated at all times to fully and promptly comply with all of the terms, conditions and provisions of the Association Documents including any amendments and updates thereto, all notices from or on behalf of the Association and/or its managing agent, and any directions from building management and staff. Landlord is solely responsible to provide Tenant with copies of the Association Documents and to ensure that Tenant fully complies with the Association Documents and including the provisions of this Lease Rider. Landlord is solely responsible for providing Tenant with copies of the Frontenac Rules and Regulations and any other Association Documents regarding Tenant's occupancy of the Unit. Landlord and Tenant shall be jointly and severally responsible for any non-compliance and shall be subject to all enforcement remedies available to the Association, including but not limited to the impositions of fines and interest, reasonable attorney fees and costs as may be imposed by the Association. Landlord shall throughout the term of the Lease and at all times while Tenant occupies the Unit, be responsible for full compliance by Tenant with the Association Documents and for all acts of Tenant, and any of Tenant's guests and visitors. If Tenant or any guest or visitor of Tenant violates the terms and conditions of the Association Documents, engages in unsafe or threatening behavior, causes disturbances in the building or on building property, or interferes with or causes disturbances with building management, staff, board members, other unit owners, contractors, visitors or guests, Landlord will be responsible for such actions of the Tenant and subject to the imposition of fines, fees, costs, including reasonable attorney fees as may be imposed by the Association, which will be billed to Landlord as part of the regular maintenance assessment and shall be due and payable therewith. Additionally, the Association reserves the right to require Landlord to take all actions as may necessary to remove the Tenant from the building, including the commencement by Landlord of legal action, the responsibility for and cost of which shall be the sole responsibility of Landlord, and Landlord and Tenant specifically acknowledge, understand and agree that the Association shall not have any responsibility, obligation or liability to either Landlord or Tenant in the event the Association requires that Landlord commence such action due to Tenant's violation of the Association Documents. If legal action is necessary to enforce the terms and conditions of this paragraph, Landlord and Tenant shall be jointly and severally responsible for all of the Association's costs, fees and expenses, including reasonable attorney's fees and costs.

3. COLLATERAL ASSIGNMENT OF RENT. In the event of any delinquency by Landlord as Unit Owner of thirty (30) days or more in the payment of common expenses, regular assessments, special assessments, or other charges levied or imposed by the Association (collectively referred to as "Maintenance" which shall include the monthly payment of Association maintenance, cable charges, repair charges, late fees, interest, attorney's fees, damage/repair charges and other costs as imposed by the Association), the Association shall be entitled to receive, collect and enjoy said rents, charges and other amounts then and thereafter payable under the Lease agreement by Tenant including any amount which may then be past due, without application for a receiver or other process of law. The Unit Owner/Landlord hereby constitutes and appoints the Association and its managing agent as its true and lawful attorney in fact, in its name or otherwise and at the Unit Owner/Landlord's expense, to demand, collect, sue for and take all lawful measures including the commencement of legal proceedings against Tenant for the recovery of said rents as collaterally assigned by the Unit Owner/Landlord to the Association, which action shall include all charges, costs, fees including reasonable attorney fees and other amounts accrued and unpaid, as well as the rents thereafter accruing and becoming payable. The Unit Owner/Landlord authorizes the Association and its managing agent and employees and agents to enter the Unit.

If the Association notifies Landlord and Tenant in writing that Tenant is to commence making payment of rent to the Association, the signature herein below by the Landlord is authorization for Tenant to immediately commence making payment to the Association of the monthly rent otherwise paid or to be paid by the Tenant to the Landlord and the Association shall be entitled to receive, collect and apply said rents, charges and other amounts then and thereafter payable under the Lease agreement including any amount which may then be past due, without application for a receiver or other process of law and without any further requirement on the part of the Association. All rents collected from the Tenant shall be first applied to any costs and fees owed by the Unit Owner/Landlord to the Association including any attorney fees imposed by virtue of Unit Owner/Landlord's default in the payment of Maintenance. The Unit Owner/Landlord hereby constitutes and appoints the Association and its managing agent as its true and lawful attorney in fact, in its name or otherwise and at the Unit Owner/Landlord's expense, to demand, collect, sue

for and take all lawful measures including the commencement of legal proceedings against Tenant for the recovery of said rents as collaterally assigned by the Unit Owner/Landlord to the Association, which action shall include all charges, costs, fees including reasonable attorney fees and other amounts accrued and unpaid, as well as the rents thereafter accruing and becoming payable. The Unit Owner/Landlord authorizes the Association and its employees and agents to enter the Unit.

Tenant shall, upon receipt of written notice from the Association or its managing agent or legal counsel, pay over directly to the Association the total rent otherwise due from Tenant to Landlord, with such amounts to be applied by the Association to the Maintenance charges due from Landlord to the Association, including any delinquent amounts due and/or accelerated amounts, and Tenant may deduct the amounts paid to the Association from its rental payments, without being deemed in default by Unit Owner under the lease between Unit Owner and Tenant. Such direct payments by Tenant to the Association shall continue until all Maintenance amounts are current, including any accelerated sums. This provision shall be deemed as Landlord's express consent and agreement to a collateral assignment of rent by the Tenant to the Association and the Landlord's express consent and agreement that the Tenant shall pay over such rent to the Association and ensure the payment of all such Maintenance as due from Landlord, if required by the Association.

The Tenant shall pay all such Maintenance, including any accelerated sums, directly to the Association and deduct these amounts from its rental payments without being deemed in default under the Lease by the Unit Owner/Landlord. Such direct payments of rents by the Tenant to the Association shall continue for the duration of the Unit Owner/Landlord's continued default, until the Association notifies Tenant in writing that all such Maintenance is current and the Unit Owner/Landlord is no longer delinquent. Thereafter, the Association at its option may instruct the Tenant to send all future payments for maintenance directly to the Association or to the Unit Owner/Landlord. The Association may implement any other reasonable collection procedures with Tenant to continue the Owner/Landlord's Maintenance account in a current paid status.

This assignment of rents shall operate merely as an assignment of rents, charges and other amounts under the Lease between Unit Owner/Landlord and Tenant and shall not under any circumstances be deemed to be an assumption by the Association of any obligation whatsoever of the Unit Owner/Landlord under the lease between Unit Owner/Landlord and Tenant thereunder. The Provision shall be deemed a collateral assignment of such rent to the Association by the Tenant instead of to the Unit Owner/Landlord to ensure the payment of the Maintenance owed by the Unit Owner/Landlord to the Association. The Unit Owner/Landlord intends that the Association may enforce this provision.

4. COPY OF THE LEASE. Prior to the commencement of and as a condition precedent to the effectiveness of the Lease, an fully executed copy of the Lease and this Addendum shall be furnished by Unit Owner to the Association, together with the names of all unit occupants all of whom must be specifically stated in the Lease, along with copies of current photo identification for each occupant along with the make, model, year and license plate number of the vehicle(s) of Tenant. No occupancy of the Unit by any Tenant shall be allowed unless and until there is full compliance with this paragraph.

5. COPY OF TENANT AND UNIT OWNER INSURANCE. Prior to moving into Frontenac and as a condition precedent to the effectiveness of the Lease, Landlord shall provide the Association with a current certificate of insurance for the Unit listing Frontenac as an additional insured under such policy. Prior to the commencement of and as a condition precedent to the effectiveness of the Lease, Tenant shall provide the Association with a current certificate of insurance for the Unit Tenant for H03 or equivalent Renter's Insurance with a minimum of \$100,000.00 property damage insurance coverage and a minimum of \$300,000.00 liability coverage and listing the Association as an additional insured under such policy. Landlord is required to provide proof of this coverage to the Association at least five (5) days prior to the Tenant moving into Frontenac. Tenants are required to maintain this insurance for the entire length of time they are Tenants and reside in the Unit. Failure of Tenant to maintain such insurance shall constitute a material breach of this Agreement and shall be grounds for the

Association to require Landlord to commence eviction proceeds against Tenant.

6. NO SUBLETTING OR ASSIGNMENT OF LEASE. The Lease may not be assigned by Tenant and subletting of the Unit shall not be permitted under any circumstances whatsoever. Landlord and Tenant expressly understand and agree that only the individuals specifically named in the Lease may occupy the Unit or use any building amenities. The Association reserves the right to require Landlord to take all steps necessary, including the commencement of legal action, to remove from the building any individuals occupying the Unit who are not listed as tenants in the Lease. Any assignment or subletting of the Unit is expressly prohibited and shall be deemed a material violation of the Lease and grounds for the Association to require eviction by Landlord.

7. OCCUPANCY OF UNIT. Landlord and Tenant expressly agree that the Unit shall only be used as a single family residence and not for any other purpose and that only the Tenants listed in the lease agreement between Unit Owner/Landlord and Tenant shall be permitted to occupy the Unit. The Unit may not be used for business purposes. No individual rooms or areas within the Unit may be leased or rented by the Landlord or by the Tenant and no one except the Tenant and his/her immediate family members may occupy the Unit. The Tenant shall comply with all municipal ordinances, regulation and any other statutes or code regulating the number of people allowed to reside within the Unit. The full names and ages of all persons to occupy the Unit and all vehicles to be parked at Frontenac must be listed on the attached form for identification purposes and submitted to Frontenac prior to the commencement of any lease term.

8. SUBORDINATION. The Lease shall be automatically without the need for any further document, be subordinated to the rights of the Association and to any lien of the Association again the Unit for any and all unpaid Maintenance or any other charges as may be imposed by the Association without the necessity for the execution or recording of any formal instrument of subordination.

9. DURATION OF ADDENDUM. If the Tenant remains in possession of the Unit after the expiration or termination of the Lease, whether or not the Lease is renewed or extended in writing or otherwise, the provisions of this Lease Rider shall remain in full force and effect and shall be fully enforceable against Tenant and Unit Owner/Landlord throughout all periods of Tenant's occupancy in the Unit and until Tenant fully vacates the Unit.

10. PARTIES. Unit Owner/Landlord and Tenant fully understand, acknowledge and agree that the Association does not represent either the Unit Owner/Landlord or Tenant in the lease of the Unit, that the Association has not undertaken and will not undertake any review of the sufficiency of the Lease or any terms or conditions therein, including but not limited to whether or not the Lease terms are fair, reasonable or in compliance with any local, county and/or state laws as may be applicable thereto, and that the Association does not make any comment regarding the sufficiency of the Lease and that Unit Owner/Landlord and Tenant have each sought or had the opportunity to seek their own independent legal counsel to advise them regarding their rights under such Lease and under this Lease Rider and that they have each availed themselves of that right or waived that right to seek their own independent legal counsel as they each deem to be in their best interest and that the Unit Owner/Landlord and Tenant shall each proceed as they in their own independent judgment determine to be in their best interests regarding the Lease and the terms and conditions set forth therein and in this Lease Rider and regarding their own determination regarding the compliance thereof with any and all laws, regulations, statutes, ordinances, *etc.* as may affect such Lease and the possession and occupancy in the Unit. Landlord and Tenant each further understand, acknowledge and agree that the Association has not made and shall not make any review of the Lease between Landlord and Tenant, and the Association has not and does not make any comment, statement, opinion or otherwise regarding the terms, conditions or legal sufficiency of the Lease or any terms or conditions therein, or whether or not the Lease is in compliance with any local or state laws, regulations, statutes, *etc.* or otherwise, as may now be in effect or may be hereafter enacted, or regarding the occupancy or tenancy in the Unit by Tenant. Landlord is solely responsible to comply with any municipal, county, state and/or federal regulations and obtain and permits and file any landlord registration statements or otherwise as may be required thereunder. Landlord and Tenant also fully understand, acknowledge and agree that the Association has not made and does not make any statement or representation regarding the condition of the building, the condition of the Unit, of any common area or any amenities in the building or regarding any fixtures, systems or furnishing in the Unit or in the building in which the

Unit is located.

11. FRONTENAC LEASE RIDER CONTROLLING. The provisions of this Lease Rider shall supersede and are controlling regarding any inconsistency that may exist in the Lease or any agreement between Landlord and Tenant and regardless of anything to the contrary in the Lease or any agreement between Landlord and Tenant, if there is any conflicting provision in any such Lease or agreement, the provisions of this Lease Rider shall prevail and be controlling.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Addendum on this ____ day of _____, 202__.

Witness

Tenant

Witness

Tenant

Witness

Landlord

Witness

Landlord

FRONTENAC CONDOMINIUM ASSOCIATION, INC. - UNIT OWNER LEASE RIDER CENSUS ADDENDUM

FRONTENAC UNIT # _____

UNIT OWNER/LANDLORD NAME:

UNIT OWNER/LANDLORD ADDRESS:

UNIT OWNER/LANDLORD PHONE # and email ADDRESS:

TENANT NAME:

TENANT ADDRESS:

TENANT PHONE # and email ADDRESS:

TENANT EMERGENCY CONTACT NAME, ADDRESS, PHONE & email:

NAMES AND AGES OF ALL TENANTS TO OCCUPY THE UNIT (Attach copies of current photo ID):

MAKE, MODEL, COLOR, YEAR and LICENSE PLATE # OF ALL TENANT VEHICLES TO BE PARKED AT FRONTENAC
(Parking pursuant only to Frontenac Parking License):
