

*The Enclave Condominium Association, Inc.*

*2019-2020*

*Residential  
Lease*

*Unit # \_\_\_\_\_*

**AN APPLICATION FEE AND AN EXECUTED CERTIFICATE OF OCCUPANCY APPLICATION FORM MUST ACCOMPANY THIS APPLICATION. THE APPROVED CERTIFICATE OF OCCUPANCY MUST BE RECEIVED BY THE MANAGEMENT OFFICE PRIOR TO MOVE-IN.**

This lease is not intended to fully comply with all requirements as may be set forth by the State of New Jersey or any local municipality. Should any additional requirements be necessary, it is the obligation of the landlord or agent to determine what, if any, provisions may be missing, and to incorporate same into this lease.

# *The Enclave Condominium Association*

## **Rental Procedure:**

Unit owners may rent their units a maximum of **ONE** time within a calendar year. Rentals must be for a minimum of ninety days. Owners must utilize an official Enclave lease (available at the Management Office. The following policies must be followed for the rental of units:

**Step #1:** The following documents must be submitted for Enclave review and approval. (Review period is 2 weeks from submission date.)

1. Lessee's favorable Credit Report with a credit score of **700 or greater**.
2. Lessee's favorable Police Report showing no felony convictions.
3. Lessee's favorable Landlord Protect report showing no previous evictions or any unfavorable landlord/tenant issues.
4. Photo ID of all persons signing the lease and credit application.

## Unit Owner/Landlord Financial Requirements

1. Unit Owner/landlord must be current with their Condominium account before an initial lease or lease renewal is approved and processed by the Association.
2. In the event, at any time during the lease period, that unit owner/landlord is 2 months or more behind in his/her Condominium account, the unit owner/landlord must agree to subordinate any rent due and permit the Association to receive all net rental payments until the Association account is current.

**Step #2:** Upon review of the above and notification of approval by The Enclave, the following additional documents and rule compliance are required:

1. A Lease Fee, based on the Rental Fee Schedule ("Exhibit A") is required from the unit owner/landlord. The Rental Fee Schedule is approved, from time to time, by The Enclave Board of Trustees.
2. A C.O. (Certificate of Occupancy) from Atlantic City Code Enforcement, listing the names of all occupants, is required. Any occupancy without a C.O. will be reported to Code Enforcement as will occupancy by more than the number of individuals permitted by code.
3. Submission of an inspection and Clearance Certificate from a licensed pest control company re. Rodents, Insects and Bed Bugs.
4. Copy of fully executed "Enclave" lease including names and phone numbers of tenants and landlords.
5. Tenant signature acknowledging receipt, review and agreement to comply with Enclave Rules and Regulations.
6. Under no circumstances can owner's Access Fob be used by anyone other than individuals listed on lease. Use of these devices by others will result in the Access Fob deactivation and a \$20 fee for reactivation.
7. In the case of a lease renewal, the Enclave Condominium Association must approve the renewal. Such approval will be made or withheld dependent upon the tenant's history of compliance with the Enclave Condominium Rules and regulations during their tenancy at The Enclave. A request for approval of a lease renewal must be made at least 30 days prior to the expiration of the current lease. A copy of the new lease just be filed with management.

8. In the case of a tenant moving from one unit to another, the Enclave Condominium Association must approve the new lease. Provisions governing # 7 apply.
9. Move ins, move outs and deliveries must be scheduled with management.
10. No subletting is permitted.
11. The State of NJ requires the posting of a "No Lifeguard on Duty" sign on the back of the apartment door. Signs are available in Management office. Failure to maintain sign will result in a citation and State of New Jersey imposed fine.
12. Willful misstatements pursuant to Application are reason for eviction.
13. Tenant must agree to an orientation meeting prior to occupancy.
14. Co-signers on the lease or credit application are not permitted.

Upon completion of Steps #1 and #2, the tenant may occupy the unit. Tenant occupancy or continued occupancy, in the case of a lease renewal prior to approval by the Enclave Condominium Association and full compliance with the above requirements, will result in a \$25.00 per day penalty being charged to the unit owner for non compliance.

I have read and understand the rental procedure listed above:

X \_\_\_\_\_ date \_\_\_\_\_

X \_\_\_\_\_ date \_\_\_\_\_

***Tenant Disclosure and Release:***

In connection with my tenant application with you, I understand that consumer reports which may contain public record information may be requested from Star Point Screening, Pensacola, Florida. These reports may include the following types of information: names and dates of previous employers, public records, credit data, bankruptcy proceedings, eviction and criminal records, etc., fro federal state and other agencies which maintain such records.

I AUTHORIZE WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY STARPOINT TO FURNISH THE ABOVE –MENTIONED INFORMATION.

I hereby authorize procurement of consumer reports(s). If approved as a tenant, this authorization shall remain on file and shall serve as ongoing authorization for you to procure consumer reports at any time during my contract period.

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Print name

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Social security number

---

Maiden/ other names used

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Current Address

---

City, State, Zip Code

---

Date of Birth

---

Signature

---

Date

**\*\*CO-SIGNERS ARE NOT PERMITTED**

# *Enclave Condominium Association*

## **Application to Lease**

This is an application to lease. It is subject to approval upon completion of all conditions required. It is a violation of the Condominium Rules to occupy the unit prior to approval of this application.

Unit number \_\_\_\_\_  
Applicant full name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_  
Spouses full name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_  
Home address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Home telephone \_\_\_\_\_  
Previous home address, if above less than 5 years \_\_\_\_\_  
Business telephone \_\_\_\_\_ Employed Y \_\_\_\_\_ N \_\_\_\_\_  
Profession/occupation \_\_\_\_\_  
Name of employing company \_\_\_\_\_  
Address of employing company \_\_\_\_\_  
Previous employer, if above less than 5 years \_\_\_\_\_  
Owner of unit (landlord) \_\_\_\_\_  
Agent (if applicable) \_\_\_\_\_

List information on each car you intend to bring onto The Enclave Condominium parking facility:

State \_\_\_\_\_ Lic.# \_\_\_\_\_ Make \_\_\_\_\_ Color \_\_\_\_\_ Year \_\_\_\_\_  
State \_\_\_\_\_ Lic.# \_\_\_\_\_ Make \_\_\_\_\_ Color \_\_\_\_\_ Year \_\_\_\_\_  
State \_\_\_\_\_ Lic.# \_\_\_\_\_ Make \_\_\_\_\_ Color \_\_\_\_\_ Year \_\_\_\_\_  
State \_\_\_\_\_ Lic.# \_\_\_\_\_ Make \_\_\_\_\_ Color \_\_\_\_\_ Year \_\_\_\_\_

**Please see Parking Policies "A" & "B" for parking rules.**

List the names of all persons who will be residing in the unit and their relationship to you.

Name: \_\_\_\_\_ Relationship \_\_\_\_\_  
Name: \_\_\_\_\_ Relationship \_\_\_\_\_  
Name: \_\_\_\_\_ Relationship \_\_\_\_\_  
Name: \_\_\_\_\_ Relationship \_\_\_\_\_

Please initial each statement below:

X \_\_\_\_\_ The Rules and Regulations of the Enclave Condominiums have been given to me.  
X \_\_\_\_\_ I am totally familiar with the rules the rules and regulations of the Enclave Condominiums.

Term of lease : From \_\_\_\_\_ To \_\_\_\_\_ Gross rent: \_\_\_\_\_

This is to advise that the undersigned has, subject to approval, entered into a written agreement to lease unit number \_\_\_\_\_ in the Enclave Condominiums. A copy of said lease must be attached to this application.

I certify that I HAVE READ AND FULLY UNDERSTAND the Rules and Regulations of the Enclave Condominium Association, and if the agreement is approved and consummated, I agree to be bound by all the provisions contained therein and subsequent amendments thereto. I understand that the rules and regulations of the Enclave Condominium Association are considered a legal and binding part of the fully executed lease.

**I understand and agree that as a LESSEE I will not be permitted to sub-lease the Unit and that no person will occupy the Unit in my absence without prior written approval of the Association. I further understand that as a LESSEE I will not be permitted to keep a pet on the premises.**

Date \_\_\_\_\_  
Signature of applicant

Date \_\_\_\_\_  
Signature of applicant

“THIS IS A LEGALLY BINDING LEASE THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD, YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THIS LEASE, SEE THE SECTION ON ATTORNEY REVIEW FOR DETAILS.”

## RESIDENTIAL LEASE

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_

in the year \_\_\_\_\_ Between Mr./Ms. \_\_\_\_\_ as

**LANDLORD**, and Mr./Ms. \_\_\_\_\_ as tenant, witnesses that the Landlord has agreed to LET to the Tenant, and the Tenant has agreed to TAKE, from the Landlord the (unit number) \_\_\_\_\_ on the \_\_\_\_\_ floor of the building known as the Enclave Condominium Association, located at 3851 Boardwalk, in the city of Atlantic City, County of Atlantic, State of New Jersey.

**TERM:**

The term of this lease is to commence \_\_\_\_\_ and to end \_\_\_\_\_ to be occupied as a strictly private dwelling apartment by the above named individuals and no other persons.

The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Unit at the start of this Lease. However, rent will only be charged from the date on which possession of the Unit is made available to the Tenant.

	Amount	Date payable	Payable by
<b>Enclave Rental Fee **</b>	\$ _____	with application	_____
<b>Security Deposit (to owner)</b>	\$ _____	_____	_____

**Long Term Rentals:**

The Tenant hereby covenants and agrees to pay to the Landlord the term rent of: \_\_\_\_\_ Dollars, \$ \_\_\_\_\_ payable in equal monthly payments of: \$ \_\_\_\_\_ on the first day of each and every calendar month during the term at the office of the Landlord or the Landlord's agent, (or to whomever the Landlord may from time to time direct, in writing). The first payment of rent and any security deposit is due upon the signing of this Lease by the Tenant. The Tenant must pay a late charge of \$ \_\_\_\_\_ for each payment that is more than \_\_\_\_\_ days late. This late charge is due with the monthly rent payment.

**Short Term (Summer) Rentals**

The Tenant hereby covenants and agrees to pay to the Landlord the term rent of \_\_\_\_\_ Dollars, \$ \_\_\_\_\_ at the office of the Landlord or the Landlord's agent (or to whomever the Landlord directs in writing).

**Schedule of Payments:**

**All moneys to be paid prior to occupancy, schedule as follows:**

Amount	Date
\$ _____	_____
\$ _____	_____
\$ _____	_____

\$ \_\_\_\_\_

Total amount payable by tenant:

Dollars \$ \_\_\_\_\_

**Rental Fee Guidelines:**

New Tenant Occupying a New Unit	\$300.00
Returning Seasonal Tenant in Same Unit or New Unit	\$150.00
Returning Annual Lease to a New Unit	\$ 75.00
Returning Annual Lease Same Unit	\$ 0.00

The Owner consents to the assignment of rents paid by the Tenant for this apartment if the owner (landlord) is more than 30 days in arrears of condominium fees and assessments.

A Certificate of Occupancy, as required by the City of Atlantic City, is attached hereto:

The utilities shall be turned over to the tenant's name prior to occupancy to facilitate the certificate of occupancy. It shall be the responsibility of the tenant to have the utilities turned on in adequate time.

Please allow a minimum of ten working days for processing the certificate of occupancy by the city of Atlantic City.

A certificate of Occupancy, as required by the City of Atlantic City, is attached hereto:

*The Owner consents to the assignment of rents paid by the Tenant for this apartment to the Enclave Condominium Association if the owner (landlord) is more than 30 days in arrears of condominium fees and assessments.*

**SECURITY DEPOSIT:**

The tenant has deposited \$ \_\_\_\_\_ with the Landlord as security that the tenant will comply with all the terms of this Lease. If the Tenant complies with the terms of this Lease, the Landlord will return this deposit within 30 days after the end of the Lease, including any extension. The landlord may use as much of the deposit as necessary to pay for damages resulting from the Tenant's occupancy. If this occurs prior to the Lease termination, the Landlord may demand that the tenant replace the amount of the security deposit used by the landlord. If the Landlord sells the property, the Landlord may transfer the deposit of the new owners for the Tenant's benefit. The Landlord will notify the Tenant of any sale and transfer of the deposit. The Landlord will then be released of all liability to return the security deposit. The Landlord will fully comply with the Rent Security Law (N.J.S. 46:-19 ct seq.) . This includes depositing the security deposit in an interest bearing account, and notifying the Tenant, in writing, of the name and address of the banking institution and the account number. Interest due the Tenant will be credited as rent on each renewal date of this Lease.

**LANDLORD'S AGENT:**

The Landlord authorizes the following person(s) to manage the property on behalf of the Landlord : (name(s) and address(es) ) :

\_\_\_\_\_  
\_\_\_\_\_

**USE OF PROPERTY:**

The tenant may use the Unit only as a private residence for the following persons:

\_\_\_\_\_  
\_\_\_\_\_

The unit is to be cleaned by the tenant at the time of departure.

**UTILITIES:**



The Landlord will pay for the following utilities:

cold water  hot water  electricity  heat  air conditioning

The Tenant will pay for the following utilities:

cold water  hot water  electricity  heat  air conditioning

**EVICTION:**

If the tenant does not pay the rent within \_\_\_\_\_ days after it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease, or if they have materially misrepresented any information supplied by them to the Enclave Condominium Association on their Rental Application Forms, and for all other causes allowed by Law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The tenant further agrees that they Enclave Condominium Association has the right, but not obligation, to evict tenant for failure to comply with the Master Deed, Bylaws or Rules and Regulations of the Enclave Condominium Association. The tenant must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any moneys owed the Landlord, along with the cost of entering, re-renting, cleaning and repairing the Apartment. Rent received from any new tenant will reduce the amount owed the Landlord.

**PAYMENTS BY LANDLORD:**

If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost, including reasonable Attorneys fees, to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease.

**CARE OF THE UNIT:**

The tenant has examined the Unit including the Living quarters, all facilities, furniture and appliances, and is satisfied with its present physical condition. Tenant shall keep the Unit neat, clean and sanitary, dispose of all rubbish, garbage and other organic or flammable waste in a clean, safe and sanitary manner and in compliance with the procedures established by the Condominium. The tenant shall use and operate all electrical, gas, plumbing and heating fixtures and appliances in accordance with the normal operating procedures and in a safe manner. Tenant shall not permit any other person to destroy, deface, damage, impair or remove any part of the Unit or the facilities or appurtenances thereto. Tenant shall keep in a state of good repair, maintenance and cleanliness all parts of the unit, including equipment therein, and shall promptly report any defect, damage or breakage in any structure, equipment or fixture of the Unit to the Landlord and, in the absence of the Landlord, to the managing agent of the Association. The Tenant will be responsible for any damage to the Unit caused by carelessness, misuse, or neglect on the part of the Tenant or Tenant's family, permittees, licensees, employees, invitees, and agents. Any repairs made necessary by acts of commission or omission of tenant or any of the aforesaid persons shall be paid for by the Tenant, but Tenant shall not order repairs on or about the Unit without prior approval from the landlord. At the end of the tenancy, the Enclave Condominium Association reserves the right to inspect the limited common areas appurtenant to the unit. The tenant and Landlord will jointly be responsible for any repairs needed to those elements, and Landlord shall use the security deposit monies to pay for any repairs needed to the elements, with any remaining balance due for such repairs remaining as an obligation of Landlord and Tenant.

**COMPLIANCE WITH LAWS, ETC.:**

The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering this and/or its contents. The Tenant shall further comply with all condominium documents, including without limitation, the covenants, rules, and regulations set forth in the Condominium Master Deed and By-Laws, as each may be amended from time to time, and all other rules and regulations adopted by the Association.

**NO WAIVER BY LANDLORD:**

The Landlord does not give up any rights by accepting rent or by failing to enforce any terms of this Lease.

**NO ASSIGNMENT OR SUBLEASE:**

The Tenant may not sublease the Unit or assign this Lease without the Landlord's prior written consent, as well as the prior written consent of the Enclave Condominium Association.

**ENTRY BY LANDLORD:**

Upon reasonable notice, the landlord or Condominium Association may enter the Unit to provide services, inspect, repair, improve or show it. The Tenant must notify the Landlord if the Tenant will be away for 10 days or more. In case of emergency or the Tenant's absence, the Landlord may enter the Unit without the Tenant's consent.

**QUIET ENJOYMENT:**

The tenant may live in and use the Unit without interference subject to the terms of this lease.

**TENANT'S RISK:**

All property placed in the Unit, storage rooms or areas, or in any portion of the Condominium shall be at the sole risk of the Tenant or the parties owning the property, and Landlord shall in no event be liable for the loss, destruction or theft of, or damage to, such property. No promise has been made that Tenant shall have space in any storage room.

**HAZARDOUS USE:**

The Tenant will not keep anything in the Unit, which is dangerous, illegal, flammable, explosive or might increase the danger of fire or any other hazard.

**INJURY OR DAMAGE:**

The tenant will be responsible for any injury or damage caused by the act or neglect of the Tenant, the tenant's household members or visitors.

**TERMINATION:**

The Lease shall absolutely terminate at the expiration of the stated Lease term, unless sooner terminated upon Tenant's default, or extended in writing by the parties thereto. Tenant will, upon termination of this Lease, surrenders the Unit and all fixtures and equipment therein in good, clean and operating condition, in the same condition as when received, ordinary wear and tear excepted. Tenant shall, at the time of vacating the Unit, clean the Unit, including and without limitation, the stove, refrigerator, floors and walls and remove all trash from the Unit. If such cleaning and removal of trash is not accompanied by Tenant, action deemed necessary by landlord to accomplish the same shall be taken by Landlord at tenant's expense. Upon vacating the Unit, Tenant shall deliver all keys thereto to Landlord within twenty-four hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

The building is being converted to or is a condominium or cooperative (or fee simple ownership of the several dwelling units). Your tenancy can be terminated upon 60 days notice if your apartment is sold to a buyer who seeks to personally occupy it. If you move out as a result of receiving such a notice, and the Landlord arbitrarily fails to complete the sale, the Landlord shall be liable for treble damages and court costs.

**NOTICES:**

All notices provided by this lease must be written and delivered personally or by certified mail, return receipt requested. Notices to the landlord maybe sent to the Landlord's agent.

**SIGNS:**

The Tenant may not put any sign or projection (such as a TV or radio antenna) in or out of the windows or exteriors of the Unit.

**SUBORDINATION:**

This Lease and the Tenant's rights are subject and subordinate to present and future liens for condominium assessments past due on the premises which include the unit. The Landlord may

execute any papers on the tenant's behalf as the tenant's attorney in fact to accomplish this. Tenant acknowledges that the unit is a condominium Unit and tenant's right to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Declaration and By laws of the Condominium and to such other Rules and regulations as the Board of Directors of the Enclave Condominium Association may from time to time promulgate. Failure of tenant to comply with the provisions of the Condominium Instruments or the Rules and regulations shall constitute a breach of this Lease. This Lease also grants a license to Tenant of Landlord's right to use the common elements and common facilities of the Condominium, provided that tenant shall indemnify and hold harmless Landlord for any damages, direct or indirect, incurred by the Landlord as a result of the non-compliance by the Tenant and his invitees with the provisions of any of the Condominium Instruments, Rules and regulations or any other covenant of this Lease.

Tenant further acknowledges that the privileges of Association Membership, which are conferred to tenant as an Associate Member, are contingent upon Landlord remaining a member of the Association in good standing. If Landlord ceases to be a member in good standing, such services may be suspended or interrupted until the Landlord returns to good standing.

**PETS:**

The Board of Trustees has adopted an "Assistance/Comfort Animal Policy" which is incorporated into these Rules and Regulations by this reference. A copy of that Policy can be obtained from the Management Office. Any request for such Policy shall be complied with within a reasonable period of time. Any costs for providing the Policy by the Management Office will be set by the Board of Trustees.

**INTERRUPTION OF SERVICES:**

Landlord shall be under no liability to tenant due to any discontinuance of heat, hot or cold water, or for the discontinuance of any other service and landlord shall not be liable for loss or damage to property of tenant caused by insects, termites, or other vermin, or by rain, snow, water, or steam that may leak into or flow from any part of the Unit through any defects in the roof or plumbing from any source whatsoever, unless due to the willful or negligent acts of landlord and written notice of such condition is given to landlord.

In the event landlord deems it necessary to temporarily interrupt or cause the interruption of gas, water, electric or other essential service to Tenant in order to make any repairs to or permit the renovation, restoration, or replacement of any gas, water, electric, or other essential service equipment. Landlord shall give Tenant reasonable notice thereof.

**ALTERATIONS:**

Tenant will not remodel or make any structural changes, alterations, additional or decorations to the Unit; will not paper, paint or decorate; nor install attach, remove or exchange appliances or equipment, such as the air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted).

**SMOKING:**

At a meeting of the Board of Directors of the Enclave Condominium Association, it passed a non-smoking policy for the entire Enclave building effective December 1, 2016. The date of said meeting was September 17, 2016. A copy of the Smoking Resolution may be obtained from the Management Office. In general, the Smoking Resolution prohibits smoking in any and every area of the Enclave Condominium Association property. It also prohibits smoking in all units and balconies. An exception to the Policy exists for any current owner or tenant so long as they remain in occupancy of the unit and have signed the Smoking Affidavit prior to December 1, 2016.

**APPROVAL BY CONDOMINIUM ASSOCIATION:**

This Lease shall be null and void unless it is approved by the Enclave Condominium Association pursuant to its Master Deed, By- Laws, Rules and Regulations as in effect.

**RECEIPT OF TRUTH IN RENTING STATEMENT:**

Tenant acknowledges that they have received from the Landlord as of the execution hereof the following: Truth in Renting Statement, and The Rules and Regulations of the Enclave Condominium Association.

**ASSIGNMENT OF RENT:**

The Enclave Condominium Association reserves the right to notify the Tenant to pay all rent to the Association in the event that the Association has assessed fines against the owner for violation of the rules and regulations or if the owner is otherwise delinquent in payments to the Association as required by the Rules and regulations, the Master Deed, or the By-Laws of the Association. The Owner consents to the assignment of rents paid by tenant for this apartment, if owner (landlord) is more than 30 days in arrears of condominium fees and any assessments.

This lease agreement shall not be binding on either party hereto until landlord has received and approved the tenant's credit application. In the event that the tenant's credit application is not approved by the landlord or Association, then the Landlord or Association shall have the right to terminate this agreement.

The undersigned acknowledges by their execution of this lease that they waive, release and relinquish any right to pursue any claim against the Enclave Condominium Association, Inc. or any of its agents, employees or representatives as a result of any damage to their vehicle, while such vehicle is parked in the Condominium's parking facility , or for any fire, theft, or vandalism or any other claim of any type whatsoever. This waiver also releases and relinquishes any right to pursue any claim against the Enclave Condominium Association, Inc., or its agents, employees, or representatives, as a result of any damage to their rental unit, or for any fire, theft, or vandalism, or any other claim of any type, except for any claim for damages arising out of the conduct of the Enclave Condominium Association, Inc., or its agents, employees, or representatives.

**VALIDITY OF LEASE:**

If a clause or provision of this lease is legally invalid, the rest of this Lease remains in effect.

**PARTIES:**

The Landlord and each of the tenants are bound by this lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

**ENTIRE LEASE:**

All promises the landlord has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both the tenant and the Landlord.

**SIGNATURES:**

The landlord and the Tenant agree to the terms of this lease. If this lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed. Co-signers will not be considered to qualify on the application

**ATTORNEY REVIEW:**

- STUDY BY ATTORNEY: The Tenant or the landlord may choose to have an attorney to study this lease. If an attorney is consulted, the attorney must complete his or her review of the lease within a three-day period.. This Lease will be legally binding at the end of this three-day period unless an attorney for the Tenant or the landlord reviews and disapproves of the lease.
- COUNTING THE TIME: You count the three days from the date of delivery of the signed lease to the Tenant and the landlord. You do not count Saturdays, Sundays, or legal holidays. The tenant and the Landlord may agree in writing to extend the three-day period for attorney review.
- NOTICE OF DISAPPROVAL: If an attorney for the tenant or the landlord reviews and disapproves of this lease, the attorney must notify the Real Estate Brokers, as applicable, and the other party named in this lease within the three day period. Otherwise this lease will be legally binding as written. The attorney must send the notice of disapproval to the parties to the lease and, if applicable, Real Estate Brokers by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to parties to the lease and The Real Estate

Brokers office. The attorney may also, but need not inform the parties to the lease and the Real Estate Brokers of any suggested revisions(s) in the lease that would make it satisfactory.

**MEGAN'S LAW STATEMENT:** Under New Jersey Law, the county prosecutor determines whether and how to provide notice of the presence of convicted sexual offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information as may be disclosable to you.

In witness whereof, the parties to this agreement have hereunto set their hands and seals, the day and year first above written.

Signatures :

_____	_____	_____
Landlord (LS)	date	witness

_____	_____	_____
Landlord (LS)	date	witness

_____	_____	_____
Tenant (L.S.)	date	witness

_____	_____	_____
Tenant (L.S.)	date	witness

### **Addendum to Lease**

This addendum to lease is made this \_\_\_\_\_ day of \_\_\_\_\_, the year \_\_\_\_\_

BETWEEN Mr./Ms. \_\_\_\_\_ as LANDLORD, and

Mr./Ms. \_\_\_\_\_ as tenant, and the Enclave Condominium Association ( Association ).

1. This addendum is part of a lease made between the Landlord and the Tenant dated \_\_\_\_\_. If there is a conflict between the provisions of this addendum and the lease, this addendum shall prevail.

2. The parties agree that the rights of possession of Tenant are subject to the conditions and restrictions as set forth in the Rules and Regulations of the Association, and all amendments and supplements thereto.

3. The parties agree that the Premises shall be exclusively used and occupied by the Tenant as a private single family residence, and neither the Premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business , profession or trade of any kind, or for any other purpose other than a private single family residence. Tenant shall comply with all laws, ordinances, orders and rules of all governmental agencies affecting the cleanliness, occupancy and preservation of the Premises, and the sidewalks connected thereto, and all health safety and sanitation laws during the term of the lease or any renewals thereof.

4. The City of Atlantic City prohibits the rental or the offering for rent of a dwelling unit or apartment without first being licensed. Therefore, the Association will not permit any Landlord or agent on Landlord's behalf to offer for rent the Premises without first producing to the Manager of the Association a valid license issued by the City of Atlantic City authorizing the rental of the unit. This license, in addition to other information, will contain a statement as to the number of adults and the number of children that are legally permitted to occupy the unit. Landlord and tenant covenant with Association that the Premises shall be occupied by no more than the number of adults and the number of children set forth in the city of Atlantic City license for the said premises. Association will refuse to allow any Tenant to occupy the Premises unless Landlord first complies with the provisions of this addendum to the Lease. If a Landlord and Tenant enter into a lease without first signing and attaching this addendum to the lease and complying with the provisions thereof, Association will refuse to allow the Tenant to occupy the Premises. If the Tenant occupies the Premises without the Association having first received notice of existence of the lease, Association will withhold all common element privileges from being used by the Tenant such as the Association's parking lot, swimming pool, laundry facilities and any other applicable common elements. In addition, Association shall have the option to take such legal action against the Landlord, to restrain the landlord from offering the Premises for rent and if it becomes rented without the consent of the Association, the Association shall have the option to take legal action against Tenant to evict the Tenant and/or restrict the tenant from using the common element privileges, aforementioned. The legal costs and attorney's fees incurred by the Association shall be paid by the Landlord.

5. The parties agree that without prior written consent of the Association, landlord shall not allow Tenant to assign the lease, sublet or grant any concession or license to use the Premises or any part thereof. Any assignment, or subletting or concession or licensing to use the Premises without the prior written consent of the Association shall be void and violate this agreement.

**Addendum to Lease (continued)**

6. The parties agree that the Association shall have the same rights and remedies against tenant as does the landlord in the enforcement of the rules and regulations of the Association, and all amendments and supplements thereto or as otherwise provided under law, for any violations thereof.

7. Landlord does hereby appoint Association as his attorney in fact to act on the Landlord's behalf, to evict Tenant who has violated Rules and regulations, provided Landlord has not instituted said eviction proceedings on his own within 10 days after having received written notice from the Association to do so. Association shall send written notice by certified mail return receipt requested, to landlord and tenant setting forth the nature of the violation and the date, time and place of a hearing before the Board of Trustees of the Association. This notice shall state that the Landlord and Tenant shall attend said hearing with or without an attorney, to present their positions with regard to the said violations. The date of said hearing shall allow landlord and tenant at least 10 days notice. If the Board of Trustees determines that a violation (s) has occurred, it may demand that landlord institute eviction proceedings pursuant to the applicable New Jersey Statutes, so long as such eviction is authorized by the New Jersey Statutes. If landlord refuses or has not instituted said eviction proceedings within 10 days after having been so notified, the power of Attorney authorizing the Association to act on his behalf as aforementioned shall become effective and the Association may then proceed at its option to institute the said eviction proceedings against tenant. In the event that the Association does institute the eviction proceedings Landlord shall fully cooperate with the Association. The court costs and legal fees incurred by Association shall be borne by landlord and be specially assessed against landlord, requiring payment by landlord in the same manner as maintenance fees and other assessments are paid. If said assessment is not paid within thirty days from the date Landlord is notified assessment, the Association shall file a claim of lien against Premises for the amount due and shall proceed to collect the amount due by foreclosure proceedings on said lien and/or by the institution of a lawsuit to recover a money judgment against Landlord.

The parties agree to the terms of this addendum by signing below. Tenant acknowledges that he has received a true copy of the rules and regulations of the Association without charge.

_____	_____	_____
Witness as to landlord	Landlord signature	Landlord signature
_____	_____	_____
Witness as to tenant	Tenant signature	Tenant signature
_____	By: _____	
Witness as to Association	The Enclave Condominium Assn.	