

Blue Heron Pines Homeowner's Association, Inc.
620 West Country Club Drive
Egg Harbor City, NJ 08215

**Policy Resolution: Residential Unit Leasing
Lease Rider**

1. Tenant(s) hereby acknowledges that the rights and privileges which are granted by this lease agreement are subject to the provisions of the Declaration, By-Laws and the Rules and Regulations of the Blue Heron Pines Homeowners' Association which are presently in effect and recorded with the Atlantic County Clerk's Office, as same may be amended, revised, or otherwise supplemented from time to time. In this connection, tenant(s) certifies receipt of copies of the Association's governing documents as follows:

Declaration of Covenants
By-Laws
Architectural Design Review Guidelines
Recreation Facility Policy

2. The leased property is an inseparable part of the Blue Heron Pines Homeowner's Association. As such, the use and enjoyment of the unit, as well as the Common Property, is restricted by the governing documents and the rules and regulations of the Association. Where there is a conflict between the provisions of this lease agreement and the provisions of the governing documents and Rules and Regulations, the provisions of the governing documents and Rules and Regulation shall control.
3. Tenant(s) right to the use and enjoyment of the common property and facilities may be adversely affected, or entirely suspended, in the event that the owner shall fail to timely remit dues, fees or assessments, for which owner is now, or will be in the future, responsible to the Association.
4. Both Landlord and Tenant acknowledge that the Lease and this Rider be filed with the Blue Heron Pines Homeowners Association, Inc. Failure to file the Lease and Rider shall be grounds for an eviction action against the tenant(s).
5. In the event tenant(s) defaults under his lease by failure to comply with the provisions of the Declaration, By-Laws or Rules and Regulations of the Association, then, the tenant(s) and owner acknowledge and agree that, in addition to all other remedies which it may have, the Association shall notify the unit owner of such defaults and demand that the same be cured through the owners efforts within (30) days after such notice. If such default is not cured within said thirty (30) day period, then the unit owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against the tenant(s) on account of such default. In the event the unit owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the unit owner and at the unit owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular unit involved, and collection thereof may be enforced by the association in the same manner as the association is entitled to enforce collection of common expenses. Tenant(s) and owner consent to this procedure and acknowledge the Association's ability to commence eviction actions.

6. (a) In the event the owner shall fail to pay any charge or assessment levied by the Association against a leased unit, and such a failure to pay continues for thirty (30) days, tenant(s) and owner acknowledge and agree that the Board of Directors shall have the right to notify the tenant(s) in writing of the amount(s) due and, within fifteen (15) days after the date of such notice, the tenant(s) shall pay to the Association the amount(s) of such unpaid charges or assessments, subject, however, to paragraph (b) below. The amount(s) of such unpaid charges or assessments paid to the Association by tenant(s) after the nonpayment by the owner shall be a credit agent and shall offset the next monthly rental installment due to the owner following the payment by the tenant(s) of such charges or assessments to the Association. Failure of the tenant to pay rent directly to the Association after receipt of said notice shall be a default under the lease entitling the Association to prosecute eviction proceedings pursuant to paragraph 4 above.

(b) In no event shall the tenant(s) be responsible to the Association for any amount of unpaid charges or assessments during any one month in excess of one monthly rental installment.

7. Units and lots at the Blue Heron Pines Homeowners Association are absolutely restricted for usage as single family residences. No commercial or multi-family uses are permitted. All occupants and owners of units are under a legal obligation to comply with all local, state and federal occupancy laws, including regulations on the number of occupants residing in such unites. Subletting all or a portion of the unit is prohibited during the lease period.

8. THE FOLLOWING PROVISION MUST BE COMPLETED BY THE UNIT OWNER: Pets are _____/are not_____ permitted on the premises. (Please initial one.)

9. Tenants and Occupants:

NAME	AGE	VEHICLE MAKE/MODEL	LICENSE PLATE NO.
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OWNER/LANDLORD

DATE

TENANT

DATE

TENANT

DATE