



Nancy Capella - Property Manager  
Hearthstone at Hillsborough  
1 Waterman Lane  
Hillsborough, NJ 08844

**ADDENDUM TO UNIT LEASE**

**THE UNIT OWNER/LANDLORD AND THE TENANT HAVE AGREED TO LEASE A UNIT AS FOLLOWS:**

**Unit Owner/Landlord/Unit Owner**

**Tenant(s)**

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

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

**Unit Address:** \_\_\_\_\_

**Beginning:** \_\_\_\_\_ **20**                      **Ending:** \_\_\_\_\_ **20**

**Lease Agreement Dated:** \_\_\_\_\_

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**UNIT OWNER/ LANDLORD AND TENANT HEREBY FURTHER AGREE AS FOLLOWS:**

**1. Possession and Use.** The Unit Owner/Landlord shall give possession of the Unit to the Tenant for the Term as stated above. The Tenant shall take possession of and use the Unit only as a private residence. Units shall not be rented or used by the Owners or Tenants thereof for transient or hotel purposes, which shall be defined as (a) rental for any period of less than 180 days, or (b) rental if the occupants of the Unit are provided customary hotel services, such as room services for food and beverage, maid service, furnishing laundry and linen, bell boy services, etc. Only Tenants listed above may live in the Unit. The Tenant shall not use a Unit for any business or professional purpose. No Unit may be used for any unlawful purposes.

**2. Survival.** If any provisions of this Addendum are contrary to law, the rest of the Addendum shall remain in effect.

**3. Binding Effect.** This Addendum is binding on the Unit Owner/Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places. Unit Owner/Landlord and Tenant hereby recognize the Association's right but not duty to seek enforcement of the provisions of this Addendum.

**4. Full Agreement.** The parties have read this Addendum. It contains, together with the Lease, their full agreement. It may not be changed except in writing, signed by the Unit Owner/Landlord and the Tenant, and approved in writing by the Association.

**5. Condominium Association Documents.** The Condominium Association Master Deed, By- Laws, Rules and Regulations and all Policies and Procedures adopted or promulgated by the Association, either prior or subsequent to the date hereof, are made part of this Lease and must be complied with by both Unit Owner/ Landlord and Tenant.

**6. Rules and Regulations.** Unit Owner/Landlord and Tenant each acknowledge receipt of a copy of the Rules and Regulations, whether adopted prior or subsequent to the date hereof, and each further agrees to protect the Common Areas of the Condominium and not permit or commit waste thereon or damage thereto or use the Common Areas or his Unit in a manner that would constitute a nuisance to other Unit Owners. Tenant acknowledges that any violation of the Rules and Regulations shall constitute default under the terms of this Lease.

**7. Parties Liability to Association and Association's Authority.** In the event the Tenant of the Unit fails to comply with the provisions of the Master Deed, the By- Laws, or Rules and Regulations, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner/ Landlord of such violation(s) and demand that the same be remedied within said thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, the Unit Owner/ Landlord shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against the Tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Board. In the event the Unit Owner/ Landlord fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney- in- fact for the Unit Owner/ Landlord and at the Unit Owner/ Landlord'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 Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney- in- fact for the purposes described herein.

**8. Processing Fee:** Unit Owner/Landlord shall be responsible for payment of the \$50.00 processing fee to the Association for the handling of the paperwork for the lease and welcome package to the tenant.

**9. Joint Liability.** In all cases set forth wherein, Lessor and Lessees are liable, said liability shall be considered joint and several.

**10. Stand- By Assignment of Rents.** The Unit Owner/Landlord hereby assigns to the Association the rent payable to him by his Tenant as security for the performance of his obligations to pay assessments. In the event the Unit Owner/ Landlord becomes delinquent in the payment of Common Expense Assessments and upon notice and a failure to cure the delinquency, the Association can require the Tenant to pay rent directly to the Association. The Tenant hereby acknowledges the duty to pay rent directly to the Association after receiving the appropriate notice set forth in the Association's Rules and Regulations. The Association will apply any rent to the delinquency, and submit any excess back to the Unit Owner/ Landlord less a processing fee.

**11. Rental Insurance.** During the term of the lease agreement, the Tenant shall cause to be kept in effect full renter's insurance that will cover the loss of any items that are not considered a common element and therefore, not covered by Association insurance.

**12. Addendum to Control.** In the event any provisions of the Lease conflicts with any provisions of this Addendum, the provisions of the Addendum shall control and supersede the conflicting Lease provision.

**13. Signatures.** The Unit Owner/Landlord and Tenant agree to the terms of this Addendum to Lease by signing below. This Addendum and the accompanying Lease must be filed with the Association within fifteen (15) days of the Unit Owner/Landlord's and Tenant's signature of this addendum.

\_\_\_\_\_  
Unit Owner/ Landlord

Date: \_\_\_\_\_

\_\_\_\_\_  
Unit Owner/ Landlord

Date: \_\_\_\_\_

\_\_\_\_\_  
Tenant

Date: \_\_\_\_\_

\_\_\_\_\_  
Tenant

Date: \_\_\_\_\_

APPROVED BY ASSOCIATION:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President



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### Tenant Agreement Form

The Board of Trustees of the Association is empowered by the By-Laws of the Association to oversee the affairs of the Association. Therefore, as specified in the By-Laws and as amended by Resolution, all Tenant Agreement forms must be completed in full and submitted no less than ten (10) days prior to the beginning of the rental period.

<b>Unit Owner's Name:</b> _____	
<b>Unit Owner's Address:</b> _____	
<b>Home/Work Phone Number:</b> _____ (H) _____ (W)	
<b>Address of Rental Unit:</b> _____	
<b>Rental Period Starts On:</b> _____ <b>Rental Period Ends On:</b> _____	
<b>Tenant's Name:</b> _____	
<b>Tenant's Current Address:</b> _____	
<b>Home/Work Phone Numbers:</b> _____ (H) _____ (W)	
<b>NAMES OF ALL INDIVIDUALS WHO WILL RESIDE IN THE UNIT (INDICATE AGE OF CHILDREN UNDER 18)</b>	
_____ _____	
<b><u>TENANT'S AFFIDAVIT/CERTIFICATION:</u></b>	
I certify that the above information is accurate to the best of my knowledge. I have received a copy of the Rules and Regulations of the Association, from the unit owner and agree to abide by them.	
_____ <b>Date</b>	_____ <b>Tenant's Signature(s)</b>
<b><u>UNIT OWNER'S ACCEPTANCE:</u></b>	
I accept the tenant(s) indicated above and agree to be responsible for fines levied against my tenants, if applicable.	
_____ <b>Date</b>	_____ <b>Unit Owner(s) Signature(s)</b>