

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amendment to By-Laws requiring lease addendum to be included in all apartment leases



221762

WHEREAS, the Master Deed (hereinafter referred to as the "Master Deed") for Westwood Village Condominium Association, Inc. (hereinafter referred to as the "Condominium") was recorded in the office of the Monmouth County Clerk on January 6, 1988, in Deed Book 4820, beginning at Page 0001; and any and all amendments thereafter; and

WHEREAS, the Master Deed states that the Condominium shall be administered, supervised and managed by the Association; and

WHEREAS, the By-Laws of the Association, which were recorded as part of the Master Deed, state that the affairs of the Association shall be governed by the Board of Directors (the "Board"); and

WHEREAS, the By-Laws provide that the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, the Board of Directors of the Association proposed certain changes to the Master Deed and By-Laws of the Association on due notice to the members thereof; and

WHEREAS, as prescribed in the Master Deed and By-Laws, a vote was taken and the requisite number of Association members voted certain changes to be effective in the Master Deed;

NOW, THEREFORE, the By-Laws of the Westwood Village Condominium Association, Inc. are hereby amended this _____ day of _____, 2007, by the Westwood Village Condominium Association, Inc., as follows:

The following provision shall be added:

Article ____ LEASES OF APARTMENT UNITS,

The attached form of lease addendum (Exhibit "A") shall be required to be included in all apartment leases. Such lease addendum must be signed by the landlord and tenant(s). Any unit owner refusing or failing to provide such written addendum shall not be permitted to rent the apartment unit. Any violation of this paragraph or failure to abide by the terms of the lease addendum shall be fully enforceable by the Board of Directors against the unit owner and tenant(s).

In all other respects, the By-Laws remain in full force and effect as written and recorded.

IN WITNESS WHEREOF, the Westwood Village Condominium Association, Inc. has affixed its hand and seal the day and year first written above.

ATTEST:

Melissa Hamill, Secretary

WESTWOOD VILLAGE
CONDOMINIUM ASSOCIATION, INC.

By:

Melinda Brenner, President

Exhibit A

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

LEASE ADDENDUM

LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS. The provisions of the By-Laws and Master Deed (collectively the "Governing Documents") of the Westwood Village Condominium Association, Inc. (the "Association") and any rules and regulations promulgated thereunder (the "Rules and Regulations") constitute material provisions of this Lease, are incorporated by reference in this Lease and are binding on the tenant and any occupant of the subject unit. If any provision of the Lease is not consistent with the Governing Documents, the Governing Documents will control.

VIOLATION OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION. Failure of the tenant or any occupant to comply with the Governing Documents or Rules and Regulations constitutes a material breach of this Lease and is grounds for eviction. In the event that the Tenant or any occupant violates a provision of the Governing Documents or Rules and Regulations and, after notice by the Association or the Landlord, continues to violate same, the Landlord shall have the obligation to commence eviction proceedings within thirty (30) days from the date of notice by the Association, then the Association may commence eviction proceedings in the name of the Landlord against the Tenant and/or occupant. The Landlord will then be responsible to pay the Association's legal fees and costs incurred in such proceedings.

When, after due notice to the homeowner of his or her tenant's violation of the Association's governing documents and/or their implementing rules and regulations, the homeowner fails to secure the tenant's compliance with the governing documents and/or rules and regulations, the Association may impose a fine upon the homeowner pursuant to the governing documents regulating such violation, until such time as the tenant ceases and desists from the violation.

NO AMENDMENT OR SUBLET. The Tenant will not sublet all or part of the property.

UNIT ACCESS. The Tenant and/or any occupant agrees and acknowledges that the Association has the right to access to the unit from time to time during, reasonable hours, as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible there from or for making repairs necessary to prevent damage to common elements or to any other unit or units. The Association shall not be liable to either the Landlord or the Tenant and/or any occupant for any damage resulting from the Association's exercise of its rights pursuant to this provision, except for damage caused by the Association's negligence.

GOVERNMENTAL REQUIREMENTS. Notwithstanding the above, the Tenant and/or occupant shall comply with all federal, state and local requirements concerning the occupancy and use of the unit, including by not limited to, New Jersey Department of Community Affairs regulations and township ordinances concerning the number of individuals who may reside within the unit, in conjunction with any related provisions of the Governing Documents and/or Rules and Regulations. Failure to so comply shall constitute a material breach of this lease.

LANDLORD'S FAILURE TO PAY MAINTENANCE FEES AND/OR ANY OTHER OBLIGATION TO THE ASSOCIATION.

Upon the Landlord's failure to pay any obligations to the Association, and upon Tenant's receipt of written notice from the Association of Landlord's failure to pay obligations due to the Association, Tenant shall pay all rents to the Association as they come due and the Association, at its option, under order of court or by operation of law, may enter and take possession of the Premises, with or without foreclosing or other legal action.

NOTICE OF OCCUPANCY. Unit Owner and Tenant agree to provide and shall provide the Association's manager with the names, previous addresses and current telephone numbers of all occupants of the subject unit with ten (10) days of any particular person's occupancy of the unit. To the extent that any occupant of a unit shall occupy the unit for less than the lease term, the Association shall be notified of the time period that each particular occupant will occupy the unit.

INJURY, DAMAGE OR LOSS. The Tenant and/or occupant shall notify promptly both the Landlord and the Association of any accidents, defects, or problems with the water pipes, gas pipes, heating apparatus, wiring and/or other equipment or appliances in the unit.

MOVE-IN FEE. The Unit Owner shall pay the Association a \$100.00 Move-In Fee as set forth in the Governing Documents; each time the unit is rented to a different tenant. Such Move-In Fee shall be paid within ten (10) days of the new tenant's occupancy of the unit. If this Move-In Fee is not timely paid, it shall become a lien upon the unit and shall be collectable in the same fashion as Association common assessments.

Tenant

Landlord

Tenant


Landlord

Date

Date

CERTIFICATION

The undersigned, being the Secretary of the Westwood Village Condominium Association, Inc., does hereby certify that at a regular meeting of the Association convened on 7/22/06, ~~2005~~, in accordance with the Association's By-Laws, a quorum being present, the requisite percentage of all Unit Owners voted in favor of executing and recording this Amendment to the By-Laws.


Melissa Hamill, Secretary

STATE OF NEW JERSEY)
)
COUNTY OF MONMOUTH)

I CERTIFY that on September 12th, 2005,
Melissa Hamill

personally came before me and this person acknowledged under oath, to my satisfaction, that:

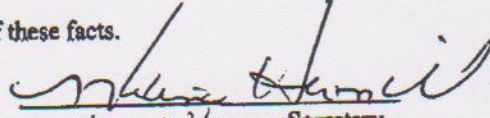
(a) this person is the secretary of the Westwood Village Condominium Association, Inc., the corporation named in the attached document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Melinda Brenner the President of the corporation;

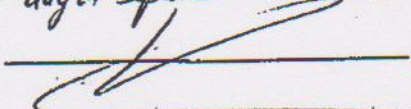
(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.


Melissa Hamill, Secretary

Signed and Sworn to before me on the
12th day of September, 2005



RECORD AND RETURN TO:
Philip D. Tobolsky, Esq.
64 Ramtown Greenville Road
Howell, NJ 07731

MELINDA M. BRENNER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/16/2008

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MONMOUTH COUNTY, NJ