

# 2600 Association, Inc.

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## LEASE RIDER

This Lease Rider between \_\_\_\_\_, Unit Number \_\_\_\_\_  
(Hereinafter referred to as "Unit Owner")  
and  
\_\_\_\_\_/\_\_\_\_\_  
(Hereinafter referred to as "Tenant")

Is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The foregoing parties hereby agree to the following covenants and conditions.

1. LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS.

The foregoing parties are entering into a lease agreement for a certain condominium unit located in 2600 Association at Kennedy Blvd. Said unit and the lease agreement are subject to the provisions of the Master Deed, By-Laws, and Rules and Regulations, as amended from time-to-time, (hereinafter "Governing Documents") of the 2600 Association, Inc., at Kennedy Boulevard (hereinafter "Association"). The Governing Documents constitute material provisions of the lease agreement and are incorporated by reference in the lease agreement. If any provision of the lease agreement is not consistent with the Association's Governing Documents, the Governing Documents shall prevail.

2. VIOLATION OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION.

Failure to comply with the Governing Documents as defined in the preceding paragraph constitutes a material breach of the lease agreement and shall be grounds for eviction. In the event Tenant violates a provision of the Governing Documents and, after notice by Association or Unit Owner, continues to violate the governing documents, Unit Owner shall be obligated to commence eviction proceedings and notify Association of the commencement of those proceedings within 30 days from the date of notice from Association, then Association may commence eviction proceedings in the name of Unit Owner against Tenant. Unit Owner shall be liable to pay Association's legal costs and costs in such proceeding.

3. NO SUBLET.

Tenant shall not sublet all or any part of the unit without first receiving the written consent of Association.

4. INJURY, DAMAGE OR LOSS WITHIN THE UNIT.

Tenant shall promptly notify Unit Owner and Association of any physical accident to or defects in any portion of the common elements such as water pipes, gas lines, and heating apparatus. Association may enter the unit without the consent of Tenant in case of emergency. Association shall not be liable for any damage resulting from such entry except for damage caused by the Association or its agent's negligence.

## 5. PEST MANAGEMENT ADDENDUM

Unit Owner agrees to the provision of pest inspections of vacated premises, including but not limited to bed bugs, water bugs, rodents, ants or termites. Unit Owner shall not enter into any lease agreement with Tenant while aware of the presence of bed bugs or any pests in the unit and may enter into a lease upon successful remediation of any infestation.

Tenant shall disclose prior bed bug infestations within the previous (6) six months and attest no current infestation at signing of lease. Tenant must report any signs of bed bugs immediately and agree to cooperate with all efforts and course of actions to eradicate and control bed bug/ pest infestations. Should a pest control professional determine the presence of bed bugs during tenancy in unit, Tenant/Unit Owner must comply with 2600 Association Bed Bug Policy and agree to all necessary treatments of unit and units that may be affected as a result.

## 6. FAILURE OF UNIT OWNER TO PAY ASSOCIATION COMMON CHARGES AND OTHER ASSESSMENTS.

If Unit Owner shall be in default of any common assessments or other charges owed to Association then all of Unit Owner's and Tenant's rights of use and access to Association facilities and services shall be subject to suspension in accordance with the applicable Rules and Regulations.

All rent payments owed to Unit Owner by Tenant under the lease agreement and any renewals thereof are herewith assigned to Association. Association hereby agrees that unless and until a default in payment owed to Association shall have occurred, Unit Owner shall be entitled to receive, collect and enjoy the rents, charges and other amounts accruing to it under the lease agreement. If a default occurs as aforesaid, Association shall without application for a receiver or other process of law, become immediately entitled to receive, collect and enjoy said rents, charges and other amounts then and thereafter payable under the lease agreement including any amount which may then be past due, Unit Owner hereby constituting and appointing Association its true and lawful attorney, in its name or otherwise and at the Unit Owner's expense, to demand, collect, sue for and take all lawful measures including the commencement of summary dispossession actions for non-payment of the rent due, for the recovery of said rents, charges and other amounts.

The foregoing assignment of rents shall operate merely as an assignment of rents, charges and other amounts under the lease agreement and shall not be deemed to be an assumption by Association of any obligation of Unit Owner thereunder.

Unit Owner further agrees that it will not, without written consent of Association:

- A. Cancel, terminate or accept any surrender of any of the lease agreement.
- B. Amend or modify any of the lease agreement or do anything materially to impair the rights of Association thereunder.
- C. Grant any concessions in connection with the lease agreement.
- D. Collect or accept advance rentals, with other than may be provided for in the lease agreement.
- E. Waive any default by Tenant under the lease agreement or this Lease Rider.

Unit owner shall be subject to any fines or penalty charges imposed by Association if Association has declared default and Association must seek recourse to the assignment of rent provision.

Unit Owner waives his right to obtain summary dispossession or late fees against Tenant during the period that rent payments are made to Association pursuant to this section 5 unless Tenant fails to pay his rent to Association or Tenant violates a provision of the lease agreement, Lease Rider, or the governing documents.

The payment of rents to Association shall continue for the duration of Unit Owner's continued default in payments to Association. Thereafter, Association at its option may instruct Tenant to send all future payments for maintenance directly to Association. Association may implement any other reasonable collection procedure with Tenant to maintain the current status of the unit owner's maintenance account.

7. OCCUPANTS.

Tenant shall provide Association herein with the names of all adult occupants of the unit, which in no event shall exceed 4 unrelated adults. Tenant shall inform Association in writing of any changes in the names of any of the occupants.

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

If persons other than those listed above occupy the unit, Tenant shall be in violation of the Lease Rider and subject to eviction.

IN WITNESS WHEREOF WE HAVE SIGNED THIS LEASE RIDER ON THE DATE FIRST STATED ABOVE.

Witness:

\_\_\_\_\_

Unit Owner(s):

\_\_\_\_\_

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

\_\_\_\_\_

Witness:

\_\_\_\_\_

Tenant(s):

\_\_\_\_\_

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

\_\_\_\_\_