

# LEISURE VILLAGE EAST ASSOCIATION

## OFFICIAL LEASING RIDER

This Rider to the Unit Lease between Owner/Landlord and Occupant/Tenant is necessary for approval of the lease and execution of both by the Association. No lease shall be effective until it is reviewed and accepted by the Association upon the completion and full execution by all parties - the Owner/Landlord, Occupant/Tenant, and Manager/Trustee.

The Owner/Landlord shall provide a copy of any written lease to the Association **at least fifteen (15) business days prior to the commencement of the lease, along with this Official Leasing Rider and its Addendum, fully completed and signed by the Owner/Landlord and Occupant/Tenant along with all required documents required hereunder.**

### Move-in permits required

### No Move-In's permitted on Sunday

Move in is permitted Monday thru Saturday between 9:00am and 4:00 pm  
The Occupant/Tenant must obtain a permit in advance at LVE Administration Office

Unit Number \_\_\_\_\_ Term of the Lease: From \_\_\_\_\_ To \_\_\_\_\_  
(All leases shall be for a term of one (1) year)

Model: Eton \_\_\_\_\_ Greenbriar \_\_\_\_\_ Baronet \_\_\_\_\_ Winfield \_\_\_\_\_ Regency \_\_\_\_\_

Unit Owner's Name: \_\_\_\_\_ DOB \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Unit Owner's Name: \_\_\_\_\_ DOB \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

(No lease will be approved unless the Owner/Landlord is a Member of LVE Association, in good standing.)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Occupant's Name: \_\_\_\_\_ DOB \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Occupant's Name: \_\_\_\_\_ DOB \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

All occupants who will reside in the unit must be age 55 or older; unless spouse or child of permissible occupant. No children under the age of 19 permitted – Article III Section 12 of the By-Laws of LVE Association.

(Maximum Occupancy: 2 – Eton; 3 – Winfield, Greenbriar, Baronet, & Regency).

Co-occupant: \_\_\_\_\_ Relationship \_\_\_\_\_ DOB \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Co-occupant: \_\_\_\_\_ Relationship \_\_\_\_\_ DOB \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Proof of age & relationship required: Copy of Driver's License, Birth Certificate or Marriage License.

**Tenant may not house a truck in the Village.** Copies of Motor Vehicle Registrations for all vehicles owned and operated by the Occupant/Tenant, which are to be regularly kept at LVE during the occupancy, are required upon receipt of Official Leasing Rider. No trucks of any size or type, tractor trailers, buses, mobile homes, house trailers, campers, detached camper tops, truck cabs, motor homes, boat trailers or similar vehicles or equipment may be stored or parked on any driveway, or any street, or parking area within LVE except while loading or unloading or making pick-ups or deliveries. Parking space, when available for these types of vehicles, is temporarily provided at the vehicle owner's expense in an area located off site, near the entrance to the Original Leisure Village. (LVE Rules and Regulations, General Section, 11. Parking)

**Vehicles parked on the property – owned or leased (copies of MV Registration(s) required):**

**Veh#1:** Yr: \_\_\_\_\_ Make: \_\_\_\_\_ Mod: \_\_\_\_\_ Color: \_\_\_\_\_ Lic#: \_\_\_\_\_ St: \_\_\_\_\_

**SECOND VEHICLE NOT PERMITTED IF UNIT IS ETON OR GREENBRIAR**

**Veh#2:** Yr: \_\_\_\_\_ Make: \_\_\_\_\_ Mod: \_\_\_\_\_ Color: \_\_\_\_\_ Lic#: \_\_\_\_\_ St: \_\_\_\_\_

***Note: On the street parking is prohibited***

**Fees:**

The Owner/Landlord is required to pay a **non-refundable** administrative leasing fee of **\$283.00** for each initial lease submitted for review and acceptance. All leases must be renewed annually. A **\$100.00** fee will be paid when an existing lease is renewed or extended, in which case the Owner/Landlord must provide written notice to the LVE Association of any such extensions of any lease or occupancy, thirty (30) days prior to renewal. The Owner/Landlord must pay the administrative leasing fee no later than ten (10) calendar days after execution of the lease, or (10) days before commencement of the term, whichever occurs first. Any unpaid administrative leasing fee shall be deemed a lien against the unit in the same manner as any unpaid common expenses attributable to a unit.

The Occupant/Tenant shall pay \$12.00 for each security barcode decal.

Note: Will receive barcode decal and resident badge after reading required materials.

**The Owner/Landlord is required to obtain a Certificate of Occupancy from the Township of Lakewood,** including a Fire Inspector's Certificate for smoke detectors and/or carbon monoxide detectors, in accordance with Article III Section 19(H) of the By-Laws of LVE Association. A copy of Certificate of Occupancy shall be provided to Community Manager before the Occupant/Tenant moves in.

## ADDENDUM TO OFFICIAL LEASING RIDER

Leisure Village East is an adult retirement community, **not an Assisted Living Facility.**

LVE Association will not accept responsibility for residents who are unable to perform their daily living functions without assistance.

The Occupant/Tenant agrees to comply with the Master Deed, By-Laws and Rules and Regulations of the Association and acknowledges receipt of a copy of the Master Deed, By-Laws and Rules and Regulations of the Leisure Village East Condominium Association. The Owner/Landlord acknowledges that he or she has provided these required documents to the Occupant/Tenant. The Master Deed, By-Laws or Rules and Regulations of LVE Association may be modified or supplemented by the Association from time to time. If the Owner/Landlord is notified of any such changes, it shall be the Owner/Landlord's sole responsibility to notify the Occupant/Tenant to obtain compliance. The Owner/Landlord shall be legally responsible to pay for any and all fines that may be attributable to the Occupant/Tenant's failure to comply with the Governing Documents of the Association. The Occupant/Tenant will also comply with the occupancy restrictions imposed by Local, State and Federal Law and by the public offering statement of the Association. Occupant/Tenant further acknowledges that Occupant/Tenant's failure to abide by the terms of the Governing Documents shall constitute a material breach of the Lease Addendum and the Lease and be grounds for lease termination and eviction.

The parties agree that all the covenants and agreements contained in this Lease Addendum shall be deemed to be part of the Primary Lease and incorporated entirely therein as if included originally. The parties further agree that, in case of a conflict between this Addendum and the lease, the terms of this Lease Addendum shall take precedence.

The Lease is subject to and shall comply with the provisions of the Governing Documents, as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Governing Documents, the provisions of the Governing Documents shall take precedence.

Owner/Landlord hereby transfers and assigns to Occupant/Tenant, for the term of the Lease, any and all rights and privileges that Owner/Landlord has to use the Association's common elements, including, but not limited to, the use of any and all recreational facilities and amenities. Owner/Landlord and Occupant/Tenant acknowledge that the Association reserves the right to withhold access to common element amenities from Occupant/Tenant for any reason that it would, under the terms of the Governing Documents, be authorized to refuse an Owner/Landlord such access, including Occupant/Tenant's failure to comply with any of the provisions of the Governing Documents, or Owner's/Landlord's failure to pay monthly assessments when due.

Occupant/Tenant has the right to park one (1) automobile in the assigned parking space for the unit occupied. If Occupant/Tenant has a second vehicle, it must be parked in a manner so as not to interfere with or impede other residents. All vehicles must be registered with the Association, and must have a bar code affixed to the side window on the driver's side of the vehicle. Before receiving a bar code, the Occupant/Tenant must provide an executed copy of Lease, Lease Rider and Addendum to Lease Rider to the Association. Occupant/Tenant must follow all of the Association's parking rules, which can be found on page 6, General Section, 11 Parking, of the LVE Rules and Regulations, and is subject to the penalties stated therein for all violations.

The unit Owner/Landlord of the Association is the only person permitted to request a voluntary maintenance work order or service request of any type, and each separate request must be submitted to the LVE Association Maintenance Department, in writing, except where the Occupant/Tenant of the unit is the parent(s) of the Owner/Landlord, in which case the Owner/Landlord may provide a general blanket authorization, in writing, to permit his/her parent(s) to submit written work order or service requests for the unit occupied by the parent(s). The Owner/Landlord remains solely financially responsible for costs incurred, labor and materials, pursuant to any such voluntary work order or service request(s).

In the event of a default by Occupant/Tenant in his/her performance of the terms of the Primary Lease, or this Lease Addendum, or of the Master Deed, By-Laws, and/or Rules and Regulations of the Association, then, in addition to all other remedies which it may have including but not limited to fines, the Association or its representative will notify the Owner/Landlord of the default(s) and demand that they be corrected through the Owner's/Landlord's efforts within 30 days after such notice. If the default(s) are not corrected within the 30 day period, the Owner/Landlord shall immediately thereafter, at his or her own cost and expense, institute and diligently prosecute an eviction action against Occupant/Tenant. The eviction action will not be settled without the prior consent of the Association or its representative. In the event the Owner/Landlord fails to fulfill the forgoing obligation, the Association has the right, but not the duty, to institute and prosecute an action as attorney-in-fact for the Owner/Landlord at the Owner's/Landlord's sole cost and expense, including all legal fees incurred.

The Owner/ Landlord hereby irrevocably names, constitutes, appoints and confirms the Leisure Village East Association as his or her attorney-in-fact to take all such actions as it deems appropriate on his/her behalf. All costs and attorney's fees incurred by the Association to enforce the terms of the Primary Lease or of this Lease Addendum, or of the Master Deed(s), By-Laws, and/or Rules and Regulations of the Association, or to evict Occupant/Tenant pursuant thereto, will be assessed against the Unit and the Owner/Landlord thereof, and will be deemed to constitute a lien on the Unit involved. The Association may enforce collection of the lien in the same manner as an assessment.

Both the Owner/Landlord and Occupant/Tenant acknowledge that the Leisure Village East Association is a third-party beneficiary of the Primary Lease and this Lease Rider and Addendum. In the event that there is any delinquency in payment of common expenses or other charges due to the Association by the Owner/Landlord, rent due from the Occupant/Tenant is hereby assigned to the LVE Association. Upon written notice to the Occupant/Tenant and the Owner/Landlord the Occupant/Tenant will pay the rent to LVE Association to the extent necessary to satisfy the Owner/Landlord's deficient financial obligations to the Association.

I have read and understand the above and consent to the terms hereof is being incorporated into the Primary Lease:

\_\_\_\_\_  
Owner Name(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Occupant Name(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
MANAGER/TRUSTEE SIGNATURE APPROVAL DATE