

PREPARED BY:

\_\_\_\_\_  
RONALD L. PERL, Esq.

**LICENSE AGREEMENT**  
**PERMITTING INSTALLATION OF A STORAGE SHED**

**THIS LICENSE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between **SOCIETY HILL EAST CONDOMINIUM ASSOCIATION**, located in East Brunswick Township, Middlesex County, State of New Jersey (referred to in this agreement as “the Association” or “Grantor”) and \_\_\_\_\_ residing at \_\_\_\_\_, East Brunswick, Middlesex County, New Jersey (referred to in this agreement as “You” or “Unit Owner”).

**BACKGROUND STATEMENT**

1. The Association is responsible for the administration of the common elements of the Condominium and has the legal authority to permit unit owners in the condominium to make certain alterations or installations in the common elements, subject to restrictions and conditions; and
  
2. You are the owner of the unit within the **SOCIETY HILL EAST CONDOMINIUM ASSOCIATION** known as: \_\_\_\_\_, which unit was conveyed to You by a deed recorded in the Office of the Middlesex County Clerk in Deed Book \_\_\_\_\_; Page \_\_\_\_\_; and You wish to make such installation/alteration.

**GRANTING OF LICENSE AND CONDITIONS**

**NOW, THEREFORE**, in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Association does hereby grant to You a license to install **Storage Shed**. This installation/alteration is described in more detail in Schedule “A” attached to this document. This installation is subject to the following terms and conditions:

1. Prior to installation You shall be required to post a compliance deposit

with the Association, in an amount to be determined by the Board, after or concurrent with their approval of Your application, depending on the nature and scope of the modifications that are more particularly described in Schedule A. This deposit shall be paid to Association and no work shall begin until receipt of the compliance deposit is acknowledged by the Association. At the conclusion of the installation and/ or alteration, the Association shall inspect the work and as long as the installation and/or alteration conforms with what was approved by the Board Your deposit will be returned within thirty (30) days.

2. The installation/alteration listed above will be considered part of the unit as defined in the governing documents of the Association.

3. You agree to install the Storage Shed in accordance with the following criteria established by the Board:

- i. The shed shall not exceed the height or width of the privacy fence currently in place. The shed must be contained within the confines of the fence and be placed next to it. It shall be no greater than four (4) feet wide.
- ii. The shed shall match the color existing of the unit siding.
- iii. The shed shall be comprised/made of plastic, vinyl or aluminum, and may not be wood.
- iv. The shed shall be installed in accordance with the manufacturer's specifications, including with out limitation, the manufacture's anchoring instructions.
- v. The shed must be secured and anchored according to the manufacturers instructions included with the shed. No attachment to a dwelling or privacy fence is permitted.
- vi. No shed is permitted to be bolted or affixed to the exterior siding of the unit
- vii. The foundation for the shed must be patio blocks, bricks or the equivalent. No wood foundation is permitted. No permanent foundation is permitted, i.e. cement.

- viii. No flammable or other hazardous substance may be stored inside Your shed, including propane tanks.
- ix. Items permitted to be stored in Your shed are non-perishable items, non-flammable items, bicycles, lawn furniture, hoses, garden equipment, etc.
- x. No sheds are permitted to be installed in the front yard of the unit.
- xi. Sheds must have a lock and remain locked at all times as the Association shall not be liable for injury to property or person, and/or lost or stolen objects stored therein.
- xii. No pets are to be housed, kept, bred or otherwise maintained inside Your shed.

4. You agree not to alter or change the installation/alteration without the written approval of the Board of the Association and Architectural Control Committee, it being understood that the architectural covenants/common scheme established by the governing documents of the Association will be controlling at all times.

5. You agree to be responsible for removal of the installation/alteration described in this document if necessary or required by the Board to make repairs to, or maintain the common elements or another unit.

6. You agree to indemnify, defend, and hold the Association harmless for any damage to person or property resulting or arising from the installation/alteration.

7. You agree that You will not remove the installation/alteration without prior written notification to the Board of the Association.

8. You agree to comply with all State and local statutes, ordinances and regulations pertaining to the installation/alteration and shall be responsible for obtaining all necessary approvals or permits and paying all requisite fees to the Association and any governmental authority for said installation/alteration including the filing fee for this agreement with the Middlesex County Clerk and

You agree to hold the Association harmless and indemnify the Association for any failure to do so.

9. The installation/alteration shall not commence until You have signed the within agreement and have received written approval from the Association's Board.

10. In the event that the Board of the Grantor determines that the installation/alteration is not properly maintained, repaired or removed, the Grantor may, upon not less than seven (7) days notice to the owners, perform such maintenance or repair and charge the cost to the owner. Such charge shall constitute a lien on the unit and may be collected in the same manner and subject to the same rights and obligations as the common expense assessments.

11. All of the obligations contained in these terms and conditions 1 through 11 are binding on You as well as those who become owners of the unit at any time in the future. This license is subject to those rights of the Association contained in the governing documents of the Association, and any existing and future amendments.

**IN WITNESS WHEREOF**, the Association and the Owner have executed this Agreement on the date shown above.

Attest:  
**SOCIETY HILL EAST CONDOMINIUM ASSOCIATION**

\_\_\_\_\_  
, Secretary

\_\_\_\_\_  
, President

Witness:

\_\_\_\_\_

\_\_\_\_\_  
**GRANTEE**

\_\_\_\_\_

\_\_\_\_\_  
**, GRANTEE**

**ACKNOWLEDGMENTS**

**GRANTOR:**

State of New Jersey:

SS:

County of Middlesex:

I certify that on \_\_\_\_\_, 200\_\_\_\_, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that a) this person is the secretary of the Society Hill East Condominium Association; b) this person is the attesting witness to the signing of this document by the proper corporate officer who is \_\_\_\_\_, 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 the Board of Trustees; 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.

\_\_\_\_\_, Secretary

Sworn to and subscribed  
before me this \_\_\_ day of  
\_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENTS**

**GRANTEE:**

State of New Jersey :

SS:

County of Middlesex :

I certify that on \_\_\_\_\_, 200\_\_\_\_, \_\_\_\_\_ personally came before me and acknowledged under oath to my satisfaction that this person (or if more than one, each person) a) is named in and personally signed the attached document; and b) signed, sealed and delivered this document as his or her act and deed.

\_\_\_\_\_  
Notary Public

**RECORD & RETURN TO:**  
Hill Wallack  
202 Carnegie Center  
Princeton, New Jersey 08540