

PREPARED BY:

Terry A. Kessler, Esq.

LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 200____, by and between **MONMOUTH WALK CONDOMINIUM ASSOCIATION**, located in Monmouth Junction, Middlesex County, New Jersey (referred to in this agreement as "the association") and _____, residing at _____ Monmouth Junction, 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 Association and has the responsibility to maintain the exterior of the units including the roofs and in addition the Association has the legal authority to permit unit owners in the community to make certain installations on the common elements, subject to restrictions and conditions. Unit Owners have the right to install satellite dishes in their unit or on the limited common elements but not on the common elements. While the Association has decided to permit installations in certain specific locations on the roof, the Association wants to insure that any such installations do not cause damage to the property or interfere with the Association's ability to maintain the unit exteriors and roofs in accordance with its responsibilities; and

2. You are the owner of a unit within the **MONMOUTH WALK CONDOMINIUM ASSOCIATION** known as: _____ (unit address), which unit was conveyed to you by a deed recorded in the Office of the Middlesex County Clerk in Deed Book ____; Page ____; and want to install a satellite dish on the roof your building.

GRANTING OF PERMISSION AND CONDITIONS

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, the Association does hereby grant to you permission to install a satellite dish

on the ____chimney chase ____on the roof trim known as the pork chop : (check the applicable location). This satellite dish installation is subject to the following terms and conditions:

1. You, as well as those who become owners of the unit after you, will have the obligation and responsibility for maintenance, repair, and replacement of the satellite dish at all times in the future.

2. You agree not to alter or change the satellite dish as installed in accordance herewith without the written approval of the Board of the Association, it being understood that the roof and or siding which they are responsible for maintaining is not damaged.

3. You understand that permission is only granted for the installation of one dish no other dishes are permitted.

4. You agree to be responsible for removal of the satellite dish described in this document if necessary or required by the Board to make repairs to, or maintain the exterior of the building, the roof, your unit or another unit the maintenance of which is the Association's responsibility.

5. You agree to indemnify, defend, and hold the Association harmless for any damage to person or property resulting or arising from the installation of the satellite dish on the roof of the building.

6. You agree that you will be responsible to repair any damage to the exterior of the unit or the building caused by said installation such as holes in the shingles or roof.

7. You agree to comply with all State and local statutes, ordinances and regulations pertaining to the installation 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 including the filing fee for this agreement with the Middlesex County Clerk for which the Board is currently charging \$80.00 but said amount is subject to change and you agree to hold the Association harmless and indemnify the Association for any failure to do so.

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

MONMOUTH WALK CONDOMINIUM ASSOCIATION

_____, Acting Secretary

President

Witness:

Grantee

Grantee

ACKNOWLEDGMENTS

GRANTEE:

State of New Jersey:

SS:

County of _____:

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.

Sworn to and subscribed
before me this ___ day of
_____, 200____.

Notary