

LEASE OF COMMON ELEMENT

This Lease is entered into this ____ day of _____, 1996, by and between MILLRIDGE CONDOMINIUM ASSOCIATION, INC. ("Lessor") and _____ ("Lessee"), pursuant to the authority provided to Lessor in the Declaration of Condominium for Millridge Condominium Association, Inc.

1. This Lease is entered into as a Lease of a Common Element for the erection and maintenance of a deck, balcony, or patio as a structure appurtenant to Unit ____.

2. The dimensions of the deck, balcony, or patio constructed by Lessee shall be _____. If Lessee is to construct a deck or balcony, this Lease shall include a lease of air space necessary to construct the deck or balcony, together with a lease of sufficient common element real property directly below the deck or balcony for the maintenance of reasonable and necessary support structures for the deck or balcony; provided, however, that support structures for Lessee's deck or balcony shall not interfere with a lease of common element property to other unit owners.

3. Lessee shall be responsible for all maintenance, repair, and up-keep with respect to any balcony, deck, or patio appurtenant to Lessee's unit, whether such balcony, deck, or patio exists wholly or partly on common elements leased from Lessor or exists entirely on Lessee's property.

4. Lessee agrees to maintain appropriate liability insurance covering any balcony, deck, or patio appurtenant to Lessee's Unit. Lessee further agrees

to assume all liability with respect to the balcony, deck or patio, including, but not limited to, liability related to access to or from the balcony, deck or patio and to or from the surrounding common elements.

5. Lessee shall be assessed a fee of One Dollar (\$1.00) per year for the use of the common elements subject to this Lease for a balcony, deck or patio. The fee shall be payable by Lessor to Lessee in January of each year. If this Lease is executed in a month other than January, the initial fee shall be due upon execution of the Lease by Lessee. This Lease shall continue from year to year upon Lessee's payment of the fee called for in this Agreement and if Lessee is not in default of any of Lessee's duties or obligations under this Agreement. In the event Lessee fails to maintain appropriate liability insurance, Lessor may immediately terminate Lessee's right of use of common elements for the maintenance, support or existence of Lessee's balcony, deck, or patio irrespective of the payment by Lessee of the yearly fee to be assessed for such use, and Lessee shall be required to remove, at Lessee's sole expense, the balcony, deck, or patio extending onto or supported by common elements.

EXECUTED this ____ day of _____, 1996.

Witness:

LESSEE:

Witness:

LESSEE:

LESSOR:

Witness:

Millridge Condominium Association, Inc.

By: _____

Its: _____