

#### LEASE ADDENDUM

This Lease Addendum applies to the following Lease:

Date of lease:
Landlord's name:
Landlord's Address:
Tenant's name:
Address of the property rented:
Date lease begins:
Date lease ends:
Authorized Occupants:
Authorized Vehicles:
Association must be notified prior to any additional vehicles

Landlord and Tenant make this Addendum to Lease for benefit of the Association. Association is an intended third-party beneficiary of this Addendum to Lease. In the event of any conflict between the Lease and this Addendum to Lease, this

Addendum to Lease will control.

permitted on property.

1. <u>Association Approval</u>. This lease is conditioned on approval of Tenant by the Association.



- 2. <u>Authorized Occupants</u>. The only authorized occupants are those listed above.
- 3.  $\underline{\text{Use}}$ . The premises shall be used only as and for a primary residence. Tenant shall not use the premises or permit the premises to be used for any business purpose or illegal, immoral or improper purpose whatsoever or any purpose detrimental to the premises or to the comfort and peace of others residing in the vicinity of the premises.
- 4. <u>Standards of Conduct for Tenant</u>. During the term of this lease and all periods of occupancy, Tenant and all occupants and persons at the premises shall:
- a. Comply with all building, housing and health and zoning codes.
  - b. Keep the premises clean and sanitary.
- c. Use and operate in a reasonable manner all electrical, plumbing, sanitary, air conditioning, and other facilities and appliances.
- d. Not destroy, deface, damage, impair, or remove any part of the premises or property.
- e. Conduct himself or herself, and require other persons on the premises with his consent to conduct themselves, in a manner that does not reasonably disturb neighbors or constitute a breach of the peace, including noise from cars, speeding, and disturbances in the parking lot.
- f. Comply with all rules and provisions of the governing documents including those regarding parking space(s).
- g. Comply with all reasonable rules which Landlord may impose even though they are not specified in this Lease.

Tenant is responsible for compliance with the foregoing.

- 5. <u>Access</u>. Association will have the right of access to the unit for inspections, making repairs, and other proper purposes.
- 6. <u>Subletting/Assignment</u>. Tenant may not assign this lease or sublease. No room, beds or spaces may be rented to non-authorized occupants.



- 7. <u>Term</u>. Landlord and Tenant acknowledge the term listed in the Declaration. Landlord may not re-rent to someone else to cover any default by Tenant. Thirty days prior to expiration of the Lease, any lease renewal or new lease must be submitted to the Board for approval.
- 8. <u>Unit Owner's Consent to Assignment of rents to Association.</u> Unit owner agrees to continue making payments of association assessments when due directly to the Association.
- A. In the event that said owner does not pay any one (1) monthly assessment by the 30th day of any such month, Association shall have the right to require that the tenant pay the monthly assessment along with any additional amounts then owed to the Association, including but not limited to, delinquent assessments, special assessments, late fees, attorney's fees, costs from enforcement of this Addendum or other legal action to collect delinquent maintenance/assessments, and fines directly to the Association and to then pay the remainder of the monthly rent to the landlord.
- B. Association shall send written notice to both the unit owner and the tenant of the imposition of this requirement, after an owner has failed to pay any one (1) monthly assessment by the  $30^{\rm th}$  day of any such month.
- C. Unit owner hereby assigns that portion of the rent(s) which equals the total amount, including any delinquent assessments, special assessments, attorney's fees and court costs, due and payable to Association, upon the association giving notice as described above of the delinquency and imposition of the requirement that the tenant pay the monthly assessment to Association.
- D. Unit owner also agrees that he/she/they will not consider the tenant delinquent in their rental payment, nor commence eviction proceedings against the tenant, in the event that the tenant pays the monthly assessments to Association and deducts the same from the tenant's rental payment to the unit owner.
- E. After the account balance is current, the tenant shall continue to deduct the current monthly assessments from the rent and pay it directly to Association, unless otherwise notified in writing by association.
- 9. <u>Association's Rights</u>. Association is a third-party beneficiary of this Addendum to Lease. Tenant acknowledges receipt from Landlord of a full copy of the Association's documents including the Declaration and Rules and Regulations. If Tenant, any authorized occupant, or guest of Tenant violates any provision of such documents or any rule or regulation, any provision in this



addendum, or if there be any unauthorized occupants, the Association may enforce rights and remedies directly against the Tenant as follows:

In the event of any noncompliance by Tenant with any of the foregoing ("Violation"), Association will give written notice to Tenant. Such written notice may be mailed to Tenant or posted on Tenant's door, and proof of service of such notice, if necessary, may be made at any time by affidavit of the person doing or supervising the mailing or posting.

If within 12 months after any violation notice, Tenant repeats the violation, the Association may give Tenant a lease termination notice in substantially the following form: "You are advised that your lease is terminated effective immediately. You shall have seven (7) days from the delivery of this letter to vacate the premises. This action is taken because: (cite the noncompliance)

If Tenant remains after such seven (7) days, Association is authorized to bring a summary eviction action against the Tenant pursuant to Chapter 83, Florida Statutes, and Landlord assigns to Association that remedy against Tenant in the event Tenant repeats a Violation.

If Tenant fails to make payment to the Association as required in Article 9, Association may give Tenant a 3 day Notice to pay such amounts due to the Association or turnover possession to the Association, and should Tenant fail to comply with the foregoing notice, the Association may evict the Tenant pursuant to summary procedure, and the Tenant will be liable for judgment for the amount due and reimbursement of the Association's attorney's fees and court costs. Landlord assigns all rights necessary to accomplish the foregoing to the Association and Landlord waives participation in and will not be a party to and such proceeding.

- 10. <u>Landlord's Obligation for Association's Attorney's</u>
  <u>fees</u>. Should Association have to enforce any right or remedy against Tenant under the preceding section, Landlord will reimburse Association for Association's attorney's fees and costs.
- 11. <u>Association's Other Rights/No Obligation on</u>

  <u>Association</u>. Association's having rights and remedies under this Addendum to Lease is not be waiver of any other rights or remedies against Landlord or Tenant which Association may have. This



Addendum to Lease creates no obligations whatsoever on Association.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Addendum to Lease on the day and year set forth below.

	TENANT:
Date	Signature
	Print Name
Date	Signature
	Print Name
	LANDLORD:
Date	

F:\VENETIA VILLAS\addendum to lease .wpd