



HAMPTONS SOUTH CONDOMINIUM ASSOCIATION, INC
20201 EAST COUNTRY CLUB DRIVE AVENTURA FL 33180

ADDENDUM TO LEASE

THIS ADDENDUM MADE THIS _____ DAY OF _____ 20____ IS ATTACHED TO AND FORMS AN INTEGRAL PART OF THE LEASE TO WHICH IS ATTACHED AND DATED.

THE _____ (LESSOR)
AND _____

(LESSEE) FOR UNIT _____ LOCATED IN THE HAMPTONS SOUTH CONDOMINIUM ASSOCIATION INC IN THE EVENT THIS ADDENDUM CONFLICTS WITH OR MODIFIES THE TERMS AND ROVISIONS OF SAID LEASE, THEN IN SUCH EVENT, THE TERMS AND PROVISIONS HEREOF SHALL CONTROL AND GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES THE LEASE AND THIS ADDENDUM SHALL HEREINAFTER BE COLLECTIVELY REFERRED TO AS (LESSE) THE PARTIES ACKNOWLEDGE THAT THE HAMPTONS SOUTH CONDOMINIUM ASSOCIATION (HEREINAFTER REFERRED TO AS "ASSOCIATION") IS AN INTENDED THIRD PARTY BENEFICIARY OF ANY OF THE COVENANTS CONTAINED IN THE LEASE BETWEEN LESSOR AND LESSEE FOR THE BENEFIT AND PROTECTIONS OF THE ASSOCIATION. THE PARTIES ACKNOWLEDGE THAT THE ASSOCIATION IS NOT THE LESSOR UNDER THIS LEASE AND DOES NOT HEREBY ASSUME ANY OF THE RESPONSIBILITIES OF THE LESSOR UNDER THE LEASE.

WITNESSETH

WHEREAS, LESSOR IS THE OWNER OF UNIT NO. _____ IN THE HAMPTONS SOUTH CONDOMINIUM ASSOCIATION INC AND WISHES TO LEASE SAID UNIT TO LESSEE.

WHEREAS, PURSUANT TO THE DECLARATION OF CONDOMINIUM OF THE HAMPTONS SOUTH, THE FORM OF ANY LEASE SHALL CONTAIN SUCH REASONABLE MODIFICATIONS AS APPROVED BY THE BOARD OF DIRECTORS.

NOW, THEREFORE IN CONSIDERATION OF THE TERMS SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH THE PARTIES HEREBY ACKNOWLEDGE THE PARTIES AGREE AS FOLLOW

1. LESSEE SHALL ABIDE BY AND COMPLY WITH THE ASSOCIATION'S DECLARATION OF CONDOMINIUM, BY-LAWS, ARTICLES OF INCORPORATION AND ALL RULES AND REGULATIONS, AS SAME MAY BE AMENDED FROM TIME TO TIME (HEREINAFTER REFERRED TO AS THE CONDOMINIUM'S GOVERNING DOCUMENTS") AND SHALL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS APPLICABLE TO THE LEASE INCLUDING, BUT NOT LIMITED TO CHAPTER 718 FLORIDA STATUTES, (THE CONDOMINIUM ACT) LESSEE SHALL NOT USE THE UNIT, OR ANY PART THEREOF, OR PERMIT THE SAME TO BE USED FOR ANY LEGAL IMMORAL, OR IMPROPER PURPOSES, NOT PERMIT ANY UNLAWFUL PRACTICES OR ACT IN OR UPON THE UNIT, OR THE PROPERTY OF WHICH IT IS A PART.
2. LESSEE'S OBLIGATION TO COMPLY WITH THE ASSOCIATION'S GOVERNING DOCUMENTS SHALL SPECIFICALLY INCLUDE BUT NOT BE LIMITED TO LESSEE'S COMPLIANCE WITH THE OCCUPANCY LIMITS SET FORTH IN THE DECLARATION OF CONDOMINIUM, IN ADDITION THE LEASE SHALL BE FOR A **MINIMUM PERIOD OF (6) MONTH.** AND IT MAY NOT BE MODIFIED, AMENDED, EXTENDED, ASSIGNED, OR SUBTLE, WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD OF DIRECTORS.
3. LESSEE MAY ONLY PARK THEIR VEHICLE(S) IN THE PARKING SPACE(S) ASSIGNED TO THE UNIT THEY ARE LEASING AND SHALL NOT PARK ANY VEHICLES IN GUEST OR OTHER PARKING SPACES.
4. LESSEES SPECIFICALLY ACKNOWLEDGE THAT THEY SHALL NOT BE PERMITTED TO MAINTAIN OR KEEP ANY PETS IN THE UNIT OR ON THE ASSOCIATION PROPERTY.
5. IN THE EVENT LESSORS DELINQUENT IN THE PAYMENT OF ANY MONTHLY MAINTENANCE ASSESSMENTS OR SPECIAL ASSESSMENTS DUE TO THE ASSOCIATION, THE RENT FOR THE UNIT SHALL BE APPLIED BY THE LESSEE TO THE PAYMENT OF ANY DELINQUENT ASSESSMENT OR INSTALLMENT THEREOF DUE TO THE ASSOCIATION BEFORE PAYMENT OF THE BALANCES IF ANY, OF SUCH RENT TO THE LESSOR. IF ANY SUCH ASSESSMENTS AND INSTALLMENTS ARE NOT PAID WITHIN TEN (10) CALENDAR DAYS AFTER THE DUE DATE, THE ASSOCIATION SHALL NOTIFY THE LESSOR OF SUCH DELINQUENCY BY REGULAR MAIL TO THE LAST ADDRESS FURNISHED TO THE ASSOCIATION BY LESSOR AND SHALL NOTIFY THE LESSOR OF SUCH DELINQUENCY BY REGULAR MAIL TO THE UNIT ADDRESS UPON RECEIPT OF SUCH NOTICE, LESSEE SHALL IMMEDIATELY PAY TO THE ASSOCIATION THE ENTIRE AMOUNT OF SUCH DELINQUENT ASSESSMENT, INCLUDING LATE FEES INTEREST, COLLECTION COST AND ATTORNEY'S FEES (IF ANY) AND SHALL DEDUCT SUCH SUMS PAID TO THE ASSOCIATION FROM THE NEXT RENTAL PAYMENT. IN THE EVENT THE SUMS PAID TO THE ASSOCIATION EXCEED THE NEXT REGULAR RENTAL PAYMENT, LESSEE IS AUTHORIZED TO CONTINUE SUCH DEDUCTIONS FROM MONTH-TO-MONTH UNTIL LESSEE HAS BEEN FULLY REIMBURSED FOR THOSE SUMS PAID TO THE ASSOCIATION.
6. LESSEE AGREES TO ABIDE BY THE ASSOCIATION'S GOVERNING DOCUMENTS AS DEFINED IN PARAGRAPH 1 OF THE ADDENDUM AND ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS, LESSOR SHALL PROMPTLY TAKE STEPS TO EVICT LESSEE. THE DETERMINATION OF WHETHER LESSEE HAS FAILED TO ABIDE BY THE ASSOCIATION'S GOVERNING DOCUMENTS OR ANY APPLICABLE LAW, ORDINANCES, OR REGULATIONS, SHALL BE WRITTEN BY THE SOLE DISCRETION OF THE BOARD OF DIRECTORS IF LESSOR FAILS TO PROMPTLY COMMENCE ACTION TO EVICT LESSEE, LESSOR HEREBY AUTHORIZES THE ASSOCIATION AS THE OWNER'S AGENT AND ATTORNEY IN FACT, TO COMMENCE EVICTION PROCEEDINGS. IN THE EVENT THE ASSOCIATION FILES AN ACTION FOR EVICTION, THE LESSOR AND LESSEE SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL ATTORNEY'S FEES, AT BOTH THE TRIAL, AND APPELLATE PROCEEDING OR TO PRECLUDE THE ASSOCIATION FROM PURSUING ANY OTHER AVAILABLE LEGAL REMEDIES.

ON WITNESS WHEREOF THE UNDERSIGNED HAVE EXECUTED THIS ADDENDUM AS OF THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
ON THE PRESENCE OF:

LESSOR (**LANDLORD**) PRINT

LESSOR SIGN

LESSOR(**LANDLORD**) PRINT

LESSOR SIGN

LESSEE (**TENANT**) PRINT

LESSEE SIGN

LESSEE (**TENANT**)PRINT

LESSEE SIGN

RECEIVED BY THE HAMPTONS SOUTH CONDOMINIUM ASSOCIATION INC

BY: _____ TITLE: _____

**HAMPTONS SOUTH CONDOMINIUM ASSOCIATION, INC.
20201 EAST COUNTRY CLUB DRIVE AVENTURA FL 33180**

SWORN TO AND SUBSCRIBED BEFOREME, THIS _____ DAY OF _____ 20_____, IN
DADE COUNTY, FLORIDA

MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

Hamptons South Condominium Association, Inc.

LEASE ADDENDUM

This **Addendum Agreement** is made and entered into this ____ day of _____, 20 ____, by and between _____ (Owner), _____ (Address) (hereinafter referred to as "Unit Owner") and _____ (Tenant), (hereinafter referred to as the "Tenant").

WHEREAS Hamptons South Condominium Association, Inc., (hereinafter "Association") is a Florida corporation-not-for-profit responsible for the operation and maintenance of Hamptons South Condominium

WHEREAS UNIT OWNER and TENANT have entered into a Lease for Unit: _____

WHEREAS UNIT OWNER and TENANT agree to modify such lease to include this Addendum.

NOW THEREFORE, in consideration of the following mutual covenants and promises, UNIT OWNER and TENANT agree as follows:

1. If, at any time during the pendency of the lease, UNIT OWNER shall become thirty (30) or more days delinquent in the payment of Assessments to the Association, UNIT OWNER and TENANT agree that Association shall have the power, right and authority to demand lease payments directly from the TENANT and deduct such past-due Assessments, costs and attorneys fees, if any, as may be delinquent. UNIT OWNER and TENANT agree that TENANT shall pay full rental to Association upon demand.
2. UNIT OWNER expressly absolves TENANT from any liability to UNIT OWNER for unpaid rent under the Lease Agreement if such payment is made directly to the Association upon demand from the Association.
3. The Association shall have the right to notify the Unit Owner of a default in the payment of assessments. In the event that the assessments are not paid in full within ten (10) days of such notification, the Association shall have the right to collect the rent for the Unit from the TENANT.
4. Such notification of the election to collect rent shall be in written form addressed to the TENANT and copied to the Unit Owner. Such right to collect rent shall continue until the delinquency has been paid in full. At such time as there is no longer a delinquency, the Association shall instruct the TENANT to make full rental payments to the Unit Owner.
5. Should TENANT fail to comply with the Association's demand within three (3) days of receipt of a demand for payment, the Association is hereby granted the authority to obtain a termination of tenancy, in the name of the UNIT OWNER, through eviction proceedings, or seek injunctive relief or specific performance under the Addendum.

6. UNIT OWNER and TENANT further agree that if such legal action becomes necessary, the Association shall be entitled to recover reasonable attorneys' fees and costs, including appeals, from UNIT OWNER. Any costs shall be deemed a special assessment against the Unit and collectible in the same manner as any special assessment, pursuant to the Declaration of Condominium.

IN WITNESS WHEREOF the undersigned have executed this Addendum this _____ day of _____ 20 ____.

Tenant Signature: _____ Date: _____

Tenant Print Name: _____

Unit Owner Signature: _____ Date: _____

Unit Owner Print Name: _____