



ADDENDUM TO LEASE

THIS ADDENDUM modifies and supplements the proposed residential property lease between _____ ("Owner"), whose mailing address for the purposes herein is:

_____ and _____ ("Tenant") regarding Owner and Tenant's proposed agreement to rent to Tenant that certain condominium unit known as _____ of the Costa Del Sol Condominium, (this unit hereinafter referred to as the "Unit")(the proposed agreement hereinafter referred to as the "Lease") which Lease has been submitted for COSTA DEL SOL ASSOCIATION, INC.'s (the "Association") approval by Owner and Tenant in conformance with the Declaration of Condominium governing the Unit.

Notwithstanding anything to the contrary in the aforementioned Lease, the parties hereto agree to as follows:

- 1) As a condition of Association's approval of the Lease, the Owner and Tenant voluntarily enter into this Addendum and grant the Association certain rights set forth herein, acknowledging Owner grants and Tenant accepts a voluntary conveyance of the right of possession of the Unit from Owner to Tenant under the terms of the Lease and this Addendum.
- 2) The Association and its authorized agents have an irrevocable right to access the Unit during reasonable hours as may be necessary for inspection and to make repairs as necessary to prevent damage to the common elements or another unit or units in the condominium.
- 3) Tenant agrees:
 - a) To pay rent in conformance with its obligations under the Lease and this Addendum.
 - b) Not to use the demised premises or keep anything in the Unit which will increase the insurance rates of the Unit or interfere with the rights of other residents or make unreasonable noise or otherwise; nor shall Tenant commit or permit any nuisance, immoral or illegal act in the Unit, or on the Common Elements, or the Limited Common Elements.
 - c) To abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium, Articles of Incorporation and Bylaws of the Association ("Condominium Documents"), and agrees to be bound by the rules and guidelines of the Association and any other rules which may become operative from time to time during said the Lease and its extensions.
 - d) Tenant shall not assign, mortgage or encumber this Lease, nor sublet or permit the leased property or any part thereof to be used by others without the written permission of Association.
 - e) Violation of these provisions shall entitle the Association to terminate the Lease Agreement in its entirety and maintain a right of action for possession of the Unit.



Rent and the Association's Monthly Payment

4) Owner, Tenant, and Association agree the rent called for in the Lease includes an amount rightfully payable to the Association, with the Association being currently entitled to

a) Regular monthly assessment: \$ _____

b) Special monthly assessments: \$ _____

Total Base Monthly Amount: \$ _____

In addition to this base monthly amount, there may also become due and payable special assessments, late fees, interest and attorney's fees (all of these items, assessment, special assessments, late fees, interest and attorney's fees, collectively called the "Association's Monthly Payment" or "AMP"). Upon appropriate action, Association's AMP may increase or decrease.

5) Owner hereby assigns to Association Owner's right to collect rent from Tenant to the extent Association is owed AMP.

6) Owner and Tenant agree AMP shall remain payable to Association if Owner fails to pay it to Association. In other words, AMP is owed, jointly and severally by Tenant and Owner, until it is paid to Association, even if Tenant pays rent sufficient to pay the AMP to Owner. Any unpaid AMP amounts shall be construed as rent due and payable.

7) If AMP is not paid to Association on a timely basis, Association shall notify Tenant, in writing by First Class U.S. Mail, of such delinquency, providing copying Owner via First Class U.S. Mail at the address set forth herein.

8) Upon failure to receive all AMP outstanding, Association shall become Receiver for Owner of all rent associated with the Unit from the day on which the payment of any AMP becomes delinquent, with the parties agreeing Association may serve as Receiver without the necessity of posting bond. Association shall receive such rent money and deposit it into its operating accounts, applying rent toward all outstanding AMP amounts first, then to Owner's account. Once all outstanding AMP has been paid, the Association shall advise Tenant and Owner in writing, with Tenant then being required to pay rent to Owner as otherwise provided in the Lease.

9) If Tenant does not pay the entirety of all rent due or coming due under the Lease to the Association after receiving notice of such delinquency, the Association shall be entitled to terminate the Lease and maintain a right of action for possession of the Unit against Tenant, with Tenant agreeing that any AMP amounts due and owing shall constitute rent due to Association as Receiver for Owner for purposes of Florida law.



- 10) It is specifically understood and agreed by all parties that any payments made by the Tenant to the Owner following notice by the Association of unpaid AMP in accordance with this Addendum shall not be evidence of payment of rent.
- 11) Owner acknowledges he or she remains ultimately responsible for the acts of Tenant and Tenant's guests, invitees and visitors.
- 12) There shall be no change to the Lease Agreement, which includes this Addendum, or extensions or renewals thereof without the prior written approval of the Association, who may reject any change, extension or renewal on any grounds.
- 13) Nothing contained in the Lease Agreement, this Addendum or the Condominium Documents shall (i) be deemed to make the Association a party to the Lease Agreement or this Addendum, except to the extent necessary to enable the Association to enforce its rights under this Addendum or under the Condominium Documents; (ii) create any obligation or liability of the Association to the Owner or Tenant; or (iii) create any rights or privileges in the Tenant under this Lease Agreement, this Addendum, or the Condominium Documents in or as to the Association.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals, this ____day of _____, 20__.

X _____
Owner:
Address:
City, State, Zip Code:
Phone:
Email:

X _____
Tenant:
Address:
City, State, Zip Code:
Phone:
Email:

As to the Association:
Costa del Sol Association, Inc.
X _____
By: _____
Title: _____