

ADDENDUM TO RESIDENTIAL LEASE

THIS ADDENDUM, dated this _____ day of _____, 20___, is made by and between _____, hereinafter referred to as "Landlord" and _____, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the parties hereto are, simultaneous herewith, entering into a residential lease for Landlord's property located in the Condominium Property known as Fiore at the Gardens Condominium Association, Inc. at the address shown on the lease to which this Addendum is attached and made a part, said Condominium hereinafter being referred to as "Fiore at the Gardens "; and

WHEREAS, the said property is subject to a recorded Declaration of Condominium of Fiore at the Gardens, a Condominium ("Declaration") and By-Laws of Fiore at the Gardens Condominium Association, Inc. ("Bylaws"), which include covenants permitting the Board of Directors to adopt reasonable rules and regulations regarding the use of the Units; and

WHEREAS, paragraph 15.9 of the Declaration authorizes the Association to approve all leases and lessees and to require that each lease contain certain provisions; and

WHEREAS, the Association has deemed it to be in the best interest of the members to require this Addendum to be executed by Landlord and Lessee as a condition prerequisite to the Association's approval of any lease of a unit;

NOW, THEREFORE, in consideration of the terms as contained herein and within the aforementioned lease agreement and other good and valuable consideration, the existence and sufficiency of which are hereby mutually and conclusively acknowledged by the parties, the parties do agree as follows:

1. The terms of this Addendum shall prevail over any conflicting terms contained within the lease agreement.
2. The parties hereto do hereby ratify and reaffirm any and all terms of said lease agreement which are not in conflict herewith.
3. In the event Lessee receives notification from or on behalf of the Association that the Landlord is in default under his obligations for payment of assessments imposed by the Association, the Lessee shall, within 15 days of receipt of notification by the Association, pay the amount of the rent otherwise due to the Landlord over to the Association, to the extent necessary to satisfy the Landlord's outstanding financial responsibility to the Association.
4. Payment by Lessee to the Association in compliance with the foregoing shall satisfy Lessee's obligation to the Landlord to the extent of the amount so paid.
5. The Association shall be deemed to be a third party beneficiary of the terms of this Addendum and shall be entitled to enforce same at law and/or in equity through a court of appropriate jurisdiction in Palm Beach County, Florida. This shall include the Association's right, but not the obligation, to institute eviction proceedings against Lessee for any material breach of this Addendum and

the lease agreement. Lessee's failure to remit the amount of the rent otherwise due to the Landlord to the Association within fifteen (15) days of receipt of the notification by the Association shall be deemed a material breach of this Addendum and the lease agreement. The Association shall be entitled to recover its costs and reasonable attorney's fees from the Lessee and/or the Landlord in the event it becomes necessary for the Association to retain an attorney and/or initiate legal action to enforce its rights hereunder.

6. This Addendum shall remain in full force and effect for the entire term of the lease, any lease renewal between the Landlord and Lessee whether or not approved by the Association, and any extension as to the tenancy resulting after the termination of the existing lease whether or not in writing, including, but not limited to, tenancy on a month to month basis.

7. Landlord and Lessee agree that the Association shall have the right to terminate the lease in the name of and as agent for the Landlord upon default by Lessee in observing any of the provisions of the Declaration, the Association's Articles of Incorporation, By-Laws, or Rules and Regulations.

WITNESSES:

Sign

Printed Name

Sign

Printed Name

Sign

Printed Name

Sign

Printed Name

LANDLORD:

Sign

Printed Name

LESSEE:

Sign

Printed Name

Sign

Printed Name