

### LEASE ADDENDUM

This Addendum is made this \_\_\_\_ day of \_\_\_\_\_, 2010, and is added to and amends that certain lease/rental agreement by and between \_\_\_\_\_, as Tenant(s), and \_\_\_\_\_ as Landlord(s), which lease rental agreement is dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for property address \_\_\_\_\_, hereinafter referred to as 'Property', which is subject to the Declaration of Condominium ("Declaration"), Bylaws, Articles of Incorporation and Rules and Regulations for Bay Reach Condominium Association, Inc., hereinafter referred to as "Association."

Said lease rental agreement is amended as follows:

#### Assignment of Rent:

1. Landlord(s) and Tenant(s) agree that in the event Landlord(s) is delinquent in paying regular assessments, special assessments, attorney fees and costs incurred in collection, to the Association, which is not cured within any applicable grace period, the Association shall have the right and authority, in its sole discretion to require Landlord(s) to assign their right to collect rent from the Tenant(s) to the Association or its agent and Tenant(s) agree to pay the rent to the Association or its agent upon ten (10) days written notice from the Association. The rent shall be applied to the amount owed by Landlord(s) to the Association in the following manner: first to any interest accrued, then to any administrative late fees, then to any costs and reasonable attorney's fees incurred in collection, and then to the most delinquent assessment, pursuant to Florida Statute 718.116(3). Landlord(s) shall not have the right to evict Tenant(s) for non-payment of rent if the rent is being paid to the Association.
2. The Association shall only be accountable for money actually received by it pursuant to this Lease Addendum and shall have no liability or obligation to Tenant(s) for any advance rent or security deposits paid to Landlord(s). If a rental payment is more than the interest, late fees, costs and attorney fees incurred in collection and the delinquent assessment owed on the account, then there will be a credit on the account toward the next month's assessment payment.
3. Pursuant to the Association's Declaration and upon notice to the Landlord(s), the Association has the right to accelerate assessment installments through the fiscal year if assessments are delinquent. Landlord(s) and Tenant(s) agree that if assessments are accelerated through the fiscal year, the Association shall have the right and authority to require Tenant(s) to pay rent towards the delinquent assessment through the fiscal year until the delinquent assessments are paid in full.
4. The Association shall give Landlord(s) and Tenant(s) written notice when the account is paid in full and rental payments to the Landlord(s) can then be resumed.

Violations of Declaration of Condominium, Bylaws, Articles of Incorporation and Rules and Regulations:

5. Landlord(s) and Tenant(s) agree that if Tenant(s), their guests and invitees violate the Declaration of Condominium, Bylaws, Articles of Incorporation and Rules and Regulations, the Association shall have the right to terminate the lease rental agreement and Lease Addendum and evict Tenant(s) from the Property in the name of the Association and as agent for the Landlord(s).
6. Landlord(s) and Tenant(s) agree that they are jointly liable to the Association for damage to Association property caused by Tenant(s), their guests and invitees and such damage will be charged in the form of a special assessment against the Property.

Indemnity, Legal Action, Attorney Fees and Costs:

7. Landlord(s) agrees to indemnify and hold Association harmless of and from any and all liability, loss, or damage which Association may incur under the Lease Addendum from any and all claims and demands whatsoever.
8. Landlord(s) and Tenant(s) agree that should Tenant(s) fail to comply with this Lease Addendum by not paying the Association rent or for violation of the Association's Declaration of Condominium, Bylaws, Articles of Incorporation and Rules and Regulations, the Association is hereby authorized to bring legal action against Tenant(s) to evict Tenant(s) from the Property or file an injunction lawsuit to enforce compliance to be brought in the name of the Association and as agent of Landlord(s). Landlord(s) and Tenant(s) agree that they shall be jointly liable for all attorney fees and costs, including at the appellate level, that are incurred by the Association for enforcement of this Lease Addendum.

LANDLORD(S):

\_\_\_\_\_  
\_\_\_\_\_

TENANT(S):

\_\_\_\_\_  
\_\_\_\_\_

BAY REACH CONDOMINIUM ASSOCIATION, INC.

\_\_\_\_\_  
By (printed name/title): \_\_\_\_\_