

POINSETTIA LANDINGS CONDOMINIUM ASSOCIATION,
INC.

Addendum To Lease Agreement

THIS ADDENDUM made this ____ day of _____, is attached to and forms an integral part of the lease to which it is attached, dated _____ (hereinafter referred to as "Lease") between _____ (hereinafter "Unit Owner") and _____ (hereinafter "Lessee") for Unit _____ within Poinsettia Landings Condominium.

IN THE EVENT THAT THIS ADDENDUM CONFLICTS WITH, VARIES, OR MODIFIES THE TERMS AND PROVISIONS OF THE ORIGINAL LEASE, THIS ADDENDUM WILL BE ENFORCEABLE AND OVERRIDE ANY CONFLICTING PROVISIONS IN THE ORIGINAL LEASE. THIS ADDENDUM HEREBY BINDS THE UNIT OWNER AND LESSEE AND IS DEEMED FULLY ENFORCEABLE UPON EXECUTION.

WHEREAS, _____ is the record title owner (OWNER) of Unit # _____, and as such wishes to lease said Unit to _____, a s
LESSEE; and

Pursuant To The Poinsettia Landing Condominium Declaration Of Condominium, as recorded in Official Records Book 42092, Page 332 of the Public Records of Broward County, Florida, Section 18.10, "...Units shall not be leased without the prior written approval of the Association of both the lease and the lessee. The association has a right to require that a substantially uniform lease be used."

Pursuant to the governing documents, all Unit owners shall obtain the approval of the Board of Directors of Poinsettia Landings Condominium Association, Inc. prior to the lease of any Unit. The approval of the herein described lease for unit _____ at Poinsettia Landings Condominium is **contingent on the execution of this lease addendum.** Failure to execute this document will result in any Lease for Unit # _____ at Poinsettia Landings Condominium being deemed **IMMEDIATELY VOID.**

IN CONSIDERATION, for the approval of the Lease for Unit # _____ a t Poinsettia Landings Condominium and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge the parties agree hereby agree to the following:

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- 1) Unit Owner hereby agrees that if Unit Owner fails to pay the required monthly assessments, monthly reserves, special assessments, if any, late fees (if incurred), interest (if incurred), and any attorneys fees and costs which may accrue, the Association will send written notification to Lessee to make all rental payments due to the Unit Owner directly to the Association. Upon default in the payments of the amounts mentioned above, Lessee will be required to pay the Association the amount of such delinquency, and shall be entitled to deduct such sums paid to the Association from future rental payments due to Unit Owner. Lessee shall not be obligated to pay any sums in excess of the monthly rental payment to the Association. However, the Lessee will be required to continue to pay the association each month the monthly rental amount until all delinquencies have been paid in full.
- 2) In the event that Lessee fails to comply with the provisions stated herein, and fails to make payments for any delinquent amounts as outlined above the Lessee shall be deemed in default of the Lease and shall be subject to all fines and penalties, including but not limited to: eviction, pursuant to provisions found within Florida Statute Chapter 83, Part II.
- 3) **THE COLLECTION OF RENTAL PAYMENTS FROM THE LESSEE SHALL NOT BE DEEMED AN ELECTION OF REMEDIES, AND THE ASSOCIATION MAY STILL PROCEED TO COLLECT DELINQUENT ASSESSMENTS IN ACCORDANCE WITH THE GOVERNING DOCUMENTS AND THE CONDOMINIUM ACT, INCLUDING BUT NOT LIMITED TO: THE FILING OF A CLAIM OF LIEN, THE FILING OF A FORECLOSURE ACTION, AND/OR ANY ACTION TO PURSUE A MONEY JUDGMENT AGAINST THE UNIT OWNER.**
- 4) The provisions of the Condominium Act, the Declaration of Condominium, By-Laws, Articles of Incorporation, and Rules and Regulations of Poinsettia Landings Condominium, shall be deemed expressly incorporated into the lease. In addition to compliance with foregoing, Lessee agrees to abide by this Addendum, and Applicable laws, local ordinances and regulations. If Lessee fails to comply with any of the above referenced items, Unit Owner shall immediately commence an action to evict the Lessee, if such non-compliance is grounds for eviction. Under those circumstances where eviction is a proper remedy, if Unit Owner fails to commence an eviction action against Lessee WITHIN FOURTEEN (14) DAYS OF NON-COMPLIANCE, Unit Owner hereby authorizes the Association as the Unit Owner's agent and attorney in fact, to commence such proceeding. In the event that the Association is forced to file an eviction action, due to Unit Owner's lack of action, the

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Unit Owner shall be liable for all costs and attorney's fees incurred as a result of such eviction action. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings against Lessee or to preclude the Association from pursuing any other available legal remedies under law.

- 5) Lessee and Unit Owner hereby agree that they shall be held jointly and severally liable for any acts or omissions by the Lessee. Furthermore, Lessee hereby acknowledges that failure to abide by all provisions of this addendum may result in the loss of any funds which may have been provided to the association at the execution of the lease, in the event that an eviction action is pursued.

FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS ADDENDUM WILL RESULT IN LEGAL ACTION AGAINST UNIT OWNER/LESSOR and LESSEE.

UNIT OWNER AND LESSEE HEREBY ACKNOWLEDGE THAT THE APPROVAL OF THE LEASE FOR UNIT _____ IS CONTINGENT ON THE EXECUTION OF THIS ADDENDUM.

****FAILURE TO PROPERLY EXECUTE THIS DOCUMENT, IN ACCORDANCE WITH FLORIDA LAW, WILL RESULT IN THE WITHDRAWAL OF ANY PREVIOUS APPROVAL OF THE LEASE, AND SHALL DEEM THE LEASE VOID****

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year stated herein.

By: _____
UNIT OWNER #1

By: _____
TENANT # 1

By: _____
UNIT OWNER #2

By: _____
TENANT # 2

By: _____
Acting as _____
On behalf of Poinsettia Landings Condominium Association, Inc.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as Tenant for Unit _____ who has____ produced _____
_____ as identification or __ is personally known to me and did
take an oath.

Notary Public

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____
_____, as Unit Owner of Unit _____ who has____ produced _____
_____ as identification or __ is personally known to me and did take an oath.

Notary Public

*Initials*_____/_____