

LEASE ADDENDUM AGREEMENT

THIS LEASE ADDENDUM AGREEMENT is made effective the _____ day of _____, 20____, between EASTWOOD SHORES CONDOMINIUM NO. 4 ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), whose mailing address is _____ and _____ ("Owner"), whose mailing address is _____, and _____ ("Tenant"), whose mailing address is _____ for the lease agreement between Owner and Tenant dated _____, 20____.

RECITALS:

A. Association is the homeowners association responsible for the operation of Eastwood Shores Condominium No. 4, located in Clearwater, Florida; and

B. Owner is the owner of _____ (the "Unit"), which is subject to the Declaration of Condominium of Eastwood Shores Condominium No. 4 (the "Declaration"), as originally recorded in Official Records Book 4837, Page 969 and Official Records Book 5093, Page 1, of the Public Records of Pinellas County, Florida; and

C. Owner desires to lease the Unit to Tenant and Tenant desires to lease the Unit from Owner pursuant to a Lease Agreement (the "Lease"), providing for a lease term from _____, 20____, to _____, 20____; and

D. The Declaration requires Owner to submit the uniform Application for lease to the Board of Directors of the Association and obtain the approval of the Board for the Lease and occupancy of the Unit by Tenant; and

E. The Declaration further requires Owner and Tenant to enter into this uniform Lease Addendum Agreement as a condition to the Board's approval of the Lease and occupancy; and

F. This Lease Addendum Agreement shall be attached to and incorporated into the Lease as an addendum to the Lease;

NOW, THEREFORE, in consideration of the approval of the Lease by the Board of Directors of the Association, and for

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.

2. Lease Documents Required Prior to Occupancy: Prior to occupancy of the Unit by Tenant, Owner shall deliver to the Association the Lease and Lease Addendum Agreement and the Application for Lease, all properly completed and executed by Owner and Tenant, plus the Application fee. Tenant agrees not to occupy the Unit until delivery of all these documents and receipt by Owner of written approval from the Board of Directors.

3. Compliance by Tenant with Association Documents: Tenant, for himself/herself and his/her family members and guests, agrees to comply with all terms, covenants and conditions of the Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, as amended from time to time (the "Association documents"), and all current, applicable laws and ordinances.

4. Sublease of Unit: Owner and Tenant agree not to sublease or sublet the Unit.

5. Owner's Obligation to Enforce Compliance: Owner acknowledges that he/she is responsible for the actions of Tenant and Tenant's family members and guests. Owner agrees to enforce compliance by Tenant and Tenant's family members and guests with all terms, covenants and conditions of the Association documents and with all current, applicable laws and ordinances. Owner further acknowledges that he/she shall be jointly and severally liable with Tenant for any damages or expenses incurred by the Association or others as a result of noncompliance with the Association documents by Tenant or Tenant's family members or guests. Owner shall pay any such damages or expenses incurred by the Association, within thirty (30) days after notice from the Association, plus interest on such damages or expenses at the highest rate allowed by law from the date expended until the date paid in full by Owner.

6. Noncompliance by Tenant and Enforcement by Owner: Noncompliance with any term, covenant or condition of the Association documents or with any current, applicable law or ordinance by Tenant or Tenant's family members or guests shall constitute a default under the terms of the Lease. Any default

for such noncompliance shall entitle Owner or the Association to terminate the Lease. Upon termination of the lease by Owner or the Association, Owner shall immediately deliver written notice to Tenant to vacate the Unit within seven (7) days after delivery of said notice. If Tenant fails to vacate the Unit after said seven (7) day period, Owner shall immediately evict Tenant from the Unit, at Owner's expense, in accordance with Florida law.

7. Attorney-In-Fact: The Association shall have the right to appoint the Association to serve as the owner's attorney-in-fact, if the owner becomes delinquent in payment of any assessments, whether monthly or special, or other sums due to the Association in excess of thirty (30) days, which shall include the right of the Association, after written notice to the owner and the tenant, to demand and receive from the tenant the entire amount of rent and other charges due under the lease for the remainder of the lease term and to deduct from such rent and other charges all assessments or other sums due to the Association, including any interest, late fees, attorney's fees and costs of collection, and to remit the balance to the owner. The Association shall also have the right to exercise all rights afforded to it for rental garnishment and eviction as set forth in Section 720.3085 of the Florida Statutes.

8. UCC-1 Filing: The Owner agrees to allow the Association, if the Association so elects to do so at the time of the approval of the lease agreement, to file a UCC-1 Form to establish the Association's security interest by providing that the Association has a secured interest in the personal property of the debtor. The property shall be set forth in the UCC-1 Form before any approval of the lease agreement by the Association. The Association will only perfect its interest in the personal property of the owner should the owner fail to pay his monthly assessments to the Association.

9. Severability: In case any one or more of the provisions contained in this Lease Addendum shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease Addendum and such invalid, illegal and unenforceable provision shall be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law.

10. Enforcement: The parties agree that this Lease Addendum is one for performance in Florida. The parties to this Lease Addendum agree that they waive any objection,

constitutional, statutory or otherwise, to a Florida court's taking jurisdiction of any dispute between them. By entering into this Lease Addendum, the parties, and each of them understand that they might be called upon to answer a claim asserted in a Florida court. Each party hereby waives trial by jury in any judicial proceeding brought by either of them with respect to this Lease Addendum.

11. Disclaimer: The signing of this Lease Addendum by the Owner and Tenant does not absolve them of their legal obligation to comply with all of the governing documents for the Association, which are expressly incorporated into and made part of the Lease Agreement between the Owner and Tenant

IN WITNESS WHEREOF, the parties have signed this Lease Addendum Agreement, effective on the date set forth above.

ASSOCIATION:

EASTWOOD SHORES CONDOMINIUM
NO.4 ASSOCIATION, INC.

Print Name: _____
Title: _____

OWNER:

Print Name: _____

OWNER:

Print Name: _____

TENANT:

Print Name: _____

TENANT:

Print Name: _____