

SEYBOLD POINTE CONDOMINIUM ASSOCIATION, INC.
ADDENDUM TO LEASE

THIS ADDENDUM made this ___ day of _____, 20___, is annexed to and forms an integral part of the lease to which it is attached, dated _____, 20___ (hereinafter referred to as "The Lease") by and between _____ (hereinafter referred to as "Owner" or Lessor") and _____ (hereinafter referred to as "Lessee") for the Unit located at _____ in the Seybold Pointe Condominium. In the event this Addendum conflicts with, varies or modifies the terms and provisions of said Lease, then in such event, the terms and provisions of this Addendum shall control and govern the rights and obligations of the parties.

WITNESSETH:

WHEREAS, Lessor is the Owner of the Unit and wishes to lease said Unit to Lessee; and

WHEREAS, the Lessor, in order to lease said Unit, must do so in accordance with the governing documents and rules and regulations of the Seybold Pointe Condominium Association, Inc. (hereinafter referred to as the "Association") to such proposed lease; and

WHEREAS, the Association has adopted a lease approval policy requiring that the within Addendum be made a part of any lease of any unit within the Association property.

NOW, THEREFORE, in consideration of the Association's consent to the lease of the Unit, and in consideration of other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

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

of 2. Lessee hereby agrees to abide by and comply with the Association's Declaration Condominium ("Declaration"), By-Laws, Articles of Incorporation and all rules and regulations, as same may be amended from time to time (hereinafter referred to as the "Association's Governing Documents") and shall comply with all laws, ordinances, regulations and administrative rules applicable to the Unit including, but not limited to Chapter 718, Florida Statutes (the "Condominium Act"). By executing this Addendum, the Lessee acknowledges receipt of the Association's Governing Documents from the Lessor and acknowledges review of same.

3. In the event Lessor is delinquent in the payment of any monthly maintenance assessments or special assessments due to the Association, then, upon demand of the Association, the rent for the Unit shall be applied by the Lessee to the payment of any delinquent assessment or installment thereof due to the Association before payment of the balance, if any, of such rent to the Lessor. If any such assessments and installments are not paid by the Lessor within ten (10) calendar days after the due date, the Association shall notify the Lessor of such delinquency by regular mail to the last address furnished to the Association by Lessor and shall notify Lessee of same by Certified Mail to the Unit address. After Lessee's receipt of such notice, at the time that the next rent payment is due, Lessee shall pay to the Association the amount of such delinquent assessment, including late fees,

interest, collection costs and attorney's fees (if any), as the same is set forth in the notice, and shall deduct such sums paid to the Association from the next rental payment to the Lessor. However, in the event the sum owed to the Association exceeds the Lessee's rental payment, Lessee shall not be obligated to pay the Lessor any sums in excess of such rental payment to the Association. If any excess sums are due to the Association after the Lessee's first payment, the Lessee shall continue to deduct such sums from each subsequent payment until the Association has been paid in full.

4. In the event the Lessee fails to pay delinquent assessments and costs incidental thereto, and other past due sums or charges as previously described, including attorney's fees, the Lessee shall be deemed in default under the Lease and subject to eviction proceedings as described in paragraph 5 of this Addendum, in addition to all other remedies the Association shall have. 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 from the Lessor in accordance with the Association's Governing Documents and the Condominium Act, including but not limited to the filing of a claim of lien, and the commencement of foreclosure and money actions.
5. In the event that the Lessee fails to comply with this Addendum, the Association's Governing Documents or any applicable laws, ordinances and regulations, Lessor shall immediately commence an action to evict Lessee upon receipt of notice from the Association. If Lessor fails to promptly commence action to evict Lessee, Lessor hereby authorizes the Association as the Lessor's agent and attorney in fact to commence eviction proceedings. In the event the Association files an action for eviction, the Lessor and Lessee agree that they shall be jointly and severally liable for all attorney's fees, including appellate proceedings and costs. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings nor shall preclude the Association from pursuing any other available legal remedies. In addition to all other rights and remedies set forth in this Addendum, the Lessee and Lessor acknowledge that if the Lessee fails to abide by this Addendum, the Association's Governing Documents and all applicable laws, ordinances and regulations, the Board shall have the absolute right to reject, at the Board's sole discretion, any future application for renewal of the Lease.
6. Lessee warrants and represents that the only occupants of the Unit will be the following individuals:

7. The Lessee shall not sublet the Unit under any circumstances.

8. The Lessor and Lessee agree that they shall be jointly and severally responsible for any costs incurred by the Association, including attorneys' fees, in remedying violations of this Addendum, violations of the Association's Governing Documents and/or damages to the common Elements or other Association property which occur

during the term of the Lease.

9. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders as appropriate.

10. Nothing contained in the Lease, this Addendum, or the Association's Governing Documents shall in any manner be deemed to make the Association a party to the Lease or this Addendum, to create any obligation or liability on the part of the Association to the Lessor or Lessee, or to create any rights in the Lessee in connection with the Association, under the Lease, this Addendum, or the Association Governing Documents.

11. The partial or complete invalidity of any one or more provisions of this Addendum, or any other instrument required to be executed by Lessee in connection with the leasing of the Unit shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right in connection with further performance.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

OWNER/LESSOR:

TENANT/LESSEE: