

ADDENDUM TO LEASE AGREEMENT
POMPANO BEACH CLUB ASSOCIATION, INC.
SOUTH TOWER

THIS ADDENDUM to the Lease Agreement dated as of the _____ Day of _____, 201____.

by and between

_____ as Lessee (ph# _____)

and

_____ as Lessor (ph# _____)

for the Property known as: Unit / Apt # _____ Pompano Beach Club South, 111 Briny Avenue, Pompano Beach Florida 33062 contains the following TERMS AND CONDITIONS, which are attached to and make an integral part of the above stated Lease Agreement. Please indicate no changes other than the dates if applicable.

Witness to Lessee

Date

Lessee / Tenant

Witness to Lessee

Date

Lessee / Tenant

Witness to Lessor

Date

Lessor / Owner

Approved by

Date

Signature

ADDENDUM TO LEASE AGREEMENT Continued

1. The Association and/or its authorized agent shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible there from, or for making emergency repairs therein necessary to prevent damage to the Common Elements or another unit or units, or to determine compliance with the Association governing documents, including the Rules and Regulations, and the Florida Statues.
2. Lessee agrees not to use the Unit or keep anything in the Unit which will increase the insurance rates of the Unit or the Association. Lessee agrees not to interfere with the rights of other residents by unreasonable noises or otherwise. Lessee agrees not to commit nor permit any nuisance, immoral or illegal act in his/her unit, on the Common Elements, or on the Limited Common Elements.
3. The Unit shall be occupied by the tenant, and members of tenant's immediate family consisting of a total of ____ adults and ____ children. The premises shall be possessed, occupied and utilized solely for the purposes of and as a private dwelling and for no other purpose. A person (other than the named Lessee and minor children who are part of the household) who resides in the demised premises for a total cumulative period of more than 30 days during the term of this Lease shall automatically be deemed, considered, and treated as an unauthorized occupant. It is agreed that residency by an unauthorized occupant is in violation of the Lease, as well as the Association governing documents.
4. Lessee hereby agrees to abide by and be subject to the Association governing documents including, but not limited to, the Declaration, the Articles of Incorporation, the By-laws, and the Rules and Regulations of the Association, including any and all amendments made to these documents. Lessee further acknowledges reading and examining the Association governing documents, and Lessee acknowledges and agrees that each and every provision of these governing documents is essential to the successful operations and management of the community. Lessee further specifically agrees to abide by, be subject to, and comply with laws, ordinances, and regulations applicable to this lease agreement including, but not limited to, Chapter 83 (Part II) and Chapter 718 of the Florida Statues (the Florida Residential Landlord-Tenant Act and the Florida Condominium Act, respectively). Lessee shall not use the Unit for improper purposes nor permit any unlawful practice or act in or upon the Unit, on the common elements/common areas, or otherwise within the community.
5. It is further understood and agreed by and between Lessor and Lessee that the Association may act as Lessor's agent for the purpose of directly enforcing the Association governing documents, and the Association shall have the authority to terminate this Lease in the event of a violation of any of the provisions of the Association governing documents by Lessee, by members of his/her immediate family, guests, or invitees. This includes enforcement of the NO PET rule.
6. Lessee hereby agrees that a breach of any provision of the Association governing documents by Lessee any member of his/her family, guests or invitees, constitutes a breach of this Lease subjecting Lessee to an immediate action for eviction and/or damages by Lessor and/or Lessor's agent, the Association. In the event such eviction proceedings or other action is necessary, the prevailing party shall be entitled to an award of attorneys' fees and costs.
7. The approval of the proposed Lease to be issued by the Association is expressly conditioned upon Lessee's observance of and agreement to comply with and abide by the provisions contained in this Addendum. Any breach of the terms hereof shall give the Association the authority to take immediate steps to terminate the Lease, either by itself or by requiring Lessor to enforce its rights. Lessor acknowledges that he/she remains ultimately responsible for the acts of Lessee and Lessee's family and guests. Lessor agrees that he/she remains responsible for any costs incurred by the Association, including attorneys' fees in remedying violations of this addendum and/or violations of the Association governing documents and/or Florida law.

8. In the event of a violation of the Association governing documents, Lessor shall be notified by the Association in writing describing the violations with the request that Lessor shall take the proper legal steps to alleviate the violation within 15 days of the giving of said notice. Non-compliance by Lessor within stated 15 days notice shall grant the right to the Association to act as agent of Lessor with full recourse to take the proper legal steps in the termination of Lease binding Lessor and Lessee. Lessor and Lessee herein specifically grant to the Association a limited possessory right to the property leased herein, to the extent of acknowledging the right of the Association to bring an action for eviction against Lessee in its own name, as agent for Lessor, pursuant to the terms of this addendum. Such violation by Lessee and the failure to cure the violation within the 15-day period shall constitute an authorization, to the Association, at its option, to take such action as permitted by law and recover damages, including attorneys' fees and costs incurred. Notwithstanding anything to the contrary, all rights and remedies of Lessor and the Association shall be cumulative and non-exclusive and the Association shall be considered a third-party beneficiary to the Lease for the purposes of enforcing violations of the Association governing documents, as the documents may be amended from time to time. Lessor and Lessee shall be jointly and severally liable to the Association for any damages caused by a breach of the Lease and the Association governing documents including, but not limited to, attorneys' fees and costs.
9. Lessee shall not make any changes or alterations in and upon the Unit of any nature whatsoever, including, but not limited to, installation of additional or substituted locks or bolts in or upon any door, and the alteration or installation of any lighting fixture, without having first obtained consent, in writing, from Lessor, or if required, by the Association. Lessor may remove or change any addition or alteration made by Lessee at Lessee's cost and expense, which charge shall be paid by Lessee upon demand.
10. Lessee shall not sub-let the Unit or any part thereof, shall not assign the Lease or any interest therein, and shall not permit the Lease or any interest therein to become transferred by operation of law or otherwise without obtaining, in each case, the prior written consent of Lessor and the Association, which consent may be arbitrarily withheld by either or both of them. In the event of either, the assignment by Lessee for the benefit of creditors or the adjudication of Lessee in bankruptcy, this Lease shall terminate, without notice, and the Lease shall thereupon be cancelled and become of no further force and effect. In no event shall Lessee advertise the Unit for rent or for sub-letting, and Lessee shall not, at any time whatsoever, make use of any sign or notice that the Unit or any part thereof is available for rent or sub-letting.
11. Lessor agrees that, should he/she become delinquent in maintenance fees, special assessments, or any other assessments levied by the Association against the units in the community, the Association may direct Lessee to make all payments due Lessor pursuant to the Lease to the Association until such time as all sums due the Association, including any costs or attorneys' fees associated with the collection of the unpaid sums due, are paid in full. In such case, written notice will be provided to Lessee by the Association, with a copy to Lessor. From the date of Lessee's receipt of such written notice from the Association, all payments due under Lease by Lessee must be made by Lessee to the Association until such time that Lessee receives a subsequent written notice from the Association that all sums due the Association have been paid in full. Should Lessee fail to pay rent to the Association after receiving written notice from the Association directing same, the Association may proceed with an action to evict Lessee for non-payment of rent. The remedies for non-payment of maintenance fees, special assessments, and other assessments provided to the Association in this paragraph 11 are in addition to all other rights and remedies provided to Association by the Association governing documents and law.
12. The Lease shall be subject to and conditioned upon the approval by the Association and prior receipt, by the Association, of its established screening fees.
13. **Parking Facilities.** The Unit leased herein includes parking facilities. The parking space assigned is _____.