

## LEASE ADDENDUM AGREEMENT

**THIS AGREEMENT** is made and entered into on the date below, between Mayfair Neighborhood Homeowner's Association, Inc. (hereinafter referred to as "Association"), and \_\_\_\_\_, whose mailing address, is \_\_\_\_\_, (Hereinafter referred to as "Owner"), and \_\_\_\_\_, (Hereinafter referred to as "Tenant")

**WHEREAS**, Owner is the Owner of the property located at \_\_\_\_\_ pursuant to that certain Declaration originally recorded in Official Records Book 87, Page 18, Hillsborough County Public Records; and

**WHEREAS**, Owner wishes to lease said Unit to Tenant for a lease term commencing (Date) \_\_\_\_\_ and expiring \_\_\_\_\_; and

**WHEREAS**, Tenant seeks to take possession under such lease; and

**WHEREAS**, the foregoing Declaration permits the Association to condition such lease upon execution and delivery of a lease, and/or lease addendum, containing certain provisions to protect the Association and residents within the community from certain events associated with the lease; and

**WHEREAS**, this Lease Addendum has been adopted by the Board of Directors of the Association, as a document meeting the terms of the Declaration under such provision!

**NOW, THEREFORE**, in consideration of the Association approving the lease of such Unit by Owner to Tenant, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Mayfair Owners will furnish the executed Lease Agreement and the Lease Addendum to the Association prior to occupancy of Tenant. Tenant agrees not to occupy the premises until its delivery and until the application to lease the unit has been approved, This Addendum supersedes any provisions in the Lease in the event of a conflict.
2. Tenant's lease and occupancy of the Unit is conditioned upon Tenant's compliance with:
  - (a) all terms and conditions contained within the Declaration above described as existing on the date hereof
  - (b) the Articles of Incorporation and By-Laws of the Association;
  - (c) all Rules and Regulations duly adopted by the Association, governing the community and the overall property; and
  - (d) All applicable laws and ordinances including, but not limited to, the landlord/tenant laws of the State of Florida and Chapter 720, Florida Statutes (the Condominium Act), as all may be amended from time to time.
3. Tenant shall not sublet the Unit.
4. Owner acknowledges that he/she is responsible for the actions of his/her Tenant(s) and shall be responsible to insure that Tenant(s) comply with all of the governing documents, rules, and laws above described, including responsibility for any damages which may arise from Tenant's noncompliance.
5. Owner irrevocably appoints the Association as his/her agent or attorney-in-fact in his/her place and stead to enforce the rules and restrictions, including, if necessary, action to terminate the tenancy of the Tenant(s) and evict them if said Tenant(s) violate the requirements described in paragraph (2) hereof, and if the Owner fails to take action to enforce the rules and restrictions violation s against the Tenant(s) after reasonable notice from the Association. The determination of whether a violation has occurred shall be within the sole discretion of the Board of Directors. Owner acknowledges his/her liability, under this document, for all costs and reasonable attorney's fees incurred by the Association in connection with the enforcement of this Addendum, including any termination of the lease tenancy, should such action be required by the Association.

6. The Lease Addendum shall not obligate the Association to commence such proceedings against a non-complying Tenant(s), nor shall it relieve the Owner of his/her obligation to enforce the lease and this Addendum for any of the above-described violations, upon demand of the Association.
7. Owner agrees that if Owner becomes delinquent in the payment of maintenance fees or other assessments owed to the Association by more than 30 days, and the Owner fails to cure the default within ten (10) days from the date that a notice is sent to the Owner requesting full payment, the Owner hereby authorizes the Tenant(s) to pay rent coming due to the Association upon a demand by the Association for such payment, and following the presentation to the Tenant of a copy of the current ledger showing the delinquency, and copy of the 10-day demand letter referred to above. Owner releases Tenant(s) from any liability for making payments to the Association in such amount as the Association claimed to be due, and any claim by the Owner as to the validity of amounts claimed to be due by the Association and will be required to be asserted against the Association.

**THIS AGREEMENT** is executed the day and year first above written.

All Owners and Tenants must sign below

Witnesses:

Mayfair Neighborhood Association, Inc

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_/  
Signature Date

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name and Title

**NOTE: ALL OWNERS AND TENANTS MUST SIGN BELOW**

**OWNER(S)**

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Signature of Owner No.1 Date

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
Signature of Owner No.2 Date

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Owner

**TENANT(S)**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Tenant No.1 Date

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Tenant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Tenant No.2 Date

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Tenant