



## **Lease Addendum Agreement**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Waterside at Coquina Key South Condominium 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 unit \_\_\_\_\_ located in Waterside at coquina Key South, a Condominium, pursuant to that certain Declaration originally recorded in Official Records Book 14741, Page 2148, Pinellas County Public Records; and

**WHEREAS**, Owner wishes to lease said Unit to Tenant for a lease term commencing \_\_\_\_\_ 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 condominium 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. Owner will furnish the executed Lease Agreement, this Lease Addendum, and a copy of a background check of the Tenant to the Association prior to occupancy of the Tenant. Tenant agrees not to occupy the premises until its delivery.
2. Tenants' lease and occupancy of the Unit is conditioned upon compliance with:
  - a. All terms and conditions contained within the Declaration of Condominium above described as existing on the date hereof;
  - b. The Article of Incorporation and By-Laws of the Association;
  - c. All Rules and Regulations duly adopted by the Association and/or the membership, governing the condominium; and any resident who fail to comply with any provisions of the Declaration, Bylaws or Rules and Regulations of the Association will have their access cards(s) deactivated for a period of thirty (30) days and can be fined \$100.00 but only after residents(s) have been provided at least 14 days written notice and an opportunity for a hearing before the Fines/Violation Committee and has been approved by the Board at a properly

notice Board meeting and upon approval notified by the Association that those rights have been suspended.

- d. All applicable laws and ordinance including, but not limited to, the landlord/tenant laws of the State of Florida and Chapter 718, Florida Statutes (the Condominium Act), as all may be amended from time to time.
3. Tenant shall not sublet the Unit without prior written approval of the Association.
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 Tenants' 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 against the Tenant, as well as the requirements of the lease agreement, and to terminate the tenancy of the Tenant(s) and evict them if said tenant(s) violation any requirements described in paragraph (2) hereof, and following all required notices and opportunity to correct such violations as are provided for in the Florida Statutes relating to landlords and tenants. Prior to taking action to evict a tenant, the Board will request the Owner to take enforcement action, and the Board will only proceed is the Owner fails to address the situation in a manner that is satisfactory to the Board. 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 cost reasonable attorney's fees incurred by the Associations in connections with the terminations of the lease or tenancy and the eviction, should such action be required by the Association.
6. The lease addendum shall not obligate the Association to commence such proceedings against a noncomplying tenant, nor shall it relieve the Owner of his/her obligation to terminate the lease and evict the Tenant(s) for any of the above-described violations upon demand of the Association.
7. Tenant and owner acknowledge that amenities privileges for any tenant whose lease has expired will take effect on the day following the lease expiration date in record.
8. Tenant and owner acknowledge that the amenities privileges will be suspended for any unit with dues, fines and/or assessments over 90 days delinquent until the account is brought current according to the Florida Statue 718.303(3),(4),(5).
9. Owner agrees that if Owner becomes delinquent in the payment of maintenance fees or other assessments owed to the Association by more than 45 days, and the Owner fails to cure the default within ten (10) day from the date that a notice is sent to the Owner requesting full payment, the Owner hereby authorizes the Tenant 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 a copy of the 10-day demand letter referred to above. Owner releases tenant from any liability for making payments to the Association in such

amount as the Association claims to be due, and any claim by the Owner as to the validity of the amounts claimed to be due by the Association will be required to be asserted against the Association.

10. Owner agrees to pay the Association an Lease Administrative fee of ONE HUNDRED DOLLARS (\$100.00). All required Leasing paperwork must be submitted to the South Association office **at least 2 weeks in advance, no later than five (5) Business days prior to the lease commencement date** for HOA Approval or the owner/property management group will be charged a \$100 late fee.

This agreement is executed on the dates indicated below.

**NOTE: ALL OWNER AND TENANTS MUST SIGN THIS AGREEMENT.**

**Waterside at Coquina Key South Condominium Association, Inc.**

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Association Representative Signature

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Print Representative Name & Title

**Owner No. 1**

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Owner No. 1 Signature

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Print Owner No. 1 Name

**Tenant No. 1**

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Tenant No. 1 Signature

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Print Tenant No. 1 Name

**Owner No. 2**

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Owner No. 2 Signature

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Print Owner No. 2 Name

**Tenant No. 2**

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Tenant No. 2 Signature

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Print Tenant No. 2 Name