

LAKES AT BOCA RATON HOMEOWNERS ASSOCIATION, INC.
UNIFORM LEASE ADDENDUM

THIS LEASE ADDENDUM (the “Addendum”), entered into this ____ day of _____, 20____, by and between LAKES AT BOCA RATON HOMEOWNERS ASSOCIATION, INC. (the “Association”), _____ (the “Landlord”), the record title owner of _____ (“the Demised Premises”) located within the Association, and _____ (the “Tenant”), is hereby incorporated into the existing lease between Landlord and Tenant (the “Lease”).

1. **RULES AND REGULATIONS.** The parties hereby acknowledge and agree that Tenant and Tenant’s family, occupants, guests, invitees, and licensees (the “Permitted Users”), are subject to and shall abide by and be bound to the relevant provisions of Association’s Declaration and its Rules and Regulations (“the Governing Documents Packet”). Tenant acknowledges and agrees that ANY FAILURE OF TENANT OR THE PERMITTED USERS TO ABIDE BY THE GOVERNING DOCUMENTS PACKET, LEASE, OR THIS ADDENDUM SHALL BE IMMEDIATE GROUNDS FOR EVICTION AND TERMINATION OF LEASE AND THIS ADDENDUM. In the event of legal action to enforce the terms of the Governing Documents Packet, Association is entitled to recover from Landlord and Tenant, jointly and severally, all costs and reasonable attorney fees incurred whether suit be brought or not, including all appellate levels. Landlord hereby appoints the President of the Association as Landlord’s attorney-in-fact for the purpose of exercising Landlord’s eviction rights and, if necessary, to retake possession of Demised Premises by and on behalf of Landlord. Landlord acknowledges and agrees that Landlord shall pay Association all costs and attorney fees incurred by Association in enforcing the Governing Documents Packet, Lease and this Addendum against Landlord, Tenant, and/or Permitted Users.

2. **RIGHTS GRANTED.** The parties acknowledge that Lease grants Tenant a leasehold estate in Demised Premises for the lease term specified therein together with a license granting Tenant, for such lease term, Landlord’s rights to use the common property of Association in accordance with the provisions of the Governing Documents Packet, Chapter 720 of the Florida Statutes, and other applicable law all as amended from time to time; provided however, that Landlord retains all membership rights and obligations in Association including, without limitation, the right to vote and the obligation to pay assessments.

3. **SUBORDINATION.** The parties agree that this Addendum is subject to and subordinate to the Governing Documents Packet, all assessments, advances or other charges which may affect or become a lien upon Demised Premises.

4. **ASSIGNMENT; SUBLETTING; RENEWAL.** The parties agree that Tenant may not sublet Demised Premises or any portion thereof. The parties further agree that Tenant may not assign Lease or this Addendum, and that Lease cannot be renewed or extended unless approved by Association. In the event that Landlord and Tenant shall renew or extend Lease without the approval of Association, this Addendum shall remain in full force and effect until such time as Landlord and Tenant obtain Association approval. In addition, if Tenant remains in holdover possession of Demised Premises after the termination of Lease, the terms of this Addendum shall remain in full

force and effect. The parties further agree that nothing contained herein shall be construed or constitute a waiver of Association's screening and approval rights applicable to the renewal or extension of Lease or Tenant's leasehold estate in Demised Premises.

5. **ATTORNEY FEES AND COSTS.** In any action, proceeding, or litigation arising out of or concerning Lease or this Addendum or where Lease or this Addendum is relevant evidence, Tenant and Landlord, jointly and severally, are liable for and must pay Association's costs and reasonable attorney fees, whether suit be brought or not, through all appellate levels.

6. **WAIVER OF JURY TRIAL.** Landlord and Tenant hereby waive trial by jury in any action, proceeding, or lawsuit arising out of Lease or this Addendum.

7. **MODIFICATIONS.** No amendment or modification to Lease or this Addendum shall be valid unless in writing and signed by the party against whom enforcement is sought.

8. **ACCEPTANCE OF DOCUMENTS.** Tenant's signature affixed below acknowledges receipt of a copy of the Governing Documents Packet and that Tenant has read, in their entirety, this Addendum, the Lease, and the Governing Documents Packet. Tenant acknowledges and agrees that by accepting the Governing Documents Packet, Tenant acknowledges and agrees to be bound by the Governing Documents Packet.

9. **ASSIGNMENT OF RENT.** If Landlord is delinquent in the payment of any regular or special assessment, or any installment thereof, or any other charge or fee owed to Association, including but not limited to fines, late fees, interest, or attorney fees ("Costs"), Association has the right to require Tenant to pay any Rent due under Lease to Association to offset any such delinquent assessments or other Costs. Any such payment from Tenant to Association shall be deemed to be a full and sufficient payment of Rent to Landlord in accordance with Lease. Tenant shall be discharged from any obligation to pay such amounts directly to Landlord, so long as such payments are made to Association, until Landlord's delinquency to Association is fully cured. Tenant shall begin making such payments upon receipt of a letter signed by an authorized officer of Association, or Association's attorney, demanding payment from Tenant, and shall continue making such payments in monthly installments equal to monthly installments of Rent due pursuant to Lease until advised in writing that the payments no longer need be made to Association. Landlord hereby assigns to Association the right to take legal action for non-payment of Rent, including the right to terminate Lease, evict Tenant, and obtain possession of the Premises, as set forth above, if Tenant fails to pay Association any amounts due pursuant to this Paragraph. Landlord by execution of this Addendum, permits Association to reveal any delinquencies to Tenant for this purpose. Without limitation, Association may avail itself of such right to terminate Lease, and evict Tenant pursuant to Chapter 83 and/or 51 of Florida Statutes, and Landlord hereby appoints the President of the Association as Landlord's attorney-in-fact for such purpose as elsewhere herein provided. This right of Association is cumulative and in addition to any and all other rights or remedies Association has against Tenant or Landlord. Moreover, failure of Landlord to comply with the demand shall constitute a material breach of this Addendum and Lease.

10. **USES.** Demised Premises will be used solely as a dwelling to be occupied by no more than _____ persons, including children, which are permitted. Tenant will not use or allow Demised Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others, or in violation of the Governing Documents Packet, or any applicable law.

