

ADDENDUM TO LEASE

THIS ADDENDUM made this _____ day of _____, 20____, to the lease dated _____, _____ by and between _____ ("Owner") and _____ ("Lessee") for Unit # _____ of The Newport Condominium Association, ("Unit"). In the event this Addendum conflicts with, varies or modifies the terms and provisions of the 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, Owner is the record title holder of the Unit, and wishes to lease said Unit to Lessee; and in consideration of the terms set forth and 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.

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

3. In the event Lessor is delinquent in the payment of any regular maintenance assessments or special assessments due to the Association, the rent for the Unit shall be applied by the Lessee to 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 within ten (10) calendar days after the due date, the Association shall notify the Lessor of such delinquency by certified and regular mail to the last address furnished to

the Association by Lessor and shall notify Lessee of same by regular mail to the Unit address. Upon receipt of such notice, Lessee shall immediately pay to the Association the amount of such delinquent assessment, including late fees, interest, collection costs and attorney's fees (if any), and shall deduct such sums paid to the Association from the next rental payment. Notwithstanding the foregoing, in the event that sums owing to the Association exceed the Lessee's rental payment, Lessee shall not be obligated to pay any sums in excess of such rental payment to the Association. If any excess sums are due to the Association, the Lessee is authorized to continue to deduct such sums from each rental payment until such sums have been paid in full. Any such deductions by the Lessees shall not constitute a default by Lessee of Lessees obligations under the Lease.

4. In the event the Lessee fails to pay delinquent assessments and costs and fees incidental thereto, 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 may have. The collection of rental, payments from the Lessee shall not be deemed on election of remedies, and the Association may still proceed to collect delinquent assessment in accordance with the Governing Documents and the Condominium Act, including but not limited to the filing of a claim of lien, foreclosure, and personal money action.

5. Lessee agrees to abide by this Addendum, the Governing Documents, and all applicable laws, ordinances and regulations. If Lessee fails to comply with this Addendum, the Governing Documents, or any applicable laws, ordinances and regulations, the Association shall notify the Owner, by Certified Mail, of such defaults. In the sole discretion of the Association, the Owner may be required to take any and all actions necessary to ensure that the default is cured within fourteen (14) days of the date of the written notification of default, or may be required to commence action to evict Lessee. If Owner is required to commence action to evict Lessee, and fails to commence such action within fourteen (14) days of written notification of default, Owner hereby authorizes the Association as the Owner's agent and attorney in fact to commence eviction proceedings. In the event the Association files an action for eviction, the Owner and Lessee shall be jointly and

severally liable for all attorney's fees and costs, including appellate proceedings. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings or to preclude the Association from pursuing any other available legal remedies.

6. Prior to occupancy of the Unit, Lessee shall be required to place in escrow with the Association a security deposit equivalent to the sum of one (1) months rent which may be used by the Association to repair any damages to the Common Elements or Association property resulting from any acts or emissions of the Lessee (as determined in the sole discretion of the Board of Directors). The Owner shall be jointly and severally liable with the Lessee to the Association for any amount in excess of such sum which may be required by the Association to effect such repairs. Such security deposit shall be administered in accordance with Chapter 83 of the Florida Statutes as amended from time to time.

7. Lessee shall not be entitled to occupy the Unit prior to receipt of this Addendum as executed by the Lessee and Owner.

8. The Unit shall be possessed, occupied and utilized solely for the purpose of a private single family residential dwelling and for not other purpose. Lessee warrants and represents that the only occupants of the Unit will be the following individuals:

9. The Association and/or its authorized agent(s) shall have the irrevocable right to have access to the Unit as may be necessary for inspection, maintenance repair or replacement of any Common Elements accessible therefrom, or for making emergency repairs necessary to prevent damages to the Common Elements or other units.

10. The Lessee shall not assign the Lease, nor sublet or permit the Unit or any part thereof to be used by others without the prior written approval of the Association.

11. The Lessee agrees not to keep anything in the Unit which will increase the insurance rates of the Association or interfere with the rights of the residents of the Association by creating unreasonable noises or otherwise; nor shall Lessee commit or permit any nuisance

or illegal act in the Unit, or on the Common Elements, or the Limited Common Elements.

12. Lessee and Owner specifically acknowledge that the Association shall have the authority to deactivate and/or terminate all entry devices and/or other means for the Lessee to access the Condominium and/or the Unit.

13. 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.

14. The partial or complete invalidity of any one or more provision 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 any 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 terms, covenants, conditions or rights as respects further performance.

15. Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner: (i) be deemed to make the Association a party to the Lease or this Addendum (except to the extent that the Association is an intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce its rights hereunder; (ii) create any obligation or liability on the part of the Association to the Owner or Lessee (including, without limitation, any obligation as a landlord under applicable law or any liability based on the Association's approval of the Lessee pursuant to the Declaration, such approval being solely for the benefit of the Association), or (iii) create any rights or privileges of the Lessee under the Lease, this Addendum, or the Governing Documents as to the Association.

16. This addendum applies to the lease and all extensions and renewals.

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(S) LESSOR(S)

LESSEE(S)

Receipt of this Lease Addendum is acknowledged by the Association on this the day of _____, 20__.

THE Newport Condominium Association, INC.

By: _____

Title _____