

**CONDOMINIUM UNIT LEASE ADDENDUM**

THIS ADDENDUM to a certain lease (“Lease”) of Condominium Unit No. \_\_\_\_\_ at Market Street at Town Center Condominium (“Condominium”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”).

WITNESSETH THAT:

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, Landlord and Tenant hereby agree that the following provisions are added to the Lease, and that in the event of any conflict between the provisions of the Lease and the provisions of this Addendum, the provisions of this Addendum shall control.

1. **Applicability of Condominium Instruments.**

a. **Condominium Instruments and Rules.** Tenant’s right to use and occupy Condominium Unit No. \_\_\_\_\_ at the Condominium (“Premises”) shall be subject and subordinate in all respects to the provisions of the declaration and bylaws of the Condominium (“Condominium Instruments”) and to such other rules and regulations as the Board of Directors of the Unit Owners Association (“Association”) may from time to time promulgate (“Rules and Regulations”). Tenant acknowledges receiving a copy of the Condominium Instruments and the Rules and Regulations from Landlord, but further agrees that any non-receipt of these documents shall not constitute a defense to any breaches thereof. Tenant further understands and agrees that the Association may suspend his or her right to facilities and services (including recreational facility and parking privileges) provided by the Association in accordance with the procedures set forth in the Condominium Instruments, adopted Resolutions and the Rules and Regulations for Tenant’s violation of those documents or the Landlord’s failure to pay assessments to the Association.

b. **Violations.** Any violation of the provisions of the Condominium Instruments or the Rules and Regulations by Tenant, or Tenant’s family, guests, agents, licensees or invitees, shall constitute a material breach of the Lease. In the event of such violation or in the event of Tenant’s nonpayment of rent to the Association pursuant to Paragraph 1(d) below, the Association, pursuant to Article X, Section 1 and Article XI, Section 1 of the Bylaws, shall have the right to take appropriate action, including legal action against the Landlord, Tenant or both, for injunctive relief, damages or any other remedies necessary, including without limitation the right, on behalf of Landlord, to terminate the Lease, evict Tenant and obtain possession of the Premises. The Association may avail itself of such right to terminate the Lease, evict Tenant and obtain possession of the Premises after giving forty five (45) days’ written notice to Landlord, and Landlord hereby appoints the President of the Association as Landlord’s attorney-in-fact for the purpose of exercising this right and for no other purpose. Landlord agrees that Landlord

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shall pay the Association all costs and attorney's fees incurred by the Association in enforcing the Condominium Instruments and Rules and Regulations and in exercising any other rights and remedies set forth herein.

c. Rights Granted. The Lease grants Tenant a leasehold estate in the Premises for the lease term specified together with a license granting Tenant, for such lease term, Landlord's rights to use the common elements and common facilities of the Condominium, provided that Tenant and Tenant's family, invitees, licensees, employees and agents exercise such license in accordance with the provisions of the Condominium Instruments and Rules and Regulations; provided, however, that Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.

d. Assignment of Rent. If, at any time after the signing of this Addendum, the Landlord is delinquent in the payment of amounts due from Landlord to the Association as required by the Condominium Instruments, the Landlord and Tenant acknowledge that the Association may demand and immediately shall receive payment from Tenant of all rent or other amounts due or becoming due from Tenant to Landlord, up to an amount sufficient to pay all sums due from Landlord to the Association, and any such payment from Tenant to the Association shall be deemed to be a full and sufficient payment of rent to Landlord in accordance with the Lease, and Tenant shall be discharged from any obligation to pay such amounts directly to Landlord, so long as such payments are made to the Association, until Landlord's delinquency to the Association has been cured. Landlord hereby assigns to the Association the right to take legal action for non-payment of rent, including the right to terminate the Lease, evict Tenant, and obtain possession of the Premises, as set forth in Paragraph 1(b) above, if Tenant fails to pay the Association any amounts due pursuant to this Paragraph. The Landlord remains liable for all amounts due the Association under the Condominium Instruments and shall be responsible for payment of such amounts if the Tenant fails to make his monthly payment to the Association pursuant to this Paragraph. The Landlord shall remain responsible for any and all costs of collecting the Condominium assessments, including costs and attorneys' fees.

2. Uses. The Premises will be used solely as a dwelling to be occupied by no more than \_\_\_\_ persons, including children. Tenant will not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others and Tenant will comply with all applicable laws and ordinances.

3. Insurance. Tenant will do nothing and permit nothing to be done on the Premises which will contravene any fire or other Insurance policy covering the same. If Tenant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant shall pay such increases. Tenant further agrees to secure and maintain a policy of renter's insurance with respect to Tenant's occupancy of the Premises, which policy shall cover liability and Tenant's personal property. If so requested by the Association or the Landlord, Tenant shall

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produce evidence of said coverage. Tenant agrees that a failure by the Tenant to secure a renter's insurance policy shall be deemed a waiver of any right(s) Tenant may have against the Association for loss or damage to personal property of the Tenant.

4. **Suspension of Recreational and Other Privileges.** The Association may, at any time, suspend recreational and other privileges of an owner and the owner's tenants, including parking, where the Association has not been provided with a copy of the executed Lease and Lease Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on the date first written above.

LANDLORD:

TENANT:

\_\_\_\_\_

\_\_\_\_\_

print name

print name

address

address

AFTER EXECUTION, PLEASE PROVIDE THE ORIGINAL OR A COPY OF THIS LEASE TO THE MANAGEMENT OFFICE OF THE UNIT OWNERS ASSOCIATION OF MARKET STREET AT TOWN CENTER CONDOMINIUM.