

Delkus Tower Condominium Association, Inc.
ADDENDUM TO LEASE AGREEMENT

This ADDENDUM shall serve to modify and / supplement that certain lease agreement dated _____, by and between _____ (hereinafter "Owner/Lessor") being the owner (s) of the following unit: Unit ____ of Delkus Tower Condominium Association, Inc., (hereinafter "Association") and _____ (hereinafter "Lessee" or Tenant"). Notwithstanding anything to the contrary in the aforementioned Lease Agreement, the parties hereto agree as follows:

- ❖ Delkus Tower Condominium Association, Inc. (hereinafter "Association") its Board of Directors and/or its authorized agent shall have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to common elements or another unit or units.
- ❖ The Lessee agrees not to use the demised premises, or keep anything in the unit which will increase the insurance rates of the unit or interfere with the rights of other residents or the Association or any other residents by unreasonable noises or otherwise: nor shall Lessee commit or permit any nuisance, immoral or illegal act in the unit, or on the Common Elements, or the Limited Common Elements.
- ❖ The Association shall have the right to collect, and Lessee shall have the obligation to pay to Association, all rental payments and apply same against unpaid Assessments (as defined in the Declaration of Condominium) together with interest, costs, late fees and reasonable attorney's fees, if and to the extent that Owner/Lessor is delinquent in the payment of assessments. Failure of the Lessee to pay amounts to the Association on demand shall be deemed to be a breach of this Addendum and shall subject the Lessee to termination of the lease by the Association as if for non-payment of rent through the process outlined in Chapter 83 for non-payment of rent and/or legal action to collect amounts due together with reasonable attorney's fees and costs whether pre-trial, trial or appellate. The Association will notify Lessee to remit the maintenance to the Association with the balance to the Owner/Lessor for rent. Owner/Lessor will be notified of the Association's intent. Notifications will be provided in accordance with Chapter, 718, Florida Statutes
- ❖ The Lessee shall not assign, mortgage or encumber this Lease, nor sublet or permit the leased property or any part thereof to be used by others without the prior written approval of the Association.
- ❖ The Lessee covenants to abide by the Rules & Regulations of the Association, and the terms and provisions of the Declaration of the Condominium, Articles of Incorporation and By-Laws of the Association (hereinafter the "Condominium Documents"), and agrees to be bound by the rules and guidelines of the Association and any other rules which may become operative from time to time during said leasehold.
- ❖ The approval of the proposed Lease Agreement issued by the Association is to be expressly conditioned upon the Lessee's observance of the provisions contained in this Addendum. Any breach of the terms hereof shall give the Association the authority to take immediate steps to cure the breach, prevent further breaches and/or terminate the Lease Agreement. The Owner/Lessor acknowledges the he remains ultimately responsible for the acts of Lessee and Lessee's family and guests. Owner/Lessor and Lessee agree that they remain jointly and severally responsible for any cost incurred by Association, including the reasonable attorneys' fees (whether pre-trial, or trial appellate) in remedying violations of this Addendum and/or violations of the condominium documents.

- ❖ There shall be no changes to the Lease Agreement, or extensions or renewals thereof without the prior written approval of the Association.
- ❖ Nothing contained in the Lease, this Addendum, or the Condominium Documents shall in any manner (i) be deemed to make the Association a party to the Lease or this Addendum (except to the extent necessary, if at all, to enable the Association to enforce its rights hereunder or under the Condominium Documents), (ii) create any obligation or liability of the Association to Owner/Lessor or Tenant (including, without limitation, any obligation as a landlord under applicable law or any liability based on the Association's approval of the Tenant pursuant to the Declaration of the Condominium, such approval being solely for the benefit of the Association), or (iii) create any rights or privileges of Tenant under the Lease, this Addendum, or the Condominium Documents in or as to the Association.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this _____ day of _____, 2022.

Signed, sealed and delivered
In the presence of:

As to Lessor:

OWNER./LESSOR

As to Lessee:

LESSEE(S):
