

Turtle Rock Community Association. Inc.

LEASE ADDENDUM

This Lease Addendum made this the ___ day of _____ 20_, by _____ (hereinafter referred to as "Owner" or "Landlord") and _____ (hereinafter referred to as "Tenant" or "Lessee") as an addendum to the Lease Agreement. The address of the property subject to this Lease Addendum is _____ within Turtle Rock Community Association, Inc.

Section 1. Definitions:

- (a) "Association" shall mean Turtle Rock Community Association, Inc.
- (b) "Governing Documents" shall mean the Declaration of Covenants, Conditions and Restrictions, By-Laws and the Owner's Manual document of the Turtle Rock Community Association, Inc.
- (c) "Lease" shall refer to the Lease Agreement and this Lease Addendum collectively.
- (d) "Lease Agreement" shall refer to the agreement to which this Lease Addendum is to attach.
- (e) "Lot" shall mean the real property that is being leased under the Lease.
- (f) "Administrative Fee" shall refer to the \$250.00 payment required to file stated paperwork

Section 2. Term: The term of the lease shall be as provided in the Lease Agreement. However, the term shall be for a period of no less than three (3) months

Section 3. Residential Use and Occupancy: The unit may not be used for business, professional, or commercial activity, which includes, but is not limited to, use for hotel, transient, or temporary housing purposes of any kind. The Unit may only be used for residential purposes, as defined by County and State law. Use of the residence for work at home which does not involve receiving or sending employees, customers, suppliers, regular deliveries, or similar transient activities shall not be considered use for business, professional or commercial activity.

Section 4. Sublease: No subleasing is permitted.

Section 5. Obligation to comply with the Governing Documents and Law: Tenant is obligated as a term of the Lease to comply with the provisions of the Governing Documents and Federal, State of Florida and Sarasota County law. In addition to the owner, the tenant shall be responsible for the actions of his/her household members, residents, guests, and/or visitors while they are on Association property and in the lot. The failure of the tenant's household members, residents, guests, and/or visitors to comply with the requirements of this Section shall be deemed as the tenant's failure to comply. The right of the tenant to use and occupy the lot shall be subject and subordinate in all respects to the provisions of the Governing Documents. The tenant acknowledges and warrants that the tenant has received a complete set of the Governing Documents and the Owner's Manual on or prior to the date this lease Addendum is executed by the tenant.

Section 6. Condition of Premises: Tenant agrees to keep the property in good order, clean condition and in compliance; to make no alteration, additions, or changes to the home or exterior of the property, without the consent of the owner and the Association and to commit no waste thereon.

Section 7. Failure to Comply/Termination: In the event of a default of any term of the lease by the tenant, his house members, residents, guests, and/or visitors, or upon a violation of any provision of the Association's Governing Documents, in addition to any enforcement action the Association may take against the owner, the Association has the right to terminate the lease, after reasonable written notice to the owner and an opportunity for a hearing, if the owner, who by express act or by inaction, has refused to terminate the lease and evict the tenant.

Section 8. Power of Attorney: Landlord hereby appoints the Association as attorney-in-fact for the purpose of enforcing the terms of the Lease Addendum, including, but not limited to, action to terminate the lease and/or seek eviction of the tenant.

Section 9. Payment of Assessments: Owner and tenant acknowledge that it is the responsibility of the owner to pay all Association fees and assessments assessed against the property in accordance with the Governing Documents. In the event that the owner fails to pay assessments or other fees to the Association when due, and after the Association has properly filed a lien against the property for such non-payment, upon notice to the tenant, the tenant shall pay rent directly to the Association, which shall be applied to the owner's delinquent account. Said rent payments shall continue to be made by the tenant directly to the Association in lieu of rent to the landlord; until the tenant receives notice from the Association in writing that the owner's account is paid in full and current. The tenant's failure to pay the Association as required herein after receiving notice requiring the same shall be deemed a default of the lease. Any rent payments submitted by the tenant to the Association in excess of the delinquent amount will either be credited to the owner's account or returned to the owner.

Section 10. Conflicts: In the event that there is a conflict between this Lease Addendum and the Lease Agreement, this Lease Addendum shall prevail.

Section 11. Waiver and Breach:

- (a) A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any other or any subsequent breach.
- (b) A breach of any term of this Lease Addendum shall constitute a default of the terms of the Lease.

Section 12. Severability: The parties agree that this Lease Addendum is divisible and separable so that, if any provision or provisions hereof shall be held to be unreasonable, unlawful, or unenforceable, such holding shall not impair the remaining provisions. If any provision hereof is held to be too broad or unreasonable in duration, scope, or character of restriction to be enforced, such provision shall be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by law. The parties hereto do hereby expressly request and authorize any court of competent jurisdiction to enforce any such provision or portion thereof or to

modify any such provision or portion thereof in order that any such provision or portion thereof shall be enforced by such court to the fullest extent permitted by applicable law. By agreeing to the aforesaid, the parties do not intend to suggest that they consider any term or condition of this Agreement to be unreasonable, unlawful, or unenforceable.

Section 13. Copy to the Association: Tenant(or owner) shall furnish a copy of the Lease Agreement and this Lease Addendum executed by the owner and tenant along with a check made out to the Turtle Rock Community Association for \$250.00, to the Association or the Association's Management agent prior to the tenant's move-in. Failure to perform as required herein shall be a breach of the Lease.

Section 14. Third-Party Beneficiary: Owner and tenant acknowledge and agree that the Association is an intended third-party beneficiary of lease, including all the promises made in the Lease.

Section 15. Enforcement: In the event that the Association is required to enforce the terms of this Lease Addendum, including proceeding to terminate the lease and/or evict the tenant, the landlord and tenant shall be jointly and severally personally liable for all costs and attorney fees actually incurred, which shall be collectable in the same manner as assessments under the Governing Documents This Lease Addendum was entered into as of the day and year first written above.

By: Landlord/Owner

Signature: _____ **Signature:** _____
Print Name: _____ **Print Name:** _____
Phone: _____ **Address:** _____
Email: _____ **Email:** _____

By: Tenant

Signature: _____ **Signature:** _____
Print Name: _____ **Print Name:** _____
Phone: _____ **Address:** _____
Email: _____ **Email:** _____