

LEASE ADDENDUM

In the consideration for the waiver of the Association’s entitlement to levy a fine against _____, (hereinafter “Landlord”) and _____ (hereinafter “Tenant”), in accordance with the governing documents of the Woodlake Homeowner’s Association, Inc. (hereinafter “Association”) and Florida law, the parties hereto execute this Lease Addendum, in conjunction with that certain Lease dated _____.

WITNESSETH, that the Landlord hereby lets and demises unto the Tenant of Lot No. ____ in the Woodlake Community, situated at _____, Delray Beach, FL 33445, subject, however, to the terms and conditions hereinafter set forth.

1. Landlord and Tenant hereby acknowledge the provisions of Chapter 720, Florida Statutes, the Declaration of Covenants, Conditions and Restrictions for Homewood Lakes (“Declaration”), the Association’s Articles of Incorporations, the Association’s By-Laws and the Association’s Rules & Regulations shall be deemed expressly incorporated into the Lease of the Lot, in accordance with Section 720.305(1), Florida Statutes. Both Landlord and Tenant have been provided with a copy of the aforementioned documents, or have been notified that such documents shall be made reasonably available upon written request and payment for the same.
2. If at any time during and before the expiration of the term of the Lease, the Landlord shall default in the payments of assessments, regular or special, then the Association shall be entitled to collect all rent payments directly from the Tenant upon (15) days written notice to both the Landlord and Tenant by the Association. In the event of such default by the Landlord, the Tenant shall be instructed to forward all subsequent rent payments directly to the Association, until otherwise notified. Should the Tenant fail to forward said rent payments the Association, the Association may terminate the Lease without further delay. The costs associated with any action to terminate the Lease by the Association will be the obligation of the Landlord and deemed to be a special assessment against the Lot, collectable in the same manner as any special assessment.
3. It is understood and agreed between the parties hereto that written notice mailed or delivered to the Lot shall constitute sufficient notice to the Tenant and written notice mailed or delivered to the Landlord at _____ shall constitute sufficient notice to the Landlord, unless such other address is provided by Landlord.
4. The Parties hereto specifically acknowledge and agree that the Association is hereby empowered to act as agent of Landlord with full power and authority to take such action as may be required to compel compliance by the Tenant and/or Tenant’s family or guests with the provisions of the Declaration, the Articles of Incorporation, the By-Laws and Rules and Regulations, including, in the instance of violation of any of the foregoing by the Tenant and/or guests, under the appropriate circumstances, to terminate the Lease. Any breach of the terms hereof shall give the Association the authority to take immediate steps to terminate the Lease and seek the eviction of the Tenant. Landlord acknowledges that he/she remains responsible for any costs incurred by the Association, including attorney’s fees in remedying violations of this Addendum and/or violations of the governing documents.
5. The Tenant shall not sublet or permit the Lot or any part thereof to be used by others without the written approval of the Landlord and the Association and no transient occupants may be accommodated therein. Tenant agrees not to use the Lot, or any part thereof, or permit the same to be used for any illegal, immoral or improper purposes; not to make or permit to be made, any disturbance, noise or annoyance whatsoever detrimental to the Lot or neighboring residents or the comfort and peace of the inhabitants in the vicinity of the Lot.
6. Tenant hereby authorizes Association to release to Landlord any confidential information obtained by Association which was discovered by any routine background check into credit and/or criminal history, and Tenant shall hold Association harmless as to same.
7. In the event of any conflict, the terms and provisions of the Association’s governing documents shall control over the Lease Addendum, which shall, in turn, control over the terms and provisions in the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this ___ day of _____, 20 ____.

Signed, sealed and delivered in the presence of:

LANDLORD:

As to Landlord

TENANT(S):

As to Tenant

WOODLAKE HOMEOWNERS’ ASSOCIATION, INC.

As to Association

_____, **President**

_____, **Secretary**