

**STRADA 315 CONDOMINIUM ASSOCIATION, INC.**  
**LEASE ADDENDUM**

This Lease Addendum (this "Agreement") is entered into on \_\_\_\_\_, 20\_\_ by and between

\_\_\_\_\_ (hereinafter individually and/or collectively referred to as the "Owner"), who owns 315 Northeast 3<sup>rd</sup> Avenue, Unit # \_\_\_\_\_, Fort Lauderdale, Florida 33301 (the "Unit"),

\_\_\_\_\_ (individually and/or collectively, the "Tenant") and STRADA 315 CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"). The Owner, the Tenant and the Association are hereinafter collectively referred to as the "Parties".

**RECITALS**

A. The Owner desires to lease the Unit to the Tenant pursuant to that certain lease agreement entered by the Owner and the Tenant (as the same may be amended, modified, renewed or extended from time to time with the Association's written approval, the "Lease").

B. Pursuant to the Association's governing documents, the Owner is unable to lease the Unit without the Association's approval of the Lease and the Tenant.

C. The Owner and the Tenant submitted an application for approval by the Association, and the Association agreed to approve the Lease to the Tenant provided that the Owner and the Tenant execute this Agreement.

**AGREEMENT**

NOW THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **ASSOCIATION'S RIGHT TO ACCESS UNIT.** The Association, its property manager and its authorized agents shall have the irrevocable right to access the Unit from time to time during reasonable hours with prior notice as may be necessary: (i) for inspection, maintenance, repair, replacement or protection of any common area or common element, or (ii) to determine compliance with the Association's governing documents and applicable law. Notwithstanding the foregoing, the Association, its property manager and its authorized agents may access the Unit at anytime to make emergency repairs necessary to prevent or repair damage to any common area, common element or any other unit within the Association.

2. **RECEIPT OF AND FAMILIARITY WITH GOVERNING DOCUMENTS.** The Owner and the Tenant hereby acknowledge that each of the Owner and the Tenant has received, reviewed and is familiar with the Association's Declaration of Condominium, Articles of Incorporation, Bylaws, Rule and Regulations, and all amendments thereto (hereinafter collectively referred to as the "Governing Documents").

3. **ONLY TENANT MAY RESIDE IN THE UNIT.** The only individual(s) authorized to reside in the Unit is the Tenant

and \_\_\_\_\_ [if no names are listed, no other individuals are permitted to reside in the Unit]. No other individuals may reside in the Unit without the prior written approval of the individuals by the Association, which the Association may grant or deny in its sole and absolute discretion. The Owner and the Tenant hereby agree and acknowledge that the Association may terminate the Lease, pursuant to the terms of Section 8 hereof, if it determines that an unapproved individual is residing in the Unit and/or may evict any unapproved individual who resides in the Unit.

4. **NO NUISANCES BY TENANT.** The Tenant agrees not to make or permit any nuisance, disturbance, immoral or illegal act, or unreasonable noise, in the Unit, on any Common Area or on other Association property. Additionally, the Tenant will use the Unit solely as the Tenant's residence and will not use the Unit or keep anything in the Unit which would increase the insurance rates of the Association.

5. **NO SUB-LEASES PERMITTED.** The Tenant is not permitted to sub-let the Unit or any part thereof, and may not assign or encumber the Unit, the Lease or any interest therein, without the prior written consent of the Owner and the Association, which consent may be granted or withheld in the sole and absolute discretion of the Association.

6. **STATUTORY DEFAULT.** The Owner and the Tenant agree to abide by the Association's Governing Documents at all times during the term of the lease. The Owner and the Tenant agree and acknowledge, in the event the Association determines, in its sole and absolute discretion, that the Tenant, any member of the Tenant's family, or any guest, invitee or licensee of the Tenant, has violated any provision of the Association's Governing Documents, this Agreement or applicable law, such violation: (i) shall constitute a default hereunder; (ii) shall constitute a default under the Lease (regardless of whether the Lease specifically includes the violation as a default); and (iii) shall automatically be deemed to be a violation of the Tenant's obligations under Chapter 83.52, Florida Statutes, as same may be amended or modified from time to time, or such other provision of the Florida Statutes as may govern residential tenant obligations from time to time. Any of the above described defaults are hereinafter referred to individually as a "Statutory Default". Upon the occurrence of any Statutory Default, the Association may take any action or pursue any remedy more particularly described in Section 8 hereof.

7. **OBLIGATION TO PAY RENT TO THE ASSOCIATION AND PAYMENT DEFAULT.**

(i) Notwithstanding whether the Association otherwise has the right to do so under applicable law or the Governing Documents, the Owner and the Tenant hereby agree that the Association may require the Tenant to pay rent due under the Lease directly to the Association if the Owner fails to timely make any payment of any amount due to the Association. In such event, the Association may notify the Owner and the Tenant in writing that the Tenant is required to make all payments due under the Lease directly to the Association until the Association informs the Tenant in writing that the Tenant is no longer required to do so. This

provision is a collateral assignment by the Owner of all rents under the Lease and serves as a material provision for the Association's approval of the Lease.

(ii) The Association shall apply all rents received from the Tenant to the Owner's past due obligations, interest and related charges, in the order required by Section 718.116, Florida Statutes, as may be modified from time to time. In the event any rent amounts remain after all such amounts are fully paid, the Association may apply the remainder to the next periodic regular and/or special assessment required from the Owner. In the event any rent amounts remain after paying the next periodic regular and/or special assessment required from the Owner, the Association shall return such excess amount to the Owner, less a Twenty-Five and No/100 Dollars (\$25.00) processing fee.

(iii) If the Tenant fails to pay rent when due under the Lease to the Association after receipt of a demand under subsection (i) above, such failure shall be a default hereunder and under the Lease. Any such default is hereinafter referred to as a "Payment Default". Upon the occurrence of any Payment Default, the Association may take any action or pursue any remedy more particularly described in Section 8 hereof.

8. **REMEDIES.** The Owner hereby appoints the Association as the Owner's agent for purposes of performing any remedy hereunder. The Owner and the Tenant agree and acknowledge that the Association may act, in its sole discretion, to enforce the Governing Documents and/or applicable law, and the Association may terminate the Lease and evict the Tenant and all occupants of the Unit upon the occurrence of any Statutory Default or Payment Default. The Owner agrees to reimburse the Association for any fees and costs incurred by the Association in performing any remedy hereunder, including reasonable attorneys' fees and costs. If the Owner fails to pay any such fee or cost within fifteen (15) days of the Association's written demand for same, the unpaid amount shall be deemed automatically to be a properly levied assessment against the Unit, which the Association may collect pursuant to applicable law and the Governing Documents. The Owner agrees that the Association may lien the Unit for any such unpaid amount and foreclose upon its lien in the same manner as the Association may lien the Unit and foreclose the lien for unpaid assessments. All such unpaid amounts shall accrue interest pursuant to the Governing Documents as if same were unpaid assessments.

**(i) Remedies Upon Statutory Default.**

Upon the occurrence of a Statutory Default, the Association may take any or all of the following actions:

(A) If the Statutory Default is of a nature that the Tenant and Owner should not be given an opportunity to cure the Statutory Default or if the Statutory Default constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by the Association of a similar Statutory Default, deliver a written notice to the Owner and the Tenant specifying the Statutory Default and the Association's intent to terminate the Lease by reason thereof. Examples of noncompliance which are of a nature that the Association is not required to provide an

opportunity to cure include, but are not limited to, destruction, damage, or misuse of the Association's common area, common property, or other units by intentional act or a subsequent or continued unreasonable disturbance. In such event, the Association may terminate the rental agreement, and the Tenant shall have seven (7) days from the date that the notice is delivered to the Tenant to vacate the Unit. The notice shall be adequate if it is in substantially the following form:

Pursuant to the Lease Addendum dated \_\_\_\_\_, you are advised that your lease is terminated effective immediately. You have seven (7) days from the delivery of this letter to vacate the Unit. This action is taken because the Board of Directors has determined that \_\_\_\_\_ (list the noncompliance).

(B) If the Statutory Default is of a nature that the Tenant and Owner should be given an opportunity to cure the Statutory Default, deliver a written notice to the Tenant and the Owner which specifies the Statutory Default and includes a notice that, if the Statutory Default is not corrected within seven (7) days from the date the written notice is delivered to the Tenant, the Association shall terminate the Lease by reason thereof. Examples of Statutory Defaults which require this form of notice include, first time minor violations of the Governing Documents or Chapter 83, Part II, Florida Statutes (the "Statute") such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. The notice shall be adequate if it is in substantially the following form:

Pursuant to the Lease Addendum dated \_\_\_\_\_, you are hereby notified that the Board of Directors has determined that \_\_\_\_\_ (list the noncompliance). Demand is hereby made that you remedy the noncompliance within seven (7) days of receipt of this notice or the Association shall deem the Lease to be terminated and the Tenant will be required to vacate the Lease upon such termination. If this same conduct or conduct of a similar nature is repeated within twelve (12) months of the date of this notice, the Lease is subject to termination without an additional opportunity to cure the noncompliance.

**(ii) Remedies Upon Payment Default.**

Upon the occurrence of any Payment Default, the Association may provide a written demand to the Tenant and the Owner for payment of the rent (the "Payment Default Notice"). If the Payment Default continues for three (3) days, excluding Saturday, Sunday, and legal holidays, after delivery of the Payment Default Notice by the Association to the Tenant, the Association may terminate the Lease. Legal holidays for the purpose of this section shall be court-observed holidays only. The Payment Default

Notice shall contain a statement in substantially the following form:

You are hereby notified that, pursuant to the Lease Addendum dated \_\_\_\_\_ and the rent payment notice dated \_\_\_\_\_, you are required to pay the Association the sum of \$ \_\_\_\_\_ for the rent and use of **315 NE 3rd Avenue, Unit # \_\_\_\_\_, Fort Lauderdale, Broward County, Florida 33301**, now occupied by you. The Association demands payment of the rent or possession of the premises within three (3) days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the \_\_\_\_\_ day of \_\_\_\_\_.

**(iii) Miscellaneous Remedy Provisions.**

(A) The delivery of the written notices required by subsections (a) and (b) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. If any written notice is mailed, the date of the Tenant's and Owner's receipt of the written notice shall be deemed to occur on the third (3<sup>rd</sup>) day after such notice is deposited in the mail by the Association.

(B) If the Association terminates the Lease, the Owner agrees to comply with Section 83.49(3), Florida Statutes.

(C) Notwithstanding the foregoing remedies, the Association shall have no obligation to take any remedy unless it determines to do so in its sole and absolute discretion. No waiver by the Association of any Statutory Default or Payment Default shall operate as a waiver of any other subsequent Statutory Default, Payment Default or of the same default on a future occasion. Neither the failure nor any delay on the part of the Association in exercising any right, power, or remedy under this Agreement, applicable law or the Governing Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies set forth in this Section 8 are not exclusive. In the event any other remedy is available to the Association under applicable law, the Governing Documents, or otherwise, the Association may take such action in addition to any action set forth herein.

(D) The Owner agrees and acknowledges that the Owner is providing the Association with the discretionary authority: (i) to determine that a Statutory Default has occurred, (ii) to take any of the actions described in this Agreement. In the event the Association takes any of the above actions, the Owner shall have no cause of action against the Association for lost rents, lost profits, or damages (whether direct, indirect, or otherwise).

(E) If the Association elects to terminate the Lease, the Association may make use of the Statute as if the Association were the landlord under the Lease. Notwithstanding its authority to evict the Tenant under the Statute, the Association shall not otherwise be considered a landlord under the Statute and the Owner, the Tenant and the Association hereby specifically agree that the

Association has no duties under the Statute. References to the Statute are included in this Agreement only to provide procedural guidelines for the Association to terminate the Lease and/or evict the Tenant. The Owner and the Tenant hereby grant the Association a limited possessory right to the Unit, to the extent the Association brings an action to evict the Tenant hereunder. If the Association completes an eviction action or otherwise removes the Tenant from the Unit, the Association may exercise its limited possessory right to the Unit and take possession thereof as the Owner's agent. The Owner hereby authorizes the Association to change the locks to the Unit or take other action if the Association determines that doing so is necessary to protect the Unit. The Owner is responsible for paying all fees and costs incurred by the Association in changing the locks or otherwise protecting the Unit, as if such fees and costs were a properly levied assessment against the Unit. The Association may act, but is not required to act, to protect the Unit, however, the Association has no obligation to protect, maintain or upkeep the Unit. Upon written notice to the Owner that the Association is in limited possession of the Unit, the Owner is deemed to have retaken control of the Unit.

**9. WAIVER.** EACH OF THE TENANT AND THE OWNER, INDIVIDUALLY, AND ON BEHALF OF THEIR SUCCESSORS, HEIRS, GUESTS, INVITEES, AGENTS, PERSONAL REPRESENTATIVES, AND ASSIGNS, HEREBY AGREES AND ACKNOWLEDGES THAT THE ASSOCIATION HAS PROVIDED SUFFICIENT CONSIDERATION FOR SUCH PARTY TO ENTER INTO THIS AGREEMENT. AS ADDITIONAL CONSIDERATION FOR THE ASSOCIATION TO APPROVE THE LEASE, AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND AS A MATERIAL INDUCEMENT FOR THE ASSOCIATION TO APPROVE THE LEASE, THE TENANT AND THE OWNER EACH HEREBY FOREVER VOLUNTARILY RELEASE, WAIVE, RELINQUISH, SURRENDER, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, AGENTS, MANAGEMENT COMPANY, ATTORNEYS, INSURERS AND EMPLOYEES (INDIVIDUALLY AND/OR COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL LOSSES, LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH THE TENANT, THE OWNER AND/OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF THE TENANT OR THE OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE RELEASED PARTIES, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER. THE OWNER AND THE TENANT FURTHER EXPRESSLY AGREE THAT THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

**10. INDEMNIFICATION.** As additional consideration for the Association to approve the Lease, the Owner hereby agrees to indemnify and to hold harmless the Released Parties against any and all losses, claims, damages and/or expenses, including reasonable attorneys' fees and costs,

related to the Tenant or the Lease, whether direct or indirect. This indemnification also includes any and all losses, claims, damages and/or expenses, including reasonable attorneys' fees and costs, for any damage to any property of the Association, any property of any third party, any property of the Owner or the Tenants and any injury to any individual which occurs as a direct or indirect result of the Lease or which the Tenant causes, either directly or indirectly. The Released Parties, in their sole discretion, shall select counsel to defend any action pursuant to this indemnity, the cost of which shall be borne by the Owner.

**11. MISCELLANEOUS.**

(i) If any portion of this Agreement should be held wholly or partially invalid, illegal or unenforceable for any reason, such provision automatically shall be deemed to be deleted from this Agreement, and the remainder of the Agreement shall be effective and binding upon the parties.

(ii) Each of the Tenant and the Owner has sought the advice of an attorney of the party's own choice, or has had the opportunity to seek the advice of an attorney of the party's own choice but chose not to do so, prior to signing this Agreement.

(iii) This Agreement and any disputes arising under or related to it will be governed and interpreted pursuant to the laws of the State of Florida, without regard to its conflicts of law rules, and venue for any such actions shall be in Broward County, Florida. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE OWNER AND THE TENANT, BY EXECUTION HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THE OWNER OR THE TENANT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ASSOCIATION TO ENTER INTO THIS AGREEMENT.

(iv) This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

(v) Section and Paragraph headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

(vi) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

(vii) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this Agreement. This Agreement may be modified only by a writing signed by the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date set forth above.

**OWNER:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

**TENANT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

**ASSOCIATION:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TWO WITNESSES**

Witnesses' signature: \_\_\_\_\_  
Witnesses' name: \_\_\_\_\_

Witnesses' signature: \_\_\_\_\_  
Witnesses' name: \_\_\_\_\_