

Candlewood Village Homeowner's Association, Inc.
C/o CEA Property Management
777 South Flagler Drive, Suite 800, West Tower
West Palm Beach, FL 33401

UNIFORM ADDENDUM TO LEASE

This UNIFORM ADDENDUM TO LEASE is made and entered this _____ day of _____, 20____, by and between the following parties:

A. The record title Owner(s) of the Property located at _____
whose name(s) and address are:
Name(s): _____
Address: _____
hereafter referred to as "Owner"; and

B. The proposed Lessee(s) / Tenants(s) of the Lot, whose name(s) and current residential address are:
Name(s): _____
Address: _____
hereafter called "Tenant,"

NOTE: "Owner" and "Tenant" are sometimes collectively referred to as the "parties."

DEFINITIONS

"Association" shall mean and refer to Candlewood Village Homeowners Association, Inc., a Florida not-for-profit, its successors and assigns.

"Association Documents" shall mean the Declaration of Covenants, Restrictions and Easements for Candlewood Village, the Articles of Incorporation and By Laws for the Candlewood Village Homeowners Association, Inc. and the Rules and Regulations, as amended and promulgated from time to time.

"BOARD" shall mean and refer to the Board of Directors of Candlewood Village Homeowners Association, Inc.

"Property" shall mean the Property at (address) _____

"RULES" shall mean and refer to the Rules and Regulations, which are duly adopted by the Association from time to time.

NOW THEREFORE, the parties, for themselves, their heirs, successors and permitted assigns, with intent to be legally bound, agree as follows:

RECITALS: The parties, for themselves, their heirs, successors and permitted assigns, with intent to be legally bound, agree as follows:

1. Property SUBJECT TO DECLARATION: Property is subject to the covenants, restrictions, easements, reservations, conditions, regulations, burdens, liens, equitable servitudes and all other provisions of the Declaration of Covenants, Restrictions and Easements for Candlewood Village (“DECLARATION”) which shall run with, benefit and burden all of the Property, and shall be binding on all parties having any right, title or interest in the Property, or any portion thereof, including parties’ heirs, personal representatives, successors and assigns, as well as any Association Documents.

2. Owner wishes to Lease the Lot to Tenant, and Tenant wishes to Lease the Lot from Owner, pursuant to the terms and conditions of the Lease agreement between the parties, the terms and conditions of this Uniform Addendum to Lease, and in conformity with all of the requirements of the Declaration of Covenants, Restrictions and Easements for Candlewood Village, (“the “Declaration”), the Articles of Incorporation, By-Laws, and the Rules and Regulations, (sometimes collectively referred to as the “Governing Documents”) of Candlewood Village Homeowners Association, Inc. (the “Association”), and the parties seek the Association’s written consent to the proposed Lease by Tenant.

3. The Declaration of Covenants, Restrictions and Easements, Article 13, Rental Restriction, provides in part as follows: “Lots shall not be Leased without the prior written approval of the Association. The Association has the right to require that a substantially uniform form of Lease be used, as approved by the Board. Any Lease shall provide that the Association shall have the right to terminate the Lease upon default by Tenant in observing any of the provisions of this Declaration, and applicable Rules adopted by the Board from time to time. No Lease shall be for a period of less than six (6) months and the proposed Tenants shall consist of not more than two (2) persons per bedroom in any dwelling. The parties acknowledge and agree that this Uniform Addendum to Lease has been duly adopted by the Board of Directors of the Association to be utilized for the leasing of all Lots in the Candlewood Village Community, in conformity with Article 13 of the Declaration and other provisions of the Governing Documents, and the parties agree to be bound by its terms and conditions.

4. The foregoing Recitals are true and correct and are expressly incorporated herein.

5. This Uniform Addendum to Lease, when fully executed by all parties, shall be attached to and become a part of the Lease agreement between the parties. The terms of this Uniform Addendum to Lease shall prevail and control over any conflicting provision contained in the Lease agreement.

6. No Lease of a Lot may be made for less than a six (6) month consecutive period without the prior written approval of the Board of Directors, and no transient accommodations shall be provided.

7. The Associations shall charge a fee in connection with the screening/approval process for the leasing of a Lot, and the Owner and/or the proposed Tenant shall be obligated to pay same.

8. The proposed Tenant shall be required to pay to an escrow account maintained by the Association a security Deposit in an amount not to exceed the equivalent of one month’s rent under the proposed Lease agreement. The security Deposit shall protect against damages to the common areas or Association Property by the Tenant, his family, guests, and invitees. The security Deposit is a Deposit only and if this Deposit does not cover all the damages to the common areas or Association Property, Tenant and Owner shall be jointly responsible for the additional amount needed to cover the repairs or damages. Further, Tenant and Owner, for as long as the Lease remains in effect, shall be responsible for promptly replenishing to the Association any portion of the security Deposit claimed and deducted by the Association for damages and repairs. Failure by Tenant and/or Owner to replenish the security Deposit within ten (10) days of the Association’s

written demand to do so shall authorize the Association to terminate the Lease and to seek the immediate removal of Tenant from the Lot, or demand Owner to do so, and any attorney's fees and costs incurred by the Association for such actions, whether a lawsuit is brought or not, shall be the responsibility of the Owner and Tenant, jointly and severally.

9. If the Association approves the proposed Lease, and during the Lease term the Owner becomes delinquent in the payment of an assessment, the Association shall have the authority to directly collect the rental payments from the Owner's Tenant. Such rental payments collected from Tenant shall be collected and applied in accordance with the procedures established by the Board of Directors. Owner and Tenant each agree that Tenant shall pay to the Association, and not to Owner, all recurring installments of Rent owed to the Owner under said Lease upon Tenant's receipt of the Association's written demand for payment of Rent based upon the delinquency of Owner's obligations to pay assessments to the Association. Owner agrees, for as long as Owner remains delinquent in the payment of an assessment, that Tenant's payment of Rent under the Lease to the Association shall not constitute nonpayment of Rent under said Lease. The Owner irrevocably appoints the Association, without recourse, as Owner's agent and attorney-in-fact in Owner's place and stead to collect from Tenant each installment of Rent due Owner under said Lease, for as long as Owner remains delinquent in Owner's obligations to pay assessments to the Association. Except for accounting to Owner for each installment of Rent received by the Association from Tenant pursuant to these provisions, Association assumes no responsibility to Owner and/or to Tenant as "Landlord" under said Lease and/or under Part II of Chapter 83, Florida Statutes. Owner and Tenant acknowledge and agree that provisions of this paragraph create only a facility of payment of Rent owed under the Lease to Owner to be paid directly by Tenant to the Association to be applied toward the Owner's delinquent obligations to the Association to pay assessments to the Association. Owner and Tenant each covenant and agree that they accept the Association's disclaimer of any responsibility as "Landlord" to either party under said Lease and/or Part II of Chapter 83, F.S., and each party agrees to and does hereby indemnify and hold harmless the Association, including attorney's fees at all levels, for any claims arising out of said Lease.

10. It shall be the responsibility of the Owner to provide Tenant with a copy of the Governing Documents. Every Lease shall contain or be deemed to contain a provision that the Tenant is subject to the Governing Documents. The Owner and Tenant shall be jointly and severally liable for any costs and expenses, including the Association's reasonable attorney's fees at all levels, whether or not a lawsuit is filed, arising from any violations of the Governing Documents by the Tenant, his family, guests, and invitees. The Association shall have the right to treat any unpaid costs and expenses arising from violations of the Governing Documents as an assessment against the Lot, and shall have all remedies against the Owner and Tenant, jointly and severally, for the collection of delinquent assessments set forth in the Governing Documents. This provision shall survive the termination of the Lease.

11. The Owner and proposed Tenant shall be responsible for the completion and submission of all Documents, applications, fees, and Deposits, required by the Association in the screening/approval process. No occupancy of the Lot by the proposed Tenant shall occur until the Association has issued its written approval of the Lease to the Owner. Any occupancy of the Lot by

the proposed Tenant prior to Owner's receipt of a written approval of Lease, shall be a violation of the Governing Documents, shall require the proposed Tenant to immediately quit and vacate the Lot and/or shall require the Owner to promptly seek to removal of the unauthorized Tenant from the Lot by legal process.

12. In order to determine that the proposed Tenants are familiar with the Association's Governing Documents, the Board of Directors, at its option, shall have the right to require a personal orientation meeting with the proposed Tenants prior to occupancy of the Lot by the Tenants. The Board of Directors may designate a committee or any individual(s) or the Property manager to conduct such a meeting.

13. The Tenant agrees not to use the demised premises, or keep anything in the Lot which will increase the insurance rates of the building or of the Lot or interfere with the rights of other residents or the Association or any other residents by unreasonable noises or otherwise; nor shall Tenant commit or permit any nuisance, immoral or illegal act in the Lot, or on the common areas, or upon Association property.

14. The Tenant covenants to abide by the Rules and Regulations of the Association, and the terms and provisions of the governing 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 Lease term.

15. The parties hereto specifically acknowledge and agree that the Association is hereby empowered to act as agent and attorney-in-fact for and on behalf of Owner with full power and authority to take such action as may be required to compel compliance by the Tenant and/or Tenant's family, guests, and invitees with the provisions of the Declaration of Covenants, Restrictions and Easements, its Exhibits, and the Rules and Regulations of the Association.

16. The approval of the proposed Lease agreement issued by the Association is to be expressly conditioned upon the Tenant'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 terminate the Lease agreement. The Owner acknowledges that he remains ultimately responsible for the acts of Tenant and Tenant's family, guests, and invitees. Owner agrees that he remains responsible for any costs incurred by the Association, including reasonable attorneys fees at all levels, whether a lawsuit is brought or not, in remedying violations of this Addendum and/or violations of the Governing Documents by Tenant, his family, guests, and invitees.

17. Association RIGHT TO TERMINATE Lease: Pursuant to the DECLARATION, the Association shall have the right to terminate the Lease upon default by the Tenant in observing any of the provisions of the Association Documents. Association is hereby deemed the agent of Landlord for purpose of bringing any eviction proceeding as necessary by Association because of Tenant's violation of Association's Documents. Association and Landlord shall both have the right to collect reasonable attorney's fees against any occupant or Tenant in the event that legal proceeding must be instituted against such Tenant for his eviction or for

enforcement of the Association Documents, with the Association priority to the full amount of its claim. Notwithstanding the rights as referenced above, the Association shall have the right to enforce the Association Documents against Tenant and Tenants guest and invitees in accordance with the Association's Documents and the law. Actions at law or in equity, or both, to redress alleged failures or refusal to comply with the Association against Tenant and/or Tenant's guests or invitees occupying Property or making use of the common area.

18. Association RIGHT TO APPROVE OF Tenant: The Association has the authority to approve or disapprove Lease within ten (10) days after the next BOARD meeting following submission of a complete and accurate Lease, RENTAL INFORMATION FORM and ADDENDUM. No Lease shall be for a period of less than six (6) months and the lot shall not be Leased more than once in any six (6) month period. Subleases are prohibited. If approved, the secretary of the Association shall execute a recordable Certificate of Approval.

19. Owners leasing their Lots must be current in all of his obligations to the Association, including assessments and the payment in full of previously imposed fines, if any, and their Lots free of any Property violations.

20. Application of Association Documents to Tenant: All restrictions which refer to owners in the Associations Documents shall be construed to include any other persons occupying Property, including Tenant, family members, agents, invitees and/or guests. Failure of Owner to notify Tenant of the existence of covenants, restrictions, easements and other provisions of Association Documents shall not in any way act to limit or divest the right of enforcement of these provisions against the Tenant.

21. Deposit: Owner is required to place in escrow and maintain a Deposit in the amount of \$1,000, with the Association which may be used as follows. In the event that any portion of the lot or any other Property for which the Owner has maintenance obligations falls into disrepair or is not so maintained so as to create a dangerous, unsafe, unsightly, or unattractive condition, or which other wise violates the Association Documents, the Association shall have the right, upon seven (7) days prior written notice, to enter such lot or Property for which Owner has maintenance obligations to make such repair or to perform such maintenance with the cost to be deducted from the Owner's Deposit.

To repair any damage to the Common Properties or other portions of Property resulting from acts or omissions of the Tenant (as determined by the sole discretion of the Association). Landlord and Tenant will be jointly liable to the Association for any amount in excess of \$1,000, which is required by Association to effect such repairs or to pay any claim for injury or damage to Property caused by negligence of Tenant

Any balance remaining in the escrow account, less an administrative charge of 6% shall be returned to the owner within thirty days after the Association has been advised in writing by the owner that the Tenant and all subsequent Tenants have permanently vacated the Property.

Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Addendum.

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

NOTE: SIGNATURES FOLLOW ON NEXT PAGE

Signed, sealed and delivered
in the presence of:

witness

witness

As to Owner(s)

witness

witness

As to Tenant(s)

Owner: (sign): _____
(print): _____

Owner: (sign): _____
(print): _____

Tenant: (sign): _____
(print): _____

Tenant: (sign): _____
(print): _____