

**ADDENDUM TO LEASE AGREEMENT BETWEEN  
LESSOR AND LESSEE**

WHEREAS, a Lease Agreement by and between \_\_\_\_\_ (“Landlord” or “Lessor”) and \_\_\_\_\_ (“Tenant” or “Lessee”), was entered into on \_\_\_\_\_ (date), for the lease of Unit \_\_\_\_\_, within Carriage Homes at Dunwoody Commons, A Condominium (the “Condominium”);

WHEREAS, the execution of this Addendum to Lease by and between the Lessor and Lessee is a required condition of renting a Unit in the Condominium, pursuant to the authority of the Carriage Homes at Dunwoody Commons Condominium Association, Inc. (“Association”) contained in the Declaration of Condominium of Carriage Homes at Dunwoody Commons, as amended from time to time (“Declaration”);

NOW, THEREFORE, the Lessor and Lessee hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. Lessor and Lessee further agree that Association shall be considered a third-party beneficiary to the Lease Agreement and this Addendum for the purpose of enabling Association to enforce the provisions of the Condominium Documents and the covenants of this Lease Addendum. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto. Further, Lessor and Lessee also acknowledge and agree, that in connection with the approval of the lease application by the Association, it will be necessary for the Association to obtain and consider information regarding Lessee and all proposed Occupants of the Unit. Accordingly, Lessee specifically authorizes Association to obtain and consider background information, including financial information, if deemed appropriate by the Association, personal references, and other information deemed relevant by Association. Lessor and Lessee agree that no proposed Lessee or Occupant shall take possession of a Unit prior to the approval of the lease application by the Association. Lessor and Lessee represent that all information contained in the application for lease (and supporting materials) submitted to the Association are complete, accurate, and truthful. Lessor and Lessee acknowledge that intentional or negligent material omissions or misrepresentations in the application and supporting materials shall constitute grounds for disapproval of a lease application request, or termination of the lease if such omissions or misrepresentations are discovered after approval thereof.

Further, the parties agree as follows:

1. **USE:** The Lessee (which term shall at all times in this Addendum include all proposed Occupants of the Unit) will use the premises only for single family, residential purposes by Lessee and his Family members who have been listed and approved in Lessee’s application for Association approval of this Lease. Lessee will make no unlawful, improper or offensive use of the leased property, nor permit the commission of any act which constitutes a public or private nuisance.

No person may occupy the Unit on either a temporary or permanent basis other than the following approved occupants:

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2. **COMPLIANCE WITH THE CONDOMINIUM DOCUMENTS:** Any infraction of the provisions or restrictions set forth in the Declaration, the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations (hereinafter “Condominium Documents”) by the Lessees or their Family, Guests or Invitees shall be deemed a breach of the Lease, and Association or Lessor shall have the option to terminate the Lease Agreement and resume possession of the property. Lessee acknowledges, by signing this Addendum that he has read, understands, and agrees to abide by the Condominium Documents.

3. **ASSOCIATION AUTHORITY TO ENFORCE ADDENDUM TERMS:** Lessor and Lessee further agree that Association may act in its own rights, or in cases where Lessor fails to act in a timely manner, as Lessor’s agent, to terminate the Lease and may institute proceedings against Lessee, including without limitation an action for eviction, in Lessor’s name, or in Association’s name in its own right. In either such cases, Lessor shall be responsible to Association for all expenses incurred, including attorney’s fees and costs whether or not suit is filed, without waiver of the right of any action by Lessor against Lessee.

4. **ASSIGNMENT OR SUB-LEASING/RENEWAL:** No assignment of the Lease or sub-leasing of any part of the leased property by the Lessee shall be valid without the consent of Association. Renting of rooms and “rent-sharing” is prohibited. Lessor and Lessee also understand and agree that the Association shall have the right to approve any lease renewal or extension. Lease Agreements shall not be renewed or extended without Lessor and Lessee submitting an additional application at least thirty (30) days prior to commencement of the proposed renewal term, and obtaining approval from the Association. The Association may consider previous violations of the Condominium Documents, without limiting other criteria for review, in determining whether to approve a proposed renewal. Lessor and Lessee understand and agree that this Lease Addendum shall apply to any approved lease renewal, as well. If Lessor and Lessee fail to obtain approval in advance for any renewal or extension of the Lease beyond the expiring term, the Association, at its option and in addition to other remedies as set forth herein, shall have the authority to proceed with an action for eviction.

5. **INSPECTION OF PREMISES:** The Association and Lessor or his agent, have and are hereby granted the right to enter the premises at any time for the protection and preservation of the premises, or at a reasonable time and upon reasonable notice for the purposes of inspection; making necessary or agreed repairs, decoration, alterations, or improvements; supplying agreed services (which may include pest control); or determining the existence of suspected or reported violations of the Condominium Documents.

6. **LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY:** The Association shall not be liable to Lessor or to Lessee, or Lessee’s Family, agents, Guests, Invitees, employees or servants for damage to persons or property caused by other Residents or other persons. Lessee recognizes that Association does not warrant the security of the property, and is not responsible for safety of Lessee, other Unit Occupants, nor their property. Lessor and

Lessee jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to person or property arising from Lessee's use of the premises, or from any activity or work permitted to be suffered by Lessee in or about the premises. Association shall not be liable for personal injury, or damages to Lessee's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that Association has been negligent in maintenance of common elements which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Lessee agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Lessee or other person upon the premises.

Nothing contained in the Lease Agreement, this Addendum, or the Condominium Documents shall in any manner: (i) be deemed to make the Association a party to the Lease (except to the extent that the Association is an intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce its rights hereunder); (ii) create any obligation or liability on the part of the Association to the Lessor or Lessee (including, without limitation, any obligation as a Lessor under applicable law or any liability based on the Association's approval of the Lessee pursuant to the Declaration, such approval being solely for the benefit of the Association), or (iii) create any rights or privileges of the Lessee under the Lease, this Addendum, or the Condominium Documents as to the Association.

7. **DEFAULT/ENFORCEMENT**: If the Lessee fails to comply with any of the provisions of the Condominium Documents, or materially fails to comply with any duties imposed by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Lessor or Association specifying the noncompliance and indicating the intention of the Association or Lessor to terminate the Lease Agreement by reason thereof, Association or Lessor may terminate the Lease Agreement. Association and/or Lessor shall have no obligation to allow Lessee to cure such violations if such noncompliance is of a nature that Lessee should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes, as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by Association or Lessor of a similar violation. In such instances, Association or Lessor may deliver a written notice to Lessee specifying the noncompliance and the Association's or Lessor's intent to terminate the Lease Agreement by reason thereof. Examples of noncompliance which are of a nature that the Lessee should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the Lessor's or Association's property by intentional act or a subsequent or continued unreasonable disturbance. Examples of noncompliance which are of a nature that Lessee will be given an opportunity to cure include, but are not limited to, activities 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. Lessor and Lessee acknowledge Association may tow away or cause to be towed away vehicles that are parked on Condominium Property in contravention of the Condominium Documents. Lessor and Lessee also recognize that Association shall have the right to terminate the Lease and/or institute evictions or other proceedings against Lessees, for violation of the Condominium Documents as set forth above. Further, the parties recognize that the Association may levy fines against a unit for violation of the Condominium Documents. Fines may be levied for violations, without opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine. Lessor and Lessee shall

be jointly and severally liable for the payment of any fine duly levied by the Association, arising out of the conduct of Lessee, his Family, Guests, and Invitees. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph 9 of this Lease Addendum with respect to the collection of fines.

8. **COSTS AND ATTORNEY'S FEES:** If either the Lessor or the Lessee fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Condominium Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorney's fees of that action, at the arbitration, trial or appellate levels.

9. **RIGHT TO RECEIVE RENTAL INCOME:** In the event Lessor is delinquent in Lessor's obligation to pay to Association any annual or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to require Lessee to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to Lessee and Lessor. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Lessee or Lessor. Failure of Lessee to pay to Association the rental installments, or portions thereof, as specified in said notice, shall entitle Association to terminate this Lease and/or evict Lessee. Lessee shall be entitled to set off against rent payable to Lessor for any and all amounts paid by Lessee to Association hereunder and pursuant to applicable law.

10. The Lessor hereby expressly consents to and authorizes the Association, its attorney, and agents to contact the Lessee in the event that the Lessor becomes delinquent with his obligations to the Association. The purpose of such communication and contact will be to enforce the provisions of this Addendum by providing the Lessor and Lessee the notices described in Paragraph 9 above.

11. **SECURITY DEPOSIT:** The Board of Directors of the Association shall have the authority, as a condition of granting approval to the Lease Agreement, or renewal or extension thereof, to require that the Lessee or Lessor place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2015) as amended from time to time.

12. **MISCELLANEOUS:**

A. **Binding Effect:** The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.

B. **Waiver:** The failure of Association to enforce its rights as set forth in Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. **Modification:** This Lease Addendum may only be modified by an instrument signed by Lessor, Lessee, and Association.

D. **Captions:** The captions contained in this Lease Addendum are for convenience sake only, and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.

E. **Gender:** All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. **Governing Law/Venue:** This Addendum is governed by the laws of Florida. Venue for any action lies in Seminole County, Florida.

G. **Anti-Discrimination Policy:** Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status, or handicapped status.

LESSOR:

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

LESSEE:

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

LESSEE:

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

CARRIAGE HOMES AT DUNWOODY COMMONS  
ASSOCIATION, INC.:

\_\_\_\_\_

Date: \_\_\_\_\_

By:

Its:

ACTIVE: 7790844\_1