

LAGO MAR COLONY PROTECTIVE ASSOCIATION, INC.

UNIFORM FORM OF LEASE ADDENDUM

THIS LEASE ADDENDUM ("**Addendum**"), entered into this ____ day of _____, 20____, by and between _____, owner of _____ in Lago Mar Colony Protective Association, Inc. (hereinafter referred to as "**Landlord**") and _____ (hereinafter referred to as "**Tenant**") is hereby incorporated by referenced into the existing lease between Landlord and Tenant ("**Lease**").

1. RULES AND REGULATIONS. Tenant and Tenant's family, guests, invitees, licensees and servants ("**Permitted Users**"), are subject to the Amended and Restated Declaration of Protective Covenants of Lago Mar Colony ("**Declaration**"), the Articles of Incorporation, and Bylaws, and the Rules and Regulation of Lago Mar Colony Protective Association, Inc. (hereinafter referred to as "**Association**") and all the amendments and exhibits thereto, all as same may be amended from time to time (hereinafter referred to collectively as "**Governing Documents**"). Tenant acknowledges and agrees that the breach by Tenant or Permitted Users of the Governing Documents is a material breach of the Lease and this Addendum. ANY FAILURE OF TENANT TO ABIDE BY THE GOVERNING DOCUMENTS, LEASE OR THIS ADDENDUM SHALL BE IMMEDIATE GROUNDS FOR EVICTION AND TERMINATION OF THE LEASE AND THIS ADDENDUM. If Association brings any action, proceeding, arbitration, litigation, or non-litigation enforcement or compliance action to terminate the Lease or this Addendum and/or evict Tenant and/or enforce compliance with any of the terms of this Addendum or the Governing Documents, Association is entitled to recover from Landlord and Tenant, and Landlord and Tenant shall be jointly and severally liable for, all costs and reasonable attorneys' fees incurred, whether suit be brought or not, through all appellate levels. The Association may only avail itself of such right to terminate the Lease, and evict the Tenant pursuant to Chapter 83 and/or 51 of Florida Statutes, and obtain possession of the Premises after giving reasonable advanced written notice to Landlord and the Tenant of its intention to do so, and Landlord hereby appoints the President of the Association as Landlord's attorney-in-fact for the purpose of exercising this right and for no other purpose. Landlord acknowledges and agrees that Landlord shall pay the Association all costs and attorneys' fees incurred by the Association in enforcing the Governing Documents, and any applicable law, and in exercising any of the rights and remedies set forth herein.

2. RIGHTS GRANTED. The Lease grants Tenant a leasehold estate in the Premises for the lease term specified together with a license granting Tenant, for such lease term, Landlord's rights to use the common areas of the Association, provided that Tenant and Tenant's Permitted Users exercise such license in accordance with the

provisions of the Governing Documents; Chapter 720, Florida Statutes; and other applicable law; provided however, that Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.

3. SUBORDINATION. The Lease and this Addendum is subject to and subordinate to the Governing Documents, all assessments, advances or other charges which may affect or become a lien upon the home.

4. ASSIGNMENT; SUBLETTING; RENEWAL. Tenant cannot sublet any part of the leased premises including any rooms in the home that are not occupied. The Lease cannot be assigned by Tenant. The Lease cannot be renewed or extended. Any proposed renewal or extension of the Lease must be submitted to the Association for approval and shall be treated as a new application for approval of a lease; and if approved, a new lease addendum shall be signed.

5. ASSOCIATION'S EXCULPATION & INDEMNIFICATION. The Association is not liable to Tenant or Permitted Users for damage or injury to person or property caused by other residents or other persons. Tenant and Landlord agree to indemnify, defend and hold Association harmless from and against any claims for damages whatsoever, including negligence claims, relating directly or indirectly to the Tenant's or the Permitted Users' use of the premises, this Addendum or from any activity or work permitted by Landlord or Tenant in or about the premises unless the Association is adjudicated to be grossly negligent. In addition, Landlord and Tenant acknowledge and agree that Association is not liable for personal injury, or damages to Tenant's personal property, from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, riots, or other causes or acts of God, whether similar in nature to those mentioned or not. If any of the Association's employees are requested to render any services to Tenant, including, but not limited to, moving automobiles, handling of furniture, cleaning, signing for or delivering packages. The Association's employee is deemed an agent of Tenant regardless if payment is made for any service. Tenant further acknowledges and agrees to indemnify, defend and hold the Landlord and Association harmless from all liability or any claim whatsoever in connection with such services, including but not limited to, claims of negligence, unless the Association is adjudicated to be grossly negligent. Tenant agrees to notify the Landlord and Association immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other person. Landlord and Tenant, jointly and severally, shall indemnify and hold the Association, its agents, and all of its past, current and future Board members harmless from and against any and all claims, liabilities, damages, costs and expenses whatsoever, which in any way directly or indirectly relate to claims or causes of action made or brought by anyone that are in any way related, directly or indirectly to any action or inaction on the part of the Landlord or the Tenant, or which names the Association or any Member of its Board as co-defendants with the Landlord or Tenant. Said indemnification shall be with regard to all claims, liabilities,

damages, costs and expenses whatsoever including but not limited to, to the fullest extent permitted by law, all such causes of actions or claims whatsoever, regardless of whether the cause of action or claim alleged is in tort or contract, or founded on a statute or other law, including claims or causes of actions that allege or establish that the Association was negligent in whole or in part. The provisions of this Section shall survive termination or expiration of this Agreement. Moreover, consideration was provided for this indemnification clause, the receipt of which is hereby acknowledged by Landlord and Tenant.

6. ATTORNEYS' FEES AND COSTS. In any action, proceeding, or litigation arising out of or concerning the Lease or this Addendum or where the Lease or this Addendum is relevant evidence, Tenant and Landlord, jointly and severally, are liable for and must pay Association's costs and reasonable attorneys' fees, whether suit be brought or not, through all appellate levels.

7. WAIVER OF JURY TRIAL. Landlord and Tenant hereby waive trial by jury in any action, proceeding or litigation arising out of or concerning the Lease or this Addendum or where the Lease or this Addendum is relevant evidence.

8. MODIFICATIONS. No amendment or modification to the Lease or this Addendum affecting any of the Association's rights or remedies is valid unless in writing and signed by the Association.

9. GOVERNING LAW; VENUE. This Addendum is governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial without regard to Florida's conflict of law jurisprudence. Venue for any action, proceeding or litigation arising out of or concerning the Lease or this Addendum or where the Lease or this Addendum is relevant evidence must be in a State, County or Circuit Court, as appropriate, in Broward County, Florida, to the exclusion of all other venues and the parties expressly waive their right to venue elsewhere.

10. RULE OF CONSTRUCTION. Landlord and Tenant acknowledge and agree that the terms of this Addendum shall not be construed more strongly against one party or the other, or the intended third party beneficiary; the parties expressly, to the extent permitted by law, waive any rule of strict construction that may have otherwise been applied in the absence of this provision.

11. CAPTIONS. The captions in this Addendum were inserted solely for convenience and cannot be used in construing the provisions that follow them.

12. ACCEPTANCE OF DOCUMENTS. Tenant's signature affixed below acknowledges receipt of a copy of the Governing Documents and that Tenant has read, in their entirety, this Addendum, the Lease and the Governing Documents. Tenant

acknowledges and agrees that by accepting the Governing Documents, Tenant acknowledges and agrees to be bound by the Governing Documents, and understands and agrees to be bound by the same.

13. ASSIGNMENT OF RENT. If Landlord is delinquent in the payment of any regular or special assessment or any other charge or fee owed to the Association, including but not limited to fines, late fees, interest, cost of collection or attorneys' fees ("**Costs**"), Association has the right to require Tenant to pay any rent due under the Lease to Association to offset any delinquent assessments or other Costs. Any such payment from Tenant to the Association shall be deemed to be a full and sufficient payment of rent to Landlord in accordance with the Lease. Tenant shall be discharged from any obligation to pay such amounts directly to the Landlord, so long as such payments are made to the Association, until Landlord's delinquency to the Association is fully cured. Tenant shall begin making such payments upon receipt of a letter signed by an authorized officer of the Association, or the Association's attorney, demanding payment from the Tenant, and shall continue making such payments in monthly installments equal to monthly installments of rent due pursuant to the Lease until advised in writing that the payments no longer need be made to the Association. Landlord hereby assigns to the Association the right to take legal action for non-payment of rent, including the right to terminate the Lease, evict Tenant, and obtain possession of the Premises, as set forth above, if Tenant fails to pay the Association any amounts due pursuant to this Paragraph. Landlord, by execution of this Addendum, permits the Association to reveal any delinquencies to Tenant for this purpose. Without limitation, the Association may avail itself of such right to terminate the Lease, and evict the Tenant pursuant to Chapter 83 and/or 51 of Florida Statutes, and Landlord hereby appoints the President of the Association as Landlord's attorney-in-fact for the purpose of exercising this right and for no other purpose, except as elsewhere herein provided. This right of Association is cumulative and in addition to any and all other rights or remedies the Association has against Tenant or Landlord under the Governing Documents or applicable law. Moreover, failure of the Landlord or the Tenant to comply with the Association's demand hereunder shall constitute a material breach of this Addendum and the Lease.

14. USES. The Premises will be used solely as a dwelling to be occupied by no more than _____ persons, including children, which are permitted. Tenant will not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others, or in violation of the Governing Documents; Chapter 720, Florida Statutes; or any applicable law.

15. INSURANCE. Tenant will do nothing and permit nothing to be done on the Premises which will contravene any fire or other insurance policy covering the same.

16. THIRD PARTY BENEFICIARY. Tenant and Landlord acknowledge and agree that Association is a primary, intended third party beneficiary of the Lease and this

