Harbour Pointe of Miami Condominium

1251 North East 108th Street

Miami, Florida 3316

(305) 893-6820 Fax (305) 892-1409

**LEASE ADDENDUM**

**THIS ADDENDUM AGREEMENT is made and entered into this \_\_\_\_ day of\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(OWNER),\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(ADDRESS) (hereinafter referred to as “UNIT OWNER”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (TENANT), (hereinafter referred to as the “TENANT”).**

 **WHEREAS Harbour Pointe of Miami Condominium (hereinafter “Association”) is a Florida corporation –not-for-profit responsible for the operation and maintenance of Harbour Pointe of Miami Condominium.**

**\_\_\_\_\_\_\_\_ WHEREAS UNIT OWNER and TENANT have entered into a Lease for Unit \_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_ WHEREAS UNIT OWNER and TENANT agree to modify such Lease to include this Addendum**

 **NOW THEREFORE, in consideration of the following mutual covenants and promises, UNIT OWNER and TENANT agree as follows:**

1. **If, at any time during the tenancy of the Lease, UNIT OWNER shall become thirty (30) or more days delinquent in the payment of Assessments to the Association, UNIT OWNER and TENANT agree that Association shall have the power, right and authority to demand lease payments directly from the TENANT and deduct such past-due Assessments, costs and attorneys fees, if any may be delinquent, UNIT OWNER and TENANT agree that TENANT shall pay full rental to Association upon demand.**
2. **UNIT OWNER expressly absolves TENANT from any liability to UNIT OWNER for unpaid rent under the Lease Agreement if such payment is made directly to the Association upon demand from the Association.**
3. **The Association shall have the right to notify the UNIT OWNER of default in the payment of maintenance and/or assessments. In the event that the amounts are not paid in full within ten (10) days of such notification, the Association shall have the right to collect these amounts for the Unit from the TENANT.**
4. **Such notification of the election to collect rent shall be in written form addressed to the TENANT and copied to the UNIT OWNER. Such right to collect rent shall continue until the delinquency has been paid in full. At such time as there is no longer a delinquency, the Association shall instruct the TENANT to make future rental payments to the UNIT OWNER.**
5. **Should TENANT fail to comply with the Association’s demand within three (3)days of receipt of a demand for payment, the Association is hereby granted the authority to obtain a termination of tenancy, in the name of the UNIT OWNER, through eviction proceedings, or to seek injunctive relief or specific performance under the Addendum.**
6. **UNIT OWNER and TENANT further agree that if such legal action becomes necessary, the Association shall be entitled to recover reasonable attorneys’ fees and costs, including appeals, from UNIT OWNER. Any costs shall be deemed a special assessment against the Unit and collectible in the same manner as any special assessment, pursuant to the Declaration of Condominium.**

**IN WITNESS WHEREOF the undersigned has executed this Addendum this \_\_\_\_\_ day of \_\_\_\_\_20\_\_\_**

**UNIT OWNER TENANT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name: Print Name:**

**ASSOCIATION APPROVAL**

**Approved by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**