

**DADELAND WALK ASSOCIATION, INC.
ADDENDUM TO LEASE**

THIS ADDENDUM made this _____ day of _____, 20____, is attached to and forms an integral part of the lease to which it is attached, dated _____ for a term commencing _____ and expiring _____ (hereinafter referred to as the "Lease") by and between _____ (hereinafter referred to as "Lot Owner" or "Lessor") and _____ (hereinafter referred to as "Lessee") for the property located at _____ (hereinafter referred to as the "Lot") in Dadeland Walk. In the event this Addendum conflicts with, varies or modifies the terms and provisions of said Lease, then in such event, the terms and provisions of this Addendum shall control and govern the rights and obligations of the parties.

W I T N E S S E T H:

WHEREAS, Lessor is the Lot Owner of the Lot, and wishes to lease said Lot to Lessee; and

WHEREAS, Dadeland Walk Association, Inc., (the "Association"), pursuant to Section 21 of Article VII of the Declaration of Restrictions and Protective Covenants for Dadeland Walk (the "Declaration") has the right to approve leases of Lots within Dadeland Walk (the "Community") and in connection therewith the Association is requiring that this Addendum to Lease form be executed by Lessor and Lessee.

NOW, THEREFORE, in consideration of the terms set forth herein and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. All capitalized terms set forth in this Addendum shall have the meaning as set forth in the Declaration unless the context otherwise provides.
3. Lessee shall abide by and comply with the provisions of the Association's Declaration, By-Laws, Articles of Incorporation, and Rules and Regulations as same may be amended from time to time (hereinafter referred to as the "Governing Documents") and shall comply with all laws, ordinances, regulations and administrative rules applicable to the Lot including, but not limited to Chapter 720, Florida Statutes, (the "Homeowners' Association Act"). By executing this Addendum, the Lessee acknowledges receipt of the Governing Documents from the Lessor and acknowledges review of same.
4. In the event Lessor is delinquent in paying any monetary obligation due to the Association, the rent for the Lot shall be applied by the Lessee to pay such monetary obligation before payment of the balance, if any, of such rent to the Lessor. If any such monetary obligation due to the Association is not paid within thirty (30) calendar days after the due date, the Association shall notify

the Lessor of such delinquency by certified and regular mail to the last address furnished to the Association by Lessor and shall notify Lessee of same by certified and regular mail to the Lot address. Upon receipt of such notice, Lessee shall immediately pay to the Association the amount of such monetary obligation and shall deduct such sum paid to the Association from the next rental payment. Notwithstanding the foregoing, in the event the sums owing to the Association exceed the Lessee's rental payment, Lessee shall not be obligated to pay any sums in excess of such rental payment to the Association.

If any excess sums are due to the Association, the Lessee is authorized to continue to deduct such sums from each rental payment until such sums have been paid in full. Any such deductions by the Lessee shall not constitute a default by Lessee of Lessee's obligations under the Lease.

5. In the event the Lessee fails to comply with the Association's written request for rental payments as set forth in Paragraph 4 above, the Lessee shall be deemed in default under the Lease and subject to eviction proceedings as described in paragraph 6 of this Addendum, in addition to all other remedies the Association may have. The collection of rental payments from the Lessee shall not be deemed an election of remedies, and the Association may still proceed to collect the unpaid monetary obligations in accordance with the Governing Documents and the Homeowners' Association Act.
6. Lessee agrees to abide by this Addendum, the Governing Documents and all applicable laws, ordinances and regulations. If Lessee fails to comply with this Addendum, the Governing Documents or any applicable laws, ordinances and regulations, Lessor shall promptly commence action to evict Lessee. If Lessor fails to promptly commence action to evict Lessee, Lessor hereby authorizes the Association as the Lessor's agent and attorney in fact, to commence eviction proceedings. In the event the Association files an action for eviction, the Lessor and Lessee shall be jointly and severally liable for all attorney's fees and costs, including appellate proceedings. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings or to preclude the Association from pursuing any other available legal remedies.
7. The parties acknowledge that the application transfer/screening fee charged by the Association, in the sum of _____ Dollars (\$_____) per applicant, or such other amount as amended from time to time by the Board of Directors (the "Board"), shall be provided to the Association simultaneously with the giving of notice to the Association of the parties' intention to lease the Lot. The parties further acknowledge that the payment of such application fee is a condition precedent to the execution of the Lease.
8. Lessee shall not be entitled to occupy the Lot prior to receipt of written approval from the Board as specified in the Declaration. In the event the Lessee should occupy the Lot prior to receipt of written approval, Lessee's application to lease the Lot shall be automatically withdrawn.
9. The Lot shall be possessed, occupied and utilized solely for the purpose of a private single family residential dwelling and for no other purpose. Lessee warrants and represents that the only occupants of the Lot will be the

following individuals:

_____	_____
_____	_____

10. The Lessee shall not assign the Lease, nor sublet or permit the Lot or any part thereof to be used by others without the prior written approval of the Association.
11. The Lessee agrees not to keep anything in the Lot which will increase the insurance rates of the Association or interfere with the rights of other residents of the Association by creating unreasonable noises or otherwise; nor shall Lessee commit or permit any nuisance, immoral or illegal act in the Lot, or on the Common Areas, or other areas within the Community.
12. There shall be no extensions or renewals of the Lease without the prior written approval of the Board.
13. Lessee and Lessor specifically acknowledge that as of the expiration date of the term of the Lease, unless the appropriate approval has been obtained for an extension or renewal of the Lease with 30 days prior written notice, the Lessee shall have no access or use rights in the Community, including, but not limited to, all Common Areas and amenities except as an invited guest.
14. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders as appropriate.
15. The partial or complete invalidity of any one or more provisions of this Addendum, or any other instrument required to be executed by Lessee in connection with the leasing of the Lot, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.
16. Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner: (i) be deemed to make the Association a party to the Lease or this Addendum (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 landlord 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 Governing Documents as to the Association.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

LOT OWNER(S)/LESSOR(S):

LESSEE(S):

Receipt of this Lease Addendum is acknowledged by Dadeland Walk Association, Inc.
this ____ day of _____, 20____.

DADELAND WALK ASSOCIATION, INC.

By: _____

Title: _____