

Boca Linda North Association, Inc.
Uniform Addendum to Lease

_____, Boca Raton , FL 33486 (the “Unit”)

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

- A. The record title Owners of the Unit, whose name(s) and address are:

Name(s): _____

Address: _____

_____,
hereafter referred to as “Owner”; and

- B. The proposed Lessees/Tenants of the Unit, 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”.

RECITALS: The parties state and affirm as follows:

1. Owner wishes to lease the Unit to Tenant, and Tenant wishes to lease the Unit 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 Condominium of Boca Linda North, (“the “Declaration”), the Articles of Incorporation, By-Laws, and the Rules and Regulations, each as may be amended from time to time, (sometimes collectively referred to as the “Governing Documents”) of Boca Linda North Association, Inc. (the “Association”), and the parties seek the Association’s written consent to the proposed Lease by Tenant.

2. Article XIII of the Declaration, provides in part that no owner may lease an apartment without the written approval of the Association. Any lease shall be in writing and shall provide that the terms of the lease shall be subject in all respect to the provisions of the Declaration of Condominium and the Governing Documents. Any failure on the part of the Tenant to comply with the terms of the Declaration and Governing Documents shall be a default under the lease.

3. If the Tenant and Owner are seeking approval of a lease renewal, then the parties must submit an application to the Board at least 30 days prior to the expiration of the current lease or at least 30 days prior to the Owner and Tenant executing a lease renewal, whichever comes first.

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

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. The Association's approval shall automatically terminate upon the expiration of the original lease term, unless a renewal is approved in accordance with paragraph 3 above.
7. No portion of a Unit (other than the entire Unit) may be rented. The entire Unit must be occupied only by the Tenant(s) and their immediate family. No rooms may be rented and no transient tenants may be accommodated.
8. No lease of a Unit may be made for a period of less than three (3) months or more than one (1) year and a Unit may only be leased one time per a calendar year. The proposed tenants shall consist of not more than two (2) persons per bedroom.
9. All tenants aged 18 years or older agree to undergo a national and/or international criminal background screening.
10. The Unit shall not be leased to any individual listed on the Florida Department of Law Enforcement Florida Sexual Offenders and Predators database.
11. A proposed Tenant may be disapproved by the Association when the proposed tenant has a criminal history, including, but not limited to, convictions concerning the manufacture and/or distribution of controlled substances, convictions for violent crimes, and/or if the proposed tenant is a registered sexual offender or sexual predator.
12. The Unit shall not be leased to a proposed tenant who has been convicted of felony burglary/robbery/larceny within the past fifteen (15) years.
13. The Unit shall not be leased to a proposed tenant who has been convicted of possessing or selling a controlled substance within the past five (5) years.
14. If a Tenant is convicted of any felony, sexual offense, possession or sale of a controlled substance, convicted of a violent crime, or convicted of a crime concerning the manufacture and/or distribution of controlled substances during the lease term, the Lease will be terminated and All Tenants will be required to vacate the premises.

15. In the event that an individual aged 18 or older moves into the home without undergoing a criminal background screening, then the lease will immediately be terminated and All Tenants will be required to vacate the premises.

16. No Unit may be sub-let. No individual rooms may be leased or sub-let. "Sub-let" is hereby defined as leasing an individual room or portion of a Unit to another individual. A Unit shall not be subject to a "sublease". A "sublease" is defined as the leasing of an entire Unit to an individual or family, which lease is under or subject to the original lease.

17. Parking is only allowed at assigned parking stalls and guest stalls where available. No parking is allowed near the dumpster enclosure or adjacent condo units on the thru-traffic driveway. No street parking is permitted. Vehicles will be towed accordingly.

18. Notwithstanding anything contained within the lease, the Owner is and remains responsible for all maintenance obligations set forth in the Association's Governing Documents and shall be liable for any and all violations of the Association's Governing Documents as pertains to such maintenance. Notwithstanding anything contained within the lease, the Owner is and remains responsible for all maintenance obligation set forth in the Association's Governing Documents and shall be liable for any and all violations of the Association's Governing Documents.

19. If the Owner is delinquent in the payment of any assessment, fine or fee or the Unit is in violation of any provision of the Governing Documents, including but not limited to architectural violations, at the time approval of the proposed Lease of a Unit is sought, the Association shall disapprove the proposed Lease, the Lease will not be made, and no occupancy of the Unit by the proposed Tenant shall be permitted.

20. 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 in accordance with Section 718.116(11), as same may be amended or renumbered from time to time. 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.

21. It shall be the responsibility of the Owner to provide Tenant with a copy of the Declaration, the Articles of Incorporation, By-laws, and Rules and Regulations of the Association (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 Unit, 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.

22. 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 Unit by the proposed Tenant shall occur until the Association has issued its written approval of the Lease to the Owner. Any occupancy of the Unit 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 Unit and/or shall require the Owner to promptly seek to removal of the unauthorized Tenant from the Unit by legal process.

23. All persons who intend to occupy a Unit must appear before the Board of Directors for an in person interview before they can be approved to occupy the Unit.

24. The Tenant agrees not to use the demised premises, or keep anything in the Unit which will 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 Unit, or on the common areas.

25. The Tenant covenants to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles and Bylaws of the Association, 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.

26. 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, its Exhibits, the Florida Statutes Chapter 718 and the Rules and Regulations of the Association.

27. 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 and sue for eviction under Chapter 83, Fla. Stat., as if the Association were a landlord under Part II of Chapter 83. 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.

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

Signed, sealed and delivered
in the presence of:

_____	Owner: (sign): _____
Witness	(print): _____
_____	Owner: (sign): _____
Witness	(print): _____
As to Owner(s)	

_____	Tenant: (sign): _____
Witness	(print): _____
_____	Tenant: (sign): _____
Witness	(print): _____
As to Tenant(s)	

ASSOCIATION:

Boca Linda North Association, Inc.

By: _____
Print Name: _____
Title: _____
Date: _____