

**WINDSOR PLAZA CONDOMINIUM ASSOCIATION, INC.  
LEASE ADDENDUM**

**THIS ADDENDUM** is made to the Lease (“Lease”), dated \_\_\_\_\_, 200\_,  
between \_\_\_\_\_ (“Landlord”), and \_\_\_\_\_  
\_\_\_\_\_ (“Tenant”).

**WITNESSETH THAT:**

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant(s) hereby agree as follows:

**I. Applicability of Condominium Instruments:**

A. Condominium Instruments and Rules.

Tenant’s right to use and occupy the Condominium unit at \_\_\_\_\_  
\_\_\_\_\_ (“Premises”) shall be subject and subordinate  
in all respects to the provisions of the Declaration Windsor Plaza Condominium and Bylaws of Windsor Plaza Condominium (collectively the “Condominium Instruments”) and to such Rules and Regulations of Windsor Plaza Condominium (“Rules and Regulations”), as may from time to time be adopted by the Board of Directors of the Windsor Plaza Condominium Association, Inc. (“Association”). Tenant acknowledges receiving a copy of the Condominium Instruments and the Rules and Regulations from Landlord.

B. Violations.

1. Any violation of the provisions of the Condominium Instruments or the Rules and Regulations shall constitute a default of the Lease. To correct any violations, the Association shall have the right to take enforcement action against the Landlord, the Tenant, or both, for injunctive relief, damages, or any other remedy available under the law. If the Tenant is in violation of the Condominium Instruments or Rules and Regulations, and the violation is not cured within twenty-one (21) days of the date of certified mail notice of the violation from the Association, the Landlord shall notice a notice of eviction upon the Tenant within five (5) days, shall initiate eviction proceedings within forty-five (45) days, and secure eviction within one-hundred twenty-five (125) days of the date of written notice from the Association requesting eviction. If the Association has previously served written notice upon the Landlord and Tenant for a violation of the Condominium Instruments and/or the rules and regulations and the Tenant or Landlord cured the violation, and the Tenant intentionally commits a subsequent violation of a similar nature, the Association may demand the Landlord evict the Tenant without providing an opportunity to cure the violation. In addition, if the violation involves a criminal or willful act, which is not remediable and poses a threat to health and safety, the Landlord shall immediately initiate eviction proceedings and shall proceed to obtain possession of the Premises.

2. Landlord hereby assigns to the Association the right to proceed with eviction proceedings against Tenant, at Landlord's expense, in the event Landlord fails to initiate eviction proceedings within forty-five (45) days of the date of a request to do so from the Association pursuant to this provision. Landlord and Tenant acknowledge that the assignment of the right to pursue eviction for any violation does not confer any obligations of the Landlord upon the Association.

C. Rights Granted.

The Tenant shall have a leasehold estate in the Premises for the specified lease term together with a license granting Tenant, for the lease term, Landlord's rights to use the common elements of the Association, provided that Tenant and Tenant's family, household members, guests, invitees, licensees, employees and agents exercise such license in accordance with the provisions of the Condominium Instruments and Rules and Regulations. The Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.

D. Indemnification.

The Tenant shall defend, indemnify and hold harmless Landlord and the Association from and against any claim, injury or damages, direct or indirect, including reasonable attorney's fees and costs, incurred as a result of Tenant's occupancy of the Premises or from any non-compliance by Tenant with the provisions of any of the Condominium Instruments, Rules and Regulations, or any other covenant of the Lease.

E. Damage.

The Tenant and the Landlord shall be jointly and severally liable to the Association for any damage to the common elements and any related costs, including reasonable attorney's fees incurred (whether or not a suit is actually commenced in court), caused by the act, omission, neglect or carelessness of Tenant or that of Tenant's family, household members, guests, invitees, licensees, employees or agents.

**II. Uses.**

The Premises shall be used solely as a residential dwelling. Tenant shall not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others and Tenant shall comply with all applicable laws and ordinances.

**III. Insurance.**

Tenant shall do nothing and permit nothing to be done on the Premises, which may contravene any fire or other insurance policy covering the Premises. If Tenant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant and the Landlord shall be jointly and severally obligated to pay such increase.

**IV. Remedies.**

The remedies of the Association set forth herein are cumulative of all other remedies available to the Association pursuant to the Condominium Instruments, Rules and Regulations and all applicable laws and are not the Association's sole remedies.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be duly executed on \_\_\_\_\_, 200\_\_

LANDLORD:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

TENANT(S)

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Unit Address  
\_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed as the Landlord to the foregoing Lease Addendum bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, has acknowledged the same before me in my county aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed as the Landlord to the foregoing Lease Addendum bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, has acknowledged the same before me in my county aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed as the Tenant to the foregoing Lease Addendum bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, has acknowledged the same before me in my county aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed as the Tenant to the foregoing Lease Addendum bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, has acknowledged the same before me in my county aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_