

Surrey Hill Condominium Lease Addendum

This Lease Addendum to a Unit in Surrey Hill Condominium ("Addendum") is made as of the same date that a lease agreement has been entered into between an owner in Surrey Hill Condominium and a prospective tenant. This Addendum is attached to and is to be made a part of the lease agreement between the owner and the tenant as signed below.

1. Tenant agrees to abide by all provisions of the Association's Declaration of Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations, and all other applicable governing documents (the "Governing Documents"). Tenant acknowledges receipt of a copy of the Governing Documents and Tenant further acknowledges that Tenant's failure to abide by the terms of the Governing Documents shall constitute a material breach of this Lease Addendum and their Primary Lease.
2. The parties agree that all the covenants and agreements contained in this Lease Addendum shall be deemed to be part of the Primary Lease and incorporated entirely therein as if included originally. The parties further agree that in case of a conflict between the terms of this Lease Addendum and the Primary Lease, the terms of this Lease Addendum shall take precedence.
3. The Primary Lease is subject to and consistent with the provisions of the Governing Documents as they may be amended from time to time. In the event of an inconsistency between the Primary Lease and the provisions of the Governing Documents, the provisions of the Governing Documents shall take precedence.
4. Owner/Landlord hereby transfers and assigns to Tenant for the term of the Primary lease any and all rights and privileges that Owner/Landlord has to use the Association's common elements, including but not limited to the use of any and all recreational facilities and amenities. Owner/Landlord and Tenant acknowledge that the Association reserves the right to withhold access to common element amenities from Tenant for any reason that it would under the terms of the Governing Documents be authorized to refuse an owner such access, including Tenant's failure to comply with any of the provisions of the Governing Documents, or Owners failure to pay monthly assessments when due.
5. Tenant shall have the right to park two (2) automobiles in the Association's parking areas. All vehicles must be registered with the Association and must have a parking permit affixed to its cars. Before getting a permit to park a vehicle in the Association's parking areas, Tenant must provide an executed copy of their Primary Lease and this Lease Addendum to the Association. Tenant must follow all of the Association's parking rules and is subject to the penalties stated therein for all violations.
6. In the event of a default by Tenant in the performance of the terms of the Primary Lease or this Lease Addendum, or the Declaration, By-Laws and/or Rules and Regulations of the

Association, then, in addition to all other remedies which it may have, the Association or its representative shall notify the Owner/Landlord of the default, and demand that it be corrected through the Owner/Landlord's efforts within thirty (30) days after such notice. If the default is not corrected within thirty (30) days the Owner/Landlord shall immediately thereafter, at his or her own cost and expense, institute and diligently prosecute an eviction action against Tenant. The eviction action shall not be settled without the prior consent of the Association or its representative. In the event the Owner/Landlord fails to fulfill the foregoing obligation, the Association has the right, but not the duty, to institute and prosecute an eviction action as attorney-in-fact for the Owner/Landlord at the Owner/Landlord's sole cost and expense, including all legal fees incurred. The Owner/Landlord hereby irrevocably names, constitutes, appoints and confirms the Association, as his or her attorney-in-fact, to take all actions as it deems appropriate on his or her behalf. All costs and attorney fees incurred by the Association to enforce the terms of the Primary Lease, or this Lease Addendum, or of the Declaration, By-Laws and or Rules and Regulations of the Association, or to evict Tenant pursuant thereto, will be assessed against the unit and the Owner thereof and shall be deemed to constitute a lien on the unit involved. The Association may enforce collection of the lien in the same manner as an assessment. Both the Owner/Landlord and Tenant acknowledge that the Association is a third-party beneficiary of the Primary Lease and this Lease Addendum.

7. Any lease between an Owner and a Tenant must be for a period of not less than 12 consecutive months. Also, the names of all family members who will reside in the unit during the lease term must be included as Tenants on the lease.
8. No pets shall be permitted at any time in the unit.
9. The unit rented by the Tenant must be used for single family residential purposes only.

OWNER

Name:

TENANT

Name: