

**ADDENDUM TO LEASE AGREEMENT BETWEEN LANDLORD AND TENANT AND
CONDITIONAL ASSIGNMENT OF RENTS FROM LANDLORD TO ASSOCIATION**

The provisions contained herein modify the lease agreement (“Lease”) between _____ (“Landlord”) and _____ (“Tenant”), entered into on _____, for the lease of real property located at _____.

This Addendum also serves as an agreement between Landlord, Tenant, and Wildcat Run Community Association, Inc. (“Association”) to assign rents payable to Landlord, pursuant to the Lease, from Landlord to Association for past-due and owing assessments, interest, costs and reasonable attorney’s fees, which amounts are due pursuant to obligations of Landlord arising from the Amended and Restated Declaration of Covenants and Restrictions, recorded at Instrument No. 2007000210718 *et seq.*, of the Public Records of Lee County, Florida, and all amendments thereto.

Prior approval to lease a Unit must first be obtained from the appropriate Sub-Association, if required, and then from the Directors of the Wildcat Run Community Association, Inc.

Execution of this Addendum is a required condition of rental of a unit, pursuant to the authority of the Association contained in the Amended and Restated Declaration of Covenants and Restrictions.

The Landlord and Tenant hereto expressly agree that the Lease shall be amended as provided herein and the following terms shall be incorporated into the Lease. Landlord and Tenant further agree that Association shall be considered a named party to the Lease and this Addendum for the limited purpose of enabling Association to enforce the provisions of the Governing Documents and the covenants of this Addendum. In the event of any conflict between the terms and conditions of the Lease and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto. Further, Landlord and Tenant also acknowledge and agree, that in connection with the approval of the lease application by the Association, it will be necessary for the Association to obtain and consider information regarding Tenant and all proposed occupants of the Unit, Tenant specifically authorizes Association to obtain and consider background information, including financial information, if deemed appropriate by the Association, personal references, and other information deemed relevant by Association. Further, Landlord and Tenant acknowledge that Association may require an interview with prospective Tenants/occupants of a Unit, prior to occupancy. Landlord and Tenant agree that no proposed Tenant or occupant shall take possession of a Unit prior to the approval of the lease application by the Association. Landlord and Tenant represent that all information contained in the application for lease (and supporting materials) submitted to the Association are complete, accurate, and truthful. Landlord and Tenant acknowledge that intentional or negligent material omissions or misrepresentations in the application and supporting materials shall constitute grounds for disapproval of a lease application request, or termination of the lease if such omissions or misrepresentations are discovered after approval thereof.

Further, the parties agree as follows:

1. **Use:** The Tenant (which term shall at all times in this Addendum include all proposed Occupants of the Unit) will use the premises only for single family, residential purposes by Tenant and his family members who have been listed and approved in Tenant's application for Association approval of this Lease. Single family shall mean one person or not more than two unrelated persons living together as a single housekeeping unit or three or more persons living together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption. Tenant will make no unlawful, improper or offensive use of the leased property, nor permit the commission of any act which constitutes a public or private nuisance.

2. **Compliance With The Governing Documents:** Any infraction of the provisions or restrictions set forth in the Amended and Restated Declaration of Covenants and Conditions, the Amended and Restated Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations (hereinafter "Governing Documents"), or of any additional Covenants or restrictions of any applicable Condominium Association ("Sub-Association") by the Tenants or their family, guests or invitees shall be deemed a breach of the Lease, and Association, with or without the participation of the Landlord, or the Landlord alone shall have the option to terminate the Lease. Tenant acknowledges, by signing this Addendum, that he has read, understands, and agrees to abide by the Governing Documents.

3. **Motor Vehicles/Parking.** Tenant agrees to abide by all parking rules established now or in the future by the Association. Vehicles must be currently licensed, owned by the Tenant, registered, operational, and properly parked. Parking of automobiles, trucks and other motor vehicles on or along streets and roads within the Community will not be permitted. No trucks, commercial vehicles, governmental vehicles, buses, open-bed vehicles, campers, mobile homes, motor homes, motorcycles, motor scooters, mopeds, golf carts, off road vehicles, inoperable vehicles, boats, or trailers of any kind shall be parked or stored on any Lot or driveway, unless parked within a garage. Any vehicle not meeting the above requirements and additional rules of the Association shall be deemed an unauthorized vehicle, which shall be subject to being towed at owners expense. Tenant agrees to indemnify or hold harmless Landlord and Landlord's agents for any expenses incurred due to the towing of any vehicles belonging to Tenant, Tenant's family members, visitors, guests, or invitees. Tenant also agrees to indemnify and hold harmless Landlord and the Association for all costs, fines, and attorney's fees related to the parking or operation of a motor vehicle on the Premises.

4. **Transponders.** Vehicle transponders or window decals will not be provided to tenants with leases less than twelve (12) months; however, passes will be issued on a rolling thirty (30) day basis.

5. **Pets.** Pets (dogs, cats and other household pets) are limited to two (2) and must be on a leash and attended by a responsible adult outside of the home. (See complete Rules in the Association's "Rules and Design Review Requirements.")

6. **Association Authority To Enforce Addendum Terms:** Landlord and Tenant further agree that Association may act in its own rights, or in cases where Landlord fails to act in a timely manner, as Landlord's agent, to terminate the Lease and may institute proceedings

against Tenant, in Landlord's name, or in Association's name in its own right. In either such cases, Landlord shall be responsible to Association for all expenses incurred, including attorney's fees, without waiver of the right of any action by Landlord against Tenant.

7. **Assignment or Sub-Leasing/Renewal:** No assignment of the Lease or sub-leasing of any part of the leased property by the Tenant shall be valid without the consent of Association. Renting of rooms and "rent-sharing" is prohibited. The Lease shall not be renewed or extended, nor shall Tenant hold over the premises, without the prior approval of the Association

8. **Limitation of Liability/Hold Harmless and Indemnity:** The Association shall not be liable to Landlord, or to Tenant, or Tenant's family, agents, guests, invitees, employees or servants for damage to persons or property caused by other residents or other persons. Tenant recognizes that Association does not warrant the security of the property, and is not responsible for safety of Tenant, other unit occupants, nor their property. Landlord and Tenant jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to person or property arising from Tenant's use of the premises, or from any activity or work permitted to be suffered by Tenant in or about the premises. Association shall not be liable for personal injury, or damages to Tenant's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that Association has been negligent in maintenance of common elements which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Tenant agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other person upon the premises.

9. **Default/Enforcement:** If the Tenant fails to comply with any of the material provisions of the Governing Documents, or materially fails to comply with any duties imposed by him by the Lease, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Landlord or Association specifying the noncompliance and indicating the intention of the Association or Landlord to terminate the Rental Agreement by reason thereof, Association or Landlord may terminate the Rental Agreement. Association and/or Landlord shall have no obligation to allow Tenant to cure such violations if such noncompliance is of a nature that Tenant should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes (2012), as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by Association or Landlord of a similar violation. In such instances, Association or Landlord may deliver a written notice to Tenant specifying the noncompliance and the Association's or Landlord's intent to terminate the Lease by reason thereof. Examples of noncompliance which are of a nature that the Tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the Landlord's or Association's property by intentional act or a subsequent or continued unreasonable disturbance. Examples of noncompliance which are of a nature that Tenant will be given an opportunity to cure include, but are not limited to, activities such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. Landlord and Tenant acknowledge Association may tow away or cause to be towed away vehicles that are parked on Association Property in contravention of the Governing Documents. Landlord and Tenant also recognize that Association shall have the right

to terminate the Lease and/or institute evictions or other proceedings against Tenants, for violation of the Governing Documents as set forth above. Further, the parties recognize that the Association may levy fines against a unit for violation of the Governing Documents. Fines may be levied for violations, without opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine. Landlord and Tenant shall be jointly and severally liable for the payment of any fine duly levied by the Association, arising out of the conduct of Tenant, his family, guests, and invitees. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph #9 of this Addendum with respect to the collection of fines.

10. **Costs and Attorney's Fees:** If either the Landlord or the Tenant fails to comply with the agreements, conditions or covenants of the Lease or this Addendum, including violations of the Governing Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorney's fees of that action, at the arbitration, trial or appellate levels.

11. **Right to Receive Rental Income:** In the event Landlord is delinquent in Landlord's obligation to pay to Association any annual or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to require Tenant to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to Tenant and Landlord. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Tenant or Landlord. Failure of Tenant to pay to Association the rental installments, or portions thereof, as specified in said notice, shall entitle Association to terminate this Lease and/or evict Tenant. Tenant shall be entitled to set off against rent payable to Landlord for any and all amounts paid by Tenant to Association hereunder.

12. The Landlord hereby expressly consents to and authorizes the Association, its attorney, and agents to contact the Tenant in the event that the Landlord becomes delinquent with his obligations to the Association. The purpose of such communication and contact will be to enforce the provisions of this Addendum by providing the Landlord and Tenant the notices described in Paragraph 9 above.

13. **Miscellaneous:**

A. **Binding Effect:** The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Addendum.

B. **Waiver:** The failure of Association to enforce its rights as set forth in Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. **Modification:** This Addendum may only be modified by an instrument signed by Landlord, Tenant and Association.

D. **Captions:** The captions contained in this Addendum are for convenience sake only, and are not intended to constitute substantive provisions of this Addendum, nor restrict the subject matter hereof.

E. **Gender:** All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. **Governing Law/Venue:** This Addendum is governed by the laws of Florida. Venue for any action lies in Lee County.

G. **Anti-Discrimination Policy:** Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status, or handicapped status.

LANDLORD:

By: _____
(Printed name)

(Signature)

Date: _____

Landlord's Email Address: _____

Landlord's Telephone number: _____

TENANT:

By: _____
(Printed name)

By: _____
(Signature)

Date: _____

Tenant's email address: _____

Tenant's Telephone number: _____