

**KEY COLONY NO. 1 CONDOMINIUM 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 "Owner" or "Lessor") and \_\_\_\_\_ (hereinafter referred to as "Lessee") for Unit # \_\_\_\_\_ of Key Colony No. 1 Condominium located at 201 Crandon Boulevard, Key Biscayne, FL 33149 (hereinafter referred to as the "Unit"). 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.

**WITNESSETH:**

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

**WHEREAS**, Key Colony No. 1 Condominium Association, Inc. (the "Association"), pursuant to of Article 18 of the Association's Declaration of Condominium (the "Declaration"), has the right to approve leases of residential units within Key Colony No. 1 Condominium (the "Condominium") 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, 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 Unit including, but not limited to Chapter 718, Florida Statutes, (the "Condominium 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 the payment of any regular maintenance assessments or special assessments due to the Association, the rent for the Unit shall be applied by the Lessee to payment of any delinquent assessment or installment thereof due to the Association before payment of the balance, if any, of such rent to the Lessor. If any such assessments and installments are not paid within ten (10) 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 regular mail to the Unit address. Upon receipt of such notice, Lessee shall immediately pay to the Association the amount of such delinquent assessment, including any accelerated assessment amounts, late fees, interest, collection costs and attorney's fees (if any), and shall deduct such sums 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 pay delinquent assessments and costs and fees incidental thereto, 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 delinquent assessments in accordance with the Governing Documents and the Condominium Act, including but not limited to the filing of a claim of lien, foreclosure, and personal money actions.
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 incurred in such action, including any 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. Prior to occupancy of the Unit, Lessee shall be required to place in escrow with the Association a security deposit equivalent to the sum of One Thousand Dollars (\$1,000.00), which may be used by the Association to repair any damages to the Common Elements or Association property resulting from any acts or omissions of the Lessee (as determined in the sole discretion of the Board of Directors). The Lessor shall be jointly and severally liable with the Lessee to the Association for any amount in excess of such sum which may be required by the Association to affect such repairs. Such security deposit shall be administered in accordance with Part II of Chapter 83, Florida Statutes. Lessee shall not be entitled to interest on the security deposit.
8. Lessee shall not be entitled to occupy the Unit prior to receipt of written approval from the Board of Directors as specified in Article 18 of the Declaration. In the event the Lessee should occupy the Unit prior to receipt of written approval, Lessee's application to lease the Unit shall be deemed automatically withdrawn.
9. The Unit 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 Unit will be the following individuals:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

10. In accordance with Section 17.3 of Article 17 of the Declaration, the Lessee shall not

maintain any pets in the Unit.

11. The Association and/or its authorized agent(s) shall have the irrevocable right to have access to the Unit as may be necessary for inspection, maintenance repair or replacement of any Common Elements accessible therefrom, or for making emergency repairs necessary to prevent damages to the Common Elements or other units.
12. The Lessee shall not assign the Lease, nor sublet or permit the Unit or any part thereof to be used by others without the prior written approval of the Association.
13. The Lessee agrees not to keep anything in the Unit 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 Unit, or on the Common Elements, or the Limited Common Elements.
14. There shall be no extensions or renewals of the Lease without the prior written approval of the Association.
15. All vehicles must be parked in the parking space assigned as an appurtenance to the Unit.
16. 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, the Lessee shall have no access or use rights in the Association's property, including, but not limited to, all Common Elements and amenities except as an invited guest. In connection with the termination of the Lessee's use rights as specified above, Lessee and Lessor specifically acknowledge that the Association, at its option, shall have the authority to deactivate and/or terminate all entry devices and/or other means for the Lessee to access the Condominium and/or the Unit as of the expiration date of the term of the Lease.
17. 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.
18. 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 Unit, 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.
19. 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:

OWNER(S)/LESSOR(S):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

LESSEE(S):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Receipt of this Lease Addendum is acknowledged by Key Colony No. 1 Condominium Association, Inc. this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

KEY COLONY NO. 1 CONDOMINIUM ASSOCIATION, INC.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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