



Portofino Shores Property Owners Association, Inc

LEASE ADDENDUM

This document serves as an addendum to the Primary Lease Agreement executed on the - day _____ of _____, 20____, between _____ Owner of _____ located in the Portofino Shores Community, hereinafter referred to as "Member/Landlord"), and _____, (hereinafter referred to as "Renter"). In addition to signing this Lease Addendum, the Member/Landlord and Renter shall thoroughly read and initial each section in acknowledgement and understanding of the terms described herein.

1. Renter agrees to abide by all provisions of the Association's Declaration of Covenants, Conditions and Restrictions, Bylaws, Rules and Regulations and all other applicable documents (the "Governing Documents"). Renter further acknowledges that Renter's failure to abide by the terms of the Governing Documents shall constitute a material breach of this Lease Addendum and the Lease.' _____

2. Both parties agree that all covenants and agreements contained in this Lease Addendum shall be deemed to be a 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 the Lease Addendum shall take precedence. _____

3. The Lease is subject to and consistent with the provisions of the Governing Documents, as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Governing Documents, the provisions of the Governing Documents shall take precedence. _____

4. Member/Landlord hereby transfers and assigns the Renter for the term of the Lease any and all rights and privileges that the Member/Landlord has to use the Association's common elements, including, but not limited to, the use of any and all recreational facilities and amenities. Member/Landlord and Renter acknowledge that the Association reserves the right to withhold access to common element amenities from Renter for any reason that it would, under the terms of the Governing Documents, be authorized to refuse a member such access, including Renter's failure to comply with any of the provisions of the Governing Documents, or the Member's/Landlord's failure to pay monthly assessments when due. _____



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5. All vehicles must be registered with the Association and maintain the gate card in the vehicle to which it is assigned. In order to get the gate cards registered, the renter must submit a completed Rental Application Package, including an executed copy of the Lease and Lease Addendum, must provide a copy of the vehicle registration and drivers license and must attend a mandatory Rental Orientation with the Association's managing agent. Renter must follow all of the Association's parking rules and vehicle restrictions set by the Governing Documents and is subject to penalties stated therein for all violations. _____

6. In the event the Member/Landlord fails to pay the Homeowner's Association fees, and those fees remain in default for 90 days, the Member/Landlord authorizes the Renter to withhold from rent the delinquent amount and further authorizes the Renter to pay the amount withheld to the Association. _____

7. Member/landlord agrees' to be secondarily liable to the Association for any damage caused to the common elements by the Renter, the Renter's family or guests. Member/Landlord further agrees to reimburse the Association for any repairs necessary within 30 days of notice from the Association or the costs incurred for the repairs will be added to the fees due to the Association. _____

8. Member/Landlord agrees that if any fines are imposed against the Renter, Renter's family or guests remain unpaid for a period of 30 days, Member/Landlord shall become responsible for the payment of the fines, which will be added to the fees due to the Association.

Member/Landlord Signature _____
Date

Renter Signature _____
Date

Renter Signature _____
Date