

**THE SHORES AT BERKSHIRE LAKES MASTER HOMEOWNER'S ASSOCIATION, INC.**

**ASSOCIATION ADDENDUM TO LEASE AGREEMENT**

WHEREAS, Sections 3.10 and 9.4.5 of the Amended and Restated Declaration of Restrictions and Protective Covenants provide that the Association has authority as a condition of approving a Lease to require that the Tenant and the Owner enter into a Lease Addendum; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced sections of the Amended and Restated Declaration of Restrictions and Protective Covenants, to require the use of a uniform lease addendum to protect the Association and the Owners when a Unit is leased.

NOW THEREFORE, the following Rules are adopted.

1. All Leases of a Unit must be approved by the Association in advance and in writing as required by Section 9.4 of the Amended and Restated Declaration of Restrictions and Protective Covenants.

2. All Leases must also be accompanied by the Uniform Lease Addendum which is attached hereto as Exhibit "A". The Uniform Lease Addendum must be signed by the Owner, the proposed Tenant, and, upon approval by the Association, the Association's designated representative.

3. Failure to include the attached Uniform Lease Addendum will result in denial of the proposed Lease by the Association.

**THE SHORES AT BERKSHIRE LAKES  
MASTER HOMEOWNER'S ASSOCIATION, INC.**

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Signed by President

Date: \_\_\_\_\_

Exhibit "A"

**ADDENDUM TO APPROVED LEASE AGREEMENT  
AND ASSIGNMENT OF RENTS FROM LANDLORD TO ASSOCIATION FOR AMOUNTS OWED**

The provisions contained herein modify the lease agreement ("Lease") between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant"), entered into on \_\_\_\_\_, for the lease of real property located at \_\_\_\_\_, and serve as an agreement between Landlord and The Shores at Berkshire Lakes Master Homeowner's Association, Inc. ("Association") to assign rents payable to Landlord pursuant to the Lease from Landlord to the Association for past-due and owing assessments, interest, costs, and reasonable attorneys' fees, which amounts are due pursuant to obligations of Landlord arising from the Amended and Restated Declaration of Restrictions and Protective Covenants, recorded at Instrument No. 5732800 in the Public Records of Collier County, Florida, and all valid amendments thereto.

Execution of this Addendum is a required condition of rental of a Unit, pursuant to the authority of the Association contained in the Declaration. 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 purpose of enabling the Association to enforce the provisions of its 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.

Landlord and Tenant further 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, and Tenant specifically authorizes the Association to obtain and consider background information, including financial information, if deemed appropriate by the Association, personal references, and other information deemed relevant by the Association. Further, Landlord and Tenant acknowledge that the 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 until at least five (5) days following receipt of the Association's written approval of the Lease. 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, or termination of the Lease if such omissions or misrepresentations are discovered after approval thereof.

1. **USE:** 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 natural person; two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage, or adoption to each of the others; or two or more natural persons meeting the requirements of the preceding provision, except that there is among them not more than one person who is not so related to some or all of the others. 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 Declaration, Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended from time to time (hereinafter the "Governing Documents") by the Tenants or their Family, Guests, or invitees shall be deemed a breach of the Lease, and the Association or Landlord shall

have the option to terminate the Lease Agreement and resume possession of the property. Tenant acknowledges, by signing this Addendum that he or she has read, understands, and agrees to abide by the Governing Documents and that the failure to comply with same may result in various legal remedies, including, without limitation: the suspension of use privileges; the levy of fines; the initiation of legal action in court or arbitration; eviction; the denial or revocation of parking passes; and the recovery of attorneys' fees by the Association in any legal action, including evictions.

3. **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 attorneys' fees, without waiver of the right of any action by Landlord against Tenant.

4. **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 the Association. Renting of rooms and "rent-sharing" is prohibited. The Lease Agreement shall not be renewed or extended, nor shall Tenant hold over the premises, without the prior approval of the Association.

5. **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 the Association does not warrant the security of the property, and is not responsible for the safety of Tenant, other Unit Occupants, nor their property. Landlord and Tenant jointly and severally agree to indemnify and hold the 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 the Association has been negligent in maintenance of Common Areas 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.

6. **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 on him or her 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 the Association specifying the noncompliance and indicating the intention of the Association or Landlord to terminate the Lease by reason thereof, the Association or Landlord may terminate the Lease. 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 (2019), 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 the Association or Landlord of a similar violation. In such instances, the 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 Agreement 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 the 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 that the Association may tow away or cause to be towed away vehicles that are parked on the premises in contravention of the Governing Documents. Landlord and Tenant also recognize that the 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 violations 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 imposition 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 8 of this Addendum with respect to the collection of fines.

7. **COSTS AND ATTORNEYS' 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, mediation, 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 attorneys' fees of that action, at the mediation, arbitration, trial, or appellate levels.

8. **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, the 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 the Association, upon the Association giving written notice of the exercise of such right to Tenant and Landlord. This right of the Association is cumulative and in addition to any and all other rights or remedies the Association may have against Tenant or Landlord. Failure of Tenant to pay to the Association the rental installments, or portions thereof, as specified in said notice, shall entitle the 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 the Association hereunder.

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 this paragraph 8.

10. **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 the Association to enforce its rights as set forth in this 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 the 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 Collier County.

G. Anti-Discrimination Policy: The 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(S):

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT(S):

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ASSOCIATION:

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

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

Date: \_\_\_\_\_