

STANDARD LEASE ADDENDUM

NEWCASTLE CONDOMINIUM ASSOCIATION, INC. (“ASSOCIATION”)

This Standard Lease Addendum is entered into this _____ day of _____, 20____, by and between _____ (“Landlord or Lessor”) and _____ (“Tenant or Lessee”).

WHEREAS, Landlord and Tenant have entered into a lease agreement for the lease of unit _____ in Newcastle Condominium (“lease”), which has a physical address of _____ (the “unit”); and

WHEREAS, as a material condition of the Association’s decision to approve the lease, the Association has required the Landlord and Tenant to adopt this Standard Lease Addendum, which supplements and amends the lease.

NOW, THEREFORE, for and in exchange of good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant agree as follows.

1. The above recitals are true and correct.
2. The unit may not be leased more often than four (4) times in any twelve (12) month period, and the unit shall not be leased for a term of less than thirty (30) days. The first day of occupancy under the tenancy shall determine when the lease term commences. No lease of the unit may be for a period of more than one (1) year, and any extension or renewal of a lease shall be treated as a new lease such that the Board of Directors has the right (but not the obligation) to require notice and approval of such extended or renewed lease in accordance with section 13.1 of the Declaration of Condominium (“Declaration”). No subleasing or assignment of lease is allowed for any portion of the unit.
3. No but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.
4. If the lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 of the Declaration. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.
5. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term.

6. All of the provisions of the Florida Condominium Act, the Newcastle condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying the unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium Act and the condominium documents, designating the Association as the Landlord's agent with the authority to terminate the lease, or any extension thereof, and evict the Tenant in the event of breach of such covenant, shall be deemed to be included in the lease, whether oral or written, and whether specifically expressed in the lease or not. The Association's right to terminate the lease and evict shall be under section 83.56(2)(a), Florida Statutes, and in such event the Association shall have a right of action for possession under section 83.59, Florida Statutes. Should the Association exercise such rights to evict and take possession, it shall do so without any liability to the Landlord and the Landlord hereby releases and holds the Association harmless for any loss, damage or other liability incurred as the result of the Association pursuing the above remedies. The Association's current rules and regulations are attached and incorporated into this Standard Lease Addendum.

7. In the event of a conflict between any provisions of the lease and this Standard Lease Addendum, this Standard Lease Addendum shall control.

Agreed and acknowledged this ____ day of _____, 20 ____.

Landlord / Unit Owner

Tenant

 Print Name: _____
 Date: _____

 Print Name: _____
 Date: _____

 Print Name: _____
 Date: _____

 Print Name: _____
 Date: _____