

LEASE ADDENDUM

MILANO II ASSOCIATION, INC. (“ASSOCIATION”)

This 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 dwelling unit _____ in the Milano community (“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 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. Only entire units may be rented. The unit may not be leased more often than two (2) times in any calendar year, and the unit shall not be leased for a term of less than six (6) months (or 180 days). The first day of occupancy under the tenancy shall determine when the lease term commences. No subleasing or assignment of lease is allowed for any portion of the unit.
3. 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. Any Owner with a lease renewal that is not submitted at least thirty (30) days prior to the lease expiration date, will be subject to a fine of \$100.00 per each day it was late.
4. Only the lessee, his or her family members within the first degree of relationship by blood, adoption or marriage, and his or her spouse may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.
5. If the lessee absents himself or herself from the unit for any period during the lease term, his or her family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests. If the lessee and all the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.
6. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term.

7. All of the provisions of the Homeowners' Act ("HOA Act"), the governing documents for Milano Recreation Association, Inc. and applicable sub-neighborhood association (i.e., Milano I Residents' Association, Inc., Milano II Residents' Association, Inc., Milano III Residents' Association, Inc. and Milano IV Residents' Association, Inc.) 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 HOA Act and the Association's 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 Lease Addendum.

8. In the event of a conflict between any provisions of the lease and this Lease Addendum, this 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: _____