

Lake Harbour Towers South COA, Inc.

c/o Sea Breeze Community Management Services, Inc.

4227 Northlake Boulevard

Palm Beach Gardens, FL. 33410

Phone: (561) 626-0917 Fax: (561) 626-7143

www.seabreezecms.com

APPLICATION INFORMATION (Updated: 3/2020)

COMPLETE & SUBMIT AT LEAST 30 DAYS PRIOR TO CLOSING OR LEASE DATE.

MAIL OR DROP OFF APPLICATION PACKAGE AT OUR OFFICE

FAXED COPIES WILL NOT BE ACCEPTED

If copies needed a charge of 25 cents per page is required

PURCHASE:

Please do not staple application together.

- ___1. Fill in the section of the application package (Pg. 3-6).
- ___2. Fill in the requested information on the Residential Screening Request & Disclosure & Authorization Agreement to be completed by all ADULTS 18 and over. (pg. 7-8). Print extra copies if needed per adult.
- ___3. Print name, sign and date the Certificate of Approval. (Pg. 11)
- ___4. Print name, sign and date the Truth and Accuracy Statement (Pg. 12).
- ___5. Sign and date Frequently Asked Questions and Answers Sheet (Pg. 13).
- ___6. Fill in the blanks, sign and date Voting Certificate (Pg. 14).
- ___7. Print name, sign and date the Acknowledgement. (Pg. 19).
- ___8. Submit a copy of your current Credit Report from either Experian, Equifax or Trans Union.
- ___9. Provide a copy of automobile registration & driver's license.
- ___10. Provide a copy of the Purchase Contract.
- ___11. A **\$50.00** cash or money order only payable to **Sea Breeze CMS, Inc.**
- ___12. **Plus \$50.00** cash or money order only payable to **Lake Harbour Towers COA, Inc.** for the **first applicant**. For each additional adult applicant other than husband/wife or parent/dependent child, add \$100.00. cash or money order only payable to **Lake Harbour Towers COA, Inc.**

LEASE:

- ___1. Fill in the section of the application package (Pg. 3-6).
- ___2. Fill in the requested information on the Residential Screening Request & Disclosure & Authorization Agreement and provide salary amount, which is to be completed by all ADULTS 18 and over (pg. 9-10). Print extra copies if needed.
- ___3. Print name, sign and date the Certificate of Approval. (Pg. 11)
- ___4. Print name, sign and date the Truth and Accuracy Statement (Pg. 12)
- ___5. Fill in the blanks, initial bottom of each page, signature of landlord & tenants and date the Lease Addendum. (Pg. 15-18)
- ___6. Print name, sign and date the Acknowledgement. (Pg. 19).
- ___7. Provide a copy of executed lease agreement (must state names of additional occupants not parties to the lease.)
- ___8. Provide a copy of automobile registration & driver's license
- ___9. **\$50.00** cash or money order only payable to **Sea Breeze CMS, Inc.**
- ___10. **Plus \$50.00** cash or money order only payable to **Lake Harbour Towers COA, Inc.** for the **first applicant**. For each additional adult applicant other than husband/wife or parent/dependent child, add \$100.00. cash or money order only payable to **Lake Harbour Towers COA, Inc.**

Out of the country applicants are subject to completing additional paperwork as determined by our screening company. Please contact our office prior to submitting the application to obtain additional paperwork.

No persons other than those listed on this Application will reside in the Unit and Applicant(s) and Owner(s) agree that anyone moving into the Unit at a later date will be required to submit an application to the Association.

Application must be completely filled out, or it will be RETURNED for the missing information. Interview is required prior to approval. It is critical for the interview that occupant(s) speak and read English or you must bring an interpreter with you.

Application Criteria

1. Seller must provide the purchaser with a copy of all Condominium Documents. They may be viewed and printed from our website www.seabreezecms.com.
2. Before Board approval, all applicants must make themselves available for a personal interview with the Screening Committee. Occupancy prior to Board Approval is prohibited.
3. Pets are NOT permitted except for canaries, tropical fish or parakeets. Service animals and ESA animals may only be approved by the Board after proper documentation has been provided.
4. Prohibited vehicles include: campers, RV's, motorcycles, pickup trucks or commercial vehicles.
5. All vehicles must have a legal license plate, be registered and insured.
6. Each unit owner/lessee shall park ONLY in their assigned parking space or any common parking space not reserved for Service Parking. DO NOT back into any space.
7. PODS are not permitted.
8. Leasing: No apartment may be rented/leased until the owner has owned the unit for 1 year.
 No unit shall be rented for less than a 6-month period and may be leased only 1 time within a 12 month period.
 Short term rentals such as Air B&B, FlipKey or others are strictly prohibited.
9. Per the Documents the Board has the right to approve or deny applicants.
10. Only the immediate family members (brother, sister, mother, father, children & grandchildren) of the unit owner may occupy the unit in the absence of the unit owner. Unit owner must submit information in writing to the Board prior to allowing guests to occupy their unit. Guests who are not immediate family members may occupy a unit only when accompanied by the unit owner.

APPLICATION FOR RESIDENCY

Lake Harbour Property Address: _____

Name of Current Owner: _____

Current Owner Phone Number: _____ Email Address: _____

Name of Applicant #1: _____

Applicant #1 Phone Number: _____ Email Address: _____

Name of Applicant #2: _____

Applicant #2 Phone Number: _____ Email Address: _____

Information regarding each person to live in the unit including children and applicants

Name [Print-must be readable]	Age	Relationship to Buyer/Renter
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

RESIDENCY:

APPLICANT #1 PRESENT ADDRESS: From: _____ To: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

LANDLORD/MORTGAGE CO: _____ PHONE: _____

APPLICANT #1 PREVIOUS ADDRESS: From: _____ To: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

LANDLORD/MORTGAGE CO: _____ PHONE: _____

RESIDENCY:

APPLICANT #2 PRESENT ADDRESS: From: _____ To: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

LANDLORD/MORTGAGE CO: _____ PHONE: _____

APPLICANT #2 PREVIOUS ADDRESS: From: _____ To: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

LANDLORD/MORTGAGE CO: _____ PHONE: _____

EMPLOYMENT:

1ST APPLICANT PRESENT EMPLOYER: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

LENGTH OF EMPLOYMENT: From: _____ To: _____

POSITION: _____ SALARY: _____

2ND APPLICANT PRESENT EMPLOYER: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

LENGTH OF EMPLOYMENT: From: _____ To: _____

POSITION: _____ SALARY: _____

CHARACTER REFERENCES: (not relatives)

RELATIONSHIP TO APPLICANT # 1: _____

NAME: _____ PHONE NUMBER: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

CHARACTER REFERENCES: (not relatives)

RELATIONSHIP TO APPLICANT # 2: _____

NAME: _____ PHONE NUMBER: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

LICENSED DRIVERS: (To be residing in the community.)

Name: _____ License #: _____ State: _____

Name: _____ License #: _____ State: _____

Name: _____ License #: _____ State: _____

AUTOMOBILE INFORMATION:

Make _____ Model _____ Color _____ Year _____ Tag # _____ State _____

Make _____ Model _____ Color _____ Year _____ Tag # _____ State _____

Make _____ Model _____ Color _____ Year _____ Tag # _____ State _____

EMERGENCY CONTACTS:

1) In case of Emergency notify: _____ Relationship: _____

Address: _____ Phone: _____

2) In case of Emergency notify: _____ Relationship: _____

Address: _____ Phone: _____

Sea Breeze Community Management Services, Inc.

4227 Northlake Boulevard

Palm Beach Gardens, FL 33410

Phone: (561) 626-0917 Fax: (561) 626-7143

www.seabreezecms.com

Written Consent to Receive Official Notices by Electronic Transmission

I, _____, as an owner of the following property
(*print name*)

Community Name: Lake Harbour Towers South COA, Inc.

Community Address: _____

and on behalf of all the owners of the property hereby provide Written Consent to receive all Official Notices from the Association by Electronic Transmission to the following email address.

Email Address: _____

NOTE: I understand that I am responsible to ensure such Electronic Transmissions are not blocked by a spam filter or other type of filter. I further understand that notwithstanding such opt-in the Association may, from time to time, still provide notices to me via U.S. mail at my official mailing address maintained with the Association.

Signature

Date

Sea Breeze – Lake Harbour Towers COA / Ref# _____

RESIDENTIAL SCREENING REQUEST

Purchase Only

First: _____ Middle: _____ Last: _____

Address: _____

City: _____ ST: _____ Zip: _____

SSN: _____ N/A _____ DOB (MM/DD/YYYY): _____

Tel#: _____ Cel#: _____

Current Employer

Company: _____ N/A _____ Tel#: _____ N/A _____

Supervisor: _____ N/A _____ Salary: _____ N/A _____

Employed From: _____ N/A _____ To: _____ N/A _____ Title: _____ N/A _____

Current Landlord

Company: _____ N/A _____ Tel#: _____ N/A _____

Landlord: _____ N/A _____ Rent: _____ N/A _____

Rented From: _____ N/A _____ To: _____ N/A _____

I have read and signed the Disclosure and Authorization Agreement.

SIGNATURE: _____ **DATE:** _____

DISCLOSURE AND AUTHORIZATION AGREEMENT
REGARDING CONSUMER REPORTS

DISCLOSURE

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for residence.

AUTHORIZATION

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish AmeriCheckUSA with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

READ, ACKNOWLEDGED AND AUTHORIZED

Print Name

Signature

Date

For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.

Sea Breeze – Lake Harbour Towers COA / Ref# _____

RESIDENTIAL SCREENING REQUEST

Rental Only

First: _____ Middle: _____ Last: _____

Address: _____

City: _____ ST: _____ Zip: _____

SSN: _____ DOB (MM/DD/YYYY): _____

Tel#: _____ Cel#: _____

Current Employer

Company: _____ N/A _____ Tel#: _____ N/A

Supervisor: _____ N/A _____ Salary: _____

Employed From: _____ N/A _____ To: _____ N/A _____ Title: _____ N/A

Current Landlord

Company: _____ N/A _____ Tel#: _____ N/A

Landlord: _____ N/A _____ Rent: _____ N/A

Rented From: _____ N/A _____ To: _____ N/A

I have read and signed the Disclosure and Authorization Agreement.

SIGNATURE: _____ **DATE:** _____

DISCLOSURE AND AUTHORIZATION AGREEMENT
REGARDING CONSUMER REPORTS

DISCLOSURE

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for residence.

AUTHORIZATION

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish AmeriCheckUSA with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

READ, ACKNOWLEDGED AND AUTHORIZED

Print Name

Signature

Date

- For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.

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CERTIFICATE OF APPROVAL FOR SALE OR LEASE

The undersigned authorized representative of **LAKE HARBOUR TOWERS SOUTH COA, INC.** here by certifies that the proposed conveyance of the following unit has been approved as written below:

Unit Number: _____ Unit Address: _____

Owner(s): _____

Buyer/Tenant(s): _____

The above Buyer(s)/Tenant(s) as evidenced by Buyer(s) /Tenant (s) signature(s) below hereby acknowledge receipt of the Declaration of Covenants, Articles of Incorporation, By-Laws, Rules and Information and any Amendments to the Documents for the Association and agrees to be bound by said Documents. Upon closing of the unit, Buyer(s) understands that it is the responsibility of the Buyer(s) to furnish the Association with a recorded copy of the deed of conveyance indicating the Buyer(s) mailing address for all future assessments and correspondence from the Association.

Buyer/Tenant(s) Printed Name

Buyer/Tenant(s) Printed Name

Buyer/Tenant (s) Signature

Buyer(s)/Tenant Signature

Date

Date

This is to certify that the above-named Buyer/Tenant(s) have complied with the above statements and hereby obtain the approval of **LAKE HARBOUR TOWERS COA, INC.**

By: _____ As: _____ Date: _____
behalf of the Board of Directors

LAKE HARBOUR TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC

TRUTH AND ACCURACY STATEMENT

I understand that the acceptance for purchase. or lease of an apartment at Lake Harbour Towers South is conditioned upon TRUTH and ACCURACY of this application and upon approval of the Board of Directors. ANY MISREPRESENTATION OR FALSIFICATION OF INFORMATION ON THESE FORMS WILL RESULT IN THE AUTOMATIC REJECTION OF THIS APPLICATION.

I understand the Board of Directors of Lake Harbour Towers South Condominium Association will cause to be instituted such an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Directors or their agents to make such an investigation and agree that the information contained in the application may be used in such investigation, and that the Directors, officers and agents of Lake Harbour Towers South Condominium Association itself shall be held harmless from any action or claim by me in connection with the use of the information contained herein.

I hereby agree for myself and on behalf of all persons who may use the apartment which I seek to purchase or lease that I will abide by all the requirements and restrictions contained in the By-Laws, Rules and Information, Condominium Documents and any restrictions or fines which are or may in the future be imposed by the Lake Harbour Towers South Condominium Association.

I have received by hand or downloaded from the Association's website (www.LHTS.US) a copy of the Condominium Documents and Rules and Information of Lake Harbour Towers South Condominium Association. I have also received and signed a current copy of "Frequently Asked Questions and Answers".

In making the foregoing application, I am aware that the decision of the Board of Directors of Lake Harbour Towers South Condominium Association will be final and no reason will be given for any action taken by said Board. I agree to be governed by the determination of the Board of Directors.

Applicant_____

Dated_____

Applicant_____

Dated_____

Applicant_____

Dated_____

Applicant_____

Dated_____

LAKE HARBOUR TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

Please note that the following QUESTIONS and ANSWERS are only a summary of the CONDOMINIUM DOCUMENTS. A prospective purchaser should refer to the CONDOMINIUM DOCUMENTS, Rules and Information and sales contract.

Q. What are my voting rights?

A. In any meeting of members, the unit owner's DESIGNATED VOTER shall be entitled to cast one vote. (Ref. BY-LAWS, Pg. 3, Par. E).

Q. Are there any use restrictions on the unit?

A. Each of the dwellings shall be occupied only by a family and its guests as a residence and for no other purpose. (Ref. USE RESTRICTIONS, Pg. 13, Art. XI, Par. A)

Q. Can I lease my unit?

A. After approval by the Board of Directors, entire dwelling units may be rented. No rooms may be rented and no transient tenants may be accommodated. Units may not be leased until owner occupies and/or owns the unit for at least one year. (Ref. USE RESTRICTIONS, Art. XI, Par. H).

Q. Are pets allowed?

A. No pets shall be allowed other than birds, such as canaries or parakeets. No myna birds or parrots. Fish, such as a goldfish or tropical fish are permitted. (Ref. USE RESTRICTIONS, Art. XI, Par. E). This applies to lessees and guests as well as owners.

Q. Are there restrictions on vehicles?

A. Only conventional motor vehicles are permitted. No commercial vehicles, boats, trailers, motorcycles, pick-up trucks or RVs. (Ref. USE RESTRICTIONS, Art. XI, Par F).

Q. What is the assessment? How often is it paid? How are assessments levied?

A. The assessment for 20_ is per quarter and is due on Jan 1, April 1, July 1 and October 1. The assessment is based on the overall anticipated costs for the following year with the exception of the insurance for the common areas. (Ref. Pg. 6, BYLAWS) The building insurance apportioned per unit is also paid at the same time in one check. Assessments for emergencies (Ref. Pg.7, B-LAWS Art. 6E).

Applicant_____

Dated_____

Applicant_____

Dated_____

Applicant_____

Dated_____

Applicant_____

Dated_____

**LAKE HARBOUR TOWERS SOUTH
CONDOMINIUM ASSOCIATION, INC.
301 LAKE SHORE DRIVE
LAKE PARK, FLORIDA
33403**

VOTING CERTIFICATE

To: Secretary

Lake Harbour Towers South Condominium, Inc.
301 Lake Shore Drive,
Lake Park, Florida 33403

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned is the record owner of that certain condominium unit in LAKE HARBOUR TOWERS SOUTH CONDOMINIUM, a Condominium, shown below, and hereby constitutes, appoints and designates:

_____ as
the voting representative for the condominium unit owned by said undersigned pursuant to the By-Laws of the Association.

The aforementioned voting representative is hereby authorized and empowered to act in the capacity herein set forth until such time as the undersigned otherwise modifies or revokes the authority set forth in this voting certificate.

DATED at this _____ day of _____ 20 _____

Unit Owner _____

Unit Owner _____

Unit Number _____



LAKE HARBOUR TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.
LEASE ADDENDUM

THIS LEASE ADDENDUM (the "Addendum"), entered into this ____ day of _____, 20____, by and between LAKE HARBOUR TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC. (the "Association"), _____, the record title owner of _____ (the "demised premises) that certain real property located within the Association (the "Landlord)), and _____, (the "Tenant"), is hereby incorporated by reference into the existing lease between Landlord and Tenant (the "Lease").

1. **RULES AND REGULATIONS.** The parties hereby acknowledge and agree that Tenant and Tenant's family, occupants, guests, invitees, and licensees (the "Permitted Users"), are hereby subject to the Association's:

Declaration of Condominium for Lake Harbour Towers South Condominium Association, Inc., as recorded in Official Records Book 2095 at Page 1285 of the Public Records of Palm Beach County, Florida (the "declaration", as well as any and all amendments thereto which may be enacted from time to time;

Articles of Incorporation of Lake Harbour Towers South Condominium Association, Inc., as recorded in Book 2095 at Page 1320 of the Public Records of Palm Beach County, Florida (the "Articles"), as well as any and all amendments thereto which may be enacted from time to time;

Bylaws of Lake Harbour Towers South Condominium Association, Inc., as recorded in Official Records Book 2095 at Page 1327 of the Public Record of Palm Beach County, Florida (the "Bylaws"), as well as any and all amendments thereto which may be enacted from time to time;

Rules and Regulations of Lake Harbour Towers South Condominium Association, Inc., (the "Rules and Regulations") as well as any and all amendments thereto which may be enacted from time to time.

The Declaration, Articles, Bylaws and Rules and Regulations are hereby collectively referred to hereinafter as the Association's "Governing Documents". Tenant hereby acknowledges that he/she/they have been given ample opportunity to review the Association's Governing Documents, and that copies of the Governing Documents have been, and will continue to be made available to the Tenant in accordance with the terms of the Governing Documents. Tenant acknowledges and agrees that the breach of the Governing Documents by the Tenant or the Permitted Users, is a material breach of the Lease and this Addendum. **ANY FAILURE OF LANDLORD, TENANT OR THE PERMITTED USERS TO ABIDE BY THE GOVERNING DOCUMENTS, LEASE, OR THIS ADDENDUM SHALL BE IMMEDIATE GROUNDS FOR EVICTION AND TERMINATION OF THE LEASE AND THIS ADDENDUM.** If Association institutes any proceeding, including, but not limited to, any pre-suit proceeding, arbitration, or lawsuit, to enforce compliance with the Governing Documents, the Lease, or this Addendum, or to terminate the Lease or this Addendum, and/or to evict Tenant and /or the Permitted Users, Association is entitled to recover from Landlord and Tenant, jointly and severally, all costs and reasonable attorney's fees incurred therein whether suit be brought or not, including all appellate levels. Landlord hereby appoints the President of the Association, and if he/she is not available, the Vice President, as Landlord's attorney-in-fact for the purpose of exercising Landlord's eviction rights and, if necessary, to retake possession of the Demised Premises by and on behalf of the Landlord. Landlord acknowledges and agrees that Landlord shall pay the Association all costs and attorney's fees incurred by the Association in enforcing the Governing Documents, the Lease, and this Addendum against both the Landlord, the Tenant, and the Permitted Users.

2. **RIGHTS GRANTED.** The parties collectively acknowledge that the Lease grants the Tenant a leasehold estate in the demised Premises for the lease term specified therein together with a license granting Tenant, for such lease term, Landlord's rights to use the common property of the Association provided that Tenant and Tenant's Permitted Users exercise such license in accordance with the provisions of the Governing Documents, Chapter 718 of the Florida Statutes as amended from time to time, and other applicable law as amended from time to time; provided however, that Landlord retains all membership rights and obligation in the Association including,

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Initials: _____, _____, _____, _____

without limitation, the right to vote and the obligation to pay assessments. In addition, Landlord and Tenant acknowledge and agree that the Association is entitled to reasonable access to the Demised Premises in accordance with the Governing Documents and Chapter 718 of the Florida Statutes as amended from time to time. Tenant agrees to provide Landlord and Association with a key to the Demised Premises and security alarm code, if any. Tenant also acknowledges and agrees to obtain the written consent of Landlord and the Association prior to placing additional or alternate locks on any door or window, or before changing the security alarm code. If such consent is obtained, Tenant must supply Landlord and the Association with a key to each additional or alternate lock and the new security alarm code.

3. **SUBORDINATION.** The parties agree that this Addendum is subject to and subordinate to the Governing Documents, all assessments, advances or other charges which may affect or become a lien upon the Demised Premises.

4. **ASSIGNMENT; SUBLETTING; RENEWAL.** The parties agree that the Tenant may not sublet any portion (up to the whole thereof) of the Demised Premises including any rooms that are not occupied by the Tenant or the Permitted Users. The parties further agree that the Tenant may not assign the Lease or this Addendum, and that the Lease cannot be renewed or extended unless approved by the Association. In the event that the ; Landlord and Tenant shall renew or extend the Lease without the approval of the Association, this Addendum shall remain in full force and effect until such time as the Landlord and Tenant obtain the Association's approval. In addition, if the Tenant remains in holdover possession of the Demised Premises subsequent to the termination the Lease the terms of this Addendum shall remain in full force and effect. The parties further agree that nothing contained herein shall be construed or constitute a waiver of the Association's screening and approval rights applicable to the renewal or extension of the Lease or Tenant's leasehold estate in the Demised Premises.

5. **INDEMNIFICATION.** The Association is not liable to Tenant, or Permitted Users for damage or injury to person or property caused by other residents or other persons. Tenant and Landlord agree to indemnify, defend and hold Association harmless from and against any claims for damages whatsoever, including negligence claims, relating directly or indirectly to the Tenant's use of the premises, this Addendum or from any activity or work permitted by landlord or Tenant in or about the premises unless the Association is adjudicated to be grossly negligent. In addition, Landlord and Tenant acknowledge and agree that Association is not 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 or acts of God, whether similar in nature to those mentioned or not. If any of the Associations' employees are requested to render any services to Tenant, including, but not limited to, moving automobiles, handling of furniture, cleaning, signing for or delivering packages, the Association's employee is deemed an agent of Tenant regardless if payment is made for any service. Tenant further acknowledges and agrees to indemnify, defend and hold the Landlord and Association harmless from all liability or any claim whatsoever in connection with such services, including but not limited to, claims of negligence, unless the Association is adjudicated to be grossly negligent. Tenant agrees to notify the Landlord and Association immediately upon the occurrence of any injury, damage, or loss suffered by Tenant or other person. Landlord and Tenant, jointly and severally, shall indemnify and hold the Association, its agents, and all of its past, current and future Board members harmless from and against any and all claims, liabilities, damages, costs and expenses whatsoever, which in any way directly or indirectly relate to claims or causes of action made or brought by anyone that are in any way related, directly or indirectly to any action or inaction on the part of the Landlord or the Tenant, or which names the Association or any Member of its Board as co-defendants with the Landlord or Tenant. Said indemnification shall be with regard to all claims, liabilities, damages, costs and expenses whatsoever including but not limited to, to the fullest extent permitted by law, all such causes of actions or claims whatsoever, regardless of whether the cause of action or claim alleged is in tort or contract, or founded on a statute or other law, including claims or causes of action that allege or establish that the association was negligent in whole or in part. The provisions of this Section shall survive termination or expiration of this Agreement. Moreover, consideration was provided for this indemnification clause, the receipt of which is hereby acknowledged by Landlord and Tenant.

6. **ATTORNEY'S FEES AND COSTS.** In any action, proceeding, or litigation arising out of or concerning the Lease or this Addendum or where the Lease or this Addendum is relevant evidence, Tenant and Landlord, jointly and severally, are liable for and must pay Association's costs and reasonable attorney's fees, whether suit be brought or not, through all appellate levels.

7. **WAIVER OF JURY TRIAL.** Landlord and Tenant hereby waive trial by jury in any action, proceeding, or lawsuit arising out of the Lease or this Addendum.

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Initials: _____, _____, _____, _____

8. **MODIFICATIONS.** No amendment or modification the Lease or this Addendum shall be valid unless in writing and signed by the party against whom enforcement is sought.

9. **GOVERNING LAW; VENUE.** This Lease and Addendum are governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial without regard to Florida's conflict of law jurisprudence. Venue for any action, proceeding, or litigation arising out of or concerning this Lease or where this Lease is relevant evidence must be in a State, County or Circuit Court, as appropriate, in Palm Beach County, Florida, to the exclusion of all other venues and the parties expressly waive their right to venue elsewhere.

10. **RULE OF CONSTRUCTION.** Landlord and Tenant acknowledge and agree that the terms of this Addendum shall not be construed more strongly against one party or the other, or the intended third party beneficiary; the parties expressly, to the extent permitted by law, waive any rule of strict construction that may have otherwise been applied in the absence of this provision.

11. **CAPTIONS.** The captions in this Addendum were inserted solely for convenience and cannot be used in construing the provisions that follow them.

12. **ACCEPTANCE OF DOCUMENTS.** Tenant's signature affixed below acknowledges receipt of a copy of the Governing Documents and that Tenant has read, in their entirety, this Addendum, the Lease, and the Governing documents. Tenant acknowledges and agrees that by accepting the Governing Documents, Tenant acknowledges and agrees to be bound by the Governing Documents, and understands and agrees to be bound by same.

13. **ASSIGNMENT OF RENT.** If Landlord is delinquent in the payment of any regular or special assessment, or any installment thereof, or any other charge or fee owed to the Association, including but not limited to fines, late fees, interest, or attorneys' fees, ("Costs"), Association has the right to require Tenant to pay any rent due under the Lease to Association to offset any such delinquent assessments or other Costs. Any such payment from Tenant to the Association shall be deemed to be a full and sufficient payment of rent to Landlord in accordance with the Lease. Tenant shall be discharged from any obligation to pay such amounts directly the Landlord, so long as such payments are made to the Association, until Landlord's delinquency to the Association is fully cured. Tenant shall begin making such payments upon receipt of a letter signed by an authorized officer of the Association, or the Association's attorney, demanding payment from the Tenant, and shall continue making such payments in monthly installments equal to monthly installments of Rent due pursuant to the Lease. Until advised in writing that the payments no longer need be made to the Association. Landlord hereby assigns to the Association the right at take legal action for non-payment of rent, including the right to terminate the Lease, evict Tenant, and obtain possession of the Premises, as set forth above, if Tenant fails to pay the Association any amounts due pursuant to this Paragraph. Landlord by execution of this Addendum, permit's the Association to reveal any delinquencies to tenant for this purpose. Without limitation, the Association may avail itself of such right to terminate the Lease, and evict the Tenant pursuant to Chapter 83 and/or 51 of Florida Statutes, and Landlord hereby appoints the President of the Association, and if he/she is not available, the Vice President, as Landlord's attorney-in-fact for such purpose as elsewhere herein provided. This right of Association is cumulative and in addition to any and all other rights or remedies Association has against Tenant or Landlord. Moreover, failure of the Landlord to comply with the demand shall constitute a material breach of this Addendum and the Lease.

14. **USES.** The Demised Premises will be used solely as a dwelling to be occupied by no more than _____ persons, including children, which are permitted. Tenant will not use or allow the Demised Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others, or in violation of the Governing Documents, or any applicable law.

15. **INSURANCE.** Tenant will do nothing and permit nothing to be done on the Demised Premises which will contravene any fire or other insurance policy covering the same. If Tenant's use or occupancy of the Demised Premises increases the premium on any fire or insurance policy, Tenant shall pay such increase. Notwithstanding the foregoing, each Tenant occupying a Unit must carry contents insurance, issued by an insurer approved to write such insurance in Florida, in an amount equal to the full replacement cost of all of the Tenant's property contained within the Unit. The policy may include reasonable and customary deductible provisions. The Association may require a Tenant to provide evidence of a currently issued policy upon request. Upon Tenant's failure to provide proof in insurance within ten (10) days after written request, the association shall have the right to levy fines against the Landlord, and/or purchase such policy on behalf of the Tenant and levy the cost of same as a Special Assessment against the Landlord. Such Special Assessment shall be subject to collection in the same manner as any other

Assessment under the provisions of the Declaration.

16. **THIRD PARTY BENEFICIARY.** Tenant and Landlord acknowledge and agree that Association is a primary, intended third party beneficiary of the Lease.

17. **SEVERABILITY.** The parties agree that if any provision or portion of any provision of this Addendum is deemed by a court or arbitrator to be invalid or unenforceable, the remainder of this Addendum shall not be affected thereby. In addition, the court or arbitrator is permitted to reform this Addendum to reflect the parties' intent by enforcing the invalidated or unenforceable provision or portion of a provision to the fullest extent permitted by law.

18. **CONFLICTS.** The parties agree that in the event of a conflict between this Addendum and the Lease, this Addendum shall control, and that wherever possible, this Addendum and the Lease will be construed as a single document.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date last aforesaid.

BY:

Landlord

Tenant 1

Authorized Association Representative/Title

Tenant 2

Acknowledgement

I/We agree to abide by the Declaration of Condominium, Articles of Incorporation, By-laws, rules and information and any Amendments there to Lake Harbour Towers South COA, Inc.

Unit Address: _____

Interviewer: _____

Interview Date: _____

Buyer/Renter/Resident Signature

Buyer/Renter/Resident Print Name

Date

Buyer/Renter/Resident Signature

Buyer/Renter/Resident Print Name

Date

Gate System:

When you have visitors, they will dial your code from the entry gate, it will ring through to the telephone number that you have provided us with. If you wish to let your visitors in press number nine (9) on your telephone and then hang up. You can use any number, such as home, work or cell number.

The telephone number we will be: _____