

HARBORHEAD CONDOMINIUM LEASE ADDENDUM

This lease addendum pertains to the lease attached hereto dated _____, 200__.

Unit Number _____

Term Beginning _____, 200__ through and inclusive of _____, 200__.

Landlord

Tenant(s)

The Landlord and Tenant hereby further agree and bind themselves as follows:

1. **POSSESSION AND USE:** The Landlord shall give possession of the unit to the tenant for the term as stated in the lease. The Tenant shall take possession of and use the unit only as a single housekeeping unit. A single housekeeping unit shall consist of no more than three (3) unrelated persons. Related persons shall be limited to spouse, parents, siblings, and children. Only the Tenants listed above shall occupy the unit. The occupancy shall not exceed four (4) persons in a one (1) bedroom unit, six (6) persons in a two (2) bedroom units and eight (8) persons in a three (3) bedroom unit (a listing of unit numbers and the number of bedrooms is attached hereto). Units shall not be rented for any period less than thirty (30) consecutive days. The tenant shall not use the unit for any business or professional purpose.
2. **PROOF:** All tenants over the age of 18 must sign and be party to the lease. All tenants over the age of 18 must provide a legible photocopy of a valid photo drivers license or passport and same shall be attached hereto.
3. **CONDOMINIUM ASSOCIATION DOCUMENTS:** The Harborhead Condominium Association Inc. Master Deed, By-laws, Rules and regulations and all Policies and Procedures adopted or promulgated by the Association, either prior or subsequent to the date hereof, are made part of this Lease and must be complied with by both Landlord and Tenant.
4. **RULES & REGULATIONS:** Landlord and Tenant each acknowledge receipt of a copy of the Harborhead Condominium Rules and Regulations. Each agrees to comply with all such Rules and Regulations, whether adopted prior or subsequent to the date hereof. Each further agrees to protect the common areas of the condominium and not permit or commit waste thereon or damage thereto or use the common areas of the unit referred to

in this lease in a manner that would constitute a nuisance to other unit owners. Tenant acknowledges that any violation of the Rules and Regulations shall constitute a material default under the terms of this lease and any fines imposed upon the unit owner shall be deemed additional rent and be due and payable within five (5) days of notice of same. Fines for violations start at \$100.00 per occurrence and each day a violation continues is considered a separate violation.

5. **POOL ACCESS / GUESTS:** Pool access is available and is limited to the number of pool badges made available to the tenant by the unit owner. Tenants are not permitted to have guests at the pool in excess of the number of pool badges available.
6. **PETS:** Tenants are not permitted to have pets at any time.
7. **PARTIES LIABILITY TO ASSOCIATION AND ASSOCIATION'S AUTHORITY:** In the event the Tenant fails to comply with the provisions contained herein, then in addition to all other remedies which it may have, the Association shall notify the Landlord of such violation(s) and demand that the same be remedied through the Landlord's efforts within ten (10) days after such notice. If such violation(s) is not remedied within said ten (10) day period, then the Landlord shall immediately thereafter, at the Landlord's cost and expense, institute and diligently prosecute an eviction action against the Tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Landlord fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney in fact for the Landlord and at the Landlord's sole cost and expense, including all legal fees and costs incurred. Said costs and expenses shall be deemed to constitute a lien on the unit involved and collection thereof shall be enforced in the same manner as the Association is entitled to enforce collection of common expenses. Landlord hereby irrevocably names, constitutes, appoints and confirms, **Mike Koen Management Services LLC.** as his Attorney-in-Fact for the sole purpose of evicting the tenant(s) as described herein.
8. **JOINT LIABILITY:** In all cases herein where Landlord and Tenant are liable, said liability shall be considered joint and several.
9. **ASSIGNMENT OF RENTS:** The Landlord hereby assigns to the Association the rent payable to him from his Tenant as security for the performance of his obligations to pay assessments and common charges. In the event the Landlord becomes delinquent in the payment of any common expense assessment and upon notice and a failure to cure within ten (10) days of such notice of delinquency, the association can require the Tenant to pay rent directly to the Association. The Tenant hereby acknowledges the duty to pay rent directly to the Association after receiving written notice requesting same. The Association will apply all rents received to the delinquency and any excess shall be credited to the account of the Landlord.
10. **LANDLORD'S RIGHTS TO USE COMMON AREAS DURING RENTAL:** It shall be deemed and agreed that the Landlord has assigned his rights to use and enjoy the common elements, including but not limited to the pool and parking facilities, of

Harborhead Condominium during the term of this lease. The Landlord shall however, retain all voting rights relating to the unit.

11. SURVIVAL: If any provision of this Addendum is contrary to law, the rest of the Addendum shall remain in effect.
12. ADDENDUM TO CONTROL: In the event any provision of the lease conflicts with any provision of this Addendum, the provisions of this Addendum shall control and supercede the conflicting lease provision.
13. BINDING EFFECT: This Addendum is binding on the Landlord and the Tenant and their successors and assigns. Landlord and Tenant hereby recognize the Association's right but not duty to seek enforcement of the provisions of this Addendum. Any delay on non action on the part of the Association does not alter their right to take action under this Addendum.
14. FULL AGREEMENT: The parties have read this Addendum. It contains, together with the lease attached hereto, their full agreement. It may not be changed except in writing, signed by the Landlord and the Tenant and approved in writing by the Association.
15. SIGNATURES: The Landlord and Tenant agree to the terms of this Addendum by signing below. This addendum and the accompanying lease must be filed with the Association no less than fifteen (15) days prior to the scheduled date of occupancy.

	Date		Date
Landlord		Tenant	

	Date		Date
Landlord		Tenant	

Notary stamp(s) here

Received and acknowledged by Association on this _____ day of _____, 200__.

Authorized Representative
Mike Koen
Managing Agents for Harborhead
Condominium Association Inc.

HARBORHEAD CONDOMINIUM
MAXIMUM UNIT RENTAL OCCUPANCY SCHEDULE

UNIT NUMBER	NUMBER OF BEDROOMS PER BORO TAX RECORDS	MAXIMUM RENTAL OCCUPANCY
1	1	4
2	3	8
3	1	4
4	3	8
5	1	4
6	3	8
7	1	4
8	3	8
9	1	4
10	3	8
11	1	4
12	3	8
13	2	6
14	2	6
15	1	4
16	3	8
17	1	4
18	3	8
19	2	6
20	2	6
21	2	6
22	2	6
23	1	4
24	3	8
25	1	4
26	3	8
27	2	6
28	2	6
29	1	4
30	3	8
31	2	6
32	2	6
33	1	4
34	3	8
35	1	4
36	3	8
37	1	4
38	3	8
39	1	4
40	3	8
41	1	4
42	3	8
43	1	4
44	3	8
45	1	4
46	3	8
47	1	4
48	3	8
49	1	4
50	3	8
51	1	4
52	3	8
53	1	4
54	3	8
55	1	4
56	3	8
57	1	4
58	3	8
59	1	4
60	3	8