



# Highland Square Homeowners Association, Inc.

## UNIFORM LEASE EXHIBIT

This ADDENDUM (the "Addendum") to that certain Lease dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") by and between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_ ("Lessee") is made and entered into by the Lessor and Lessee as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSETH:

WHEREAS, the parties have heretofore executed the Lease; and

WHEREAS, the parties desire to add to the provisions of the Lease as hereinafter set forth;

NOW, THEREFORE, In consideration of the sum of ten dollars (\$10.00) the mutual covenants herein exchanged, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties do hereby recite and agree as follows:

1. Recitals. The statements contained in the recitals of fact set forth above are true and correct, and are, by this reference, made a part of this Addendum.

2. Compliance with Community Documents. Lessee hereby acknowledges that the leased premises are subject to restrictive covenants enforced by Highland Square Homeowners Association, Inc., Inc. (The "Association"). Lessee hereby agrees to comply with and abide by all of the provisions of the Declaration of Covenants, Conditions and Restrictions of Highland Square Homeowners Association, Inc., Inc. (together with any and all amendments thereto collectively referred to as the "Declaration"), the Bylaws of the Association (the "Bylaws"), and the Rules and Regulations (collectively hereinafter referred to as the "Community Documents") provided, further, the Lessee acknowledges that the Community Documents are applicable and enforceable against any person occupying a leased premises to the same extent as against an Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration and the Bylaws.

3. Association as Lessor's Attorney-in-Fact. In order to facilitate the Association's duty to maintain a community of congenial residents and occupants of the Units and to protect the value of the Units and further continuous harmonious development of the community, the Lessor constitutes and appoints the Association's designated representative and/or officer as its true and lawful attorney-in-fact with the full power of substitution, as provided for in Article V, Section 19 of the Association's Declarations and Florida Statute Chapter 83, to: (1) evict Lessee for material violation of the Community Documents; provided, however, Lessee shall be entitled to cure any violation by the means provided in the Community Documents; (2) to employ such attorneys, agents, or professional as shall be required for such purposes; (3) to collect, settle or compromise all outstanding payments due from Lessee in connection with the leased premises; (4) to prosecute and defend all actions or proceedings in connection with the leased premises and the eviction of the Lessee; and (5) to do every act which Lessor might do on its own behalf to fulfill its obligations under the Community Documents. Lessor and Lessee hereby agree and acknowledge that this power of attorney, which shall be deemed a power coupled with an interest, cannot be revoked.

4. Injunctive Relief. Lessee and Lessor agree that money damages would not be sufficient remedy for any breach of the Lease or violation of the Community Document and that, in addition to all other remedies, the Association shall be entitled to injunctive or other equitable relief as a remedy for any such violation of the Community Documents. The Lessor agrees to assign to the Association any and all of its rights which the Association may deem necessary to obtain such injunctive relief upon written demand by the Association, and the Lessee hereby agrees to consent to such assignment. Lessor hereby agrees that in the event that it shall become necessary for the Association to cause the Lessee to be removed from the leased premises by initiating an action for injunctive relief against the Lessor, the Lessor shall be responsible for all costs, charges and expenses of the Association in connection with such action, which shall be added to and become part of the assessment (as that term is defined in the Declaration) against that Lessor's home secured by a lien upon the property against which such assessment is made in accordance with Article V, Section 19 of the Declaration.



# Highland Square Homeowners Association, Inc.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

“Lessor” #1 (Owner):

“Lessor” #2: (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

“Lessee” #1 (Tenant):

“Lessee” #2: (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name