

Return after recording to:
Clarence K. Lau
Winter Capriola Zenner, LLC
Suite 800
3490 Piedmont Road N.E.
Atlanta, GA 30305

Cross Reference:
Deed Book 28776
Page 192

AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
TUSCANY, A CONDOMINIUM

This Amendment to Declaration of Condominium for Tuscany, a Condominium (hereinafter, the “**Amendment**”) is made this ____ day of _____, 2020 by Tuscany Condominium Association, Inc., a Georgia nonprofit corporation (hereinafter, the “**Association**”), in accordance with the provisions of said Declaration.

W I T N E S S E T H:

WHEREAS, Tuscany is a condominium (the “**Condominium**”) created pursuant to that certain Declaration of Condominium for Tuscany, a Condominium, recorded on March 30, 2000, at Deed Book 28776, Page 192, et. seq., Fulton County, Georgia records, as amended by Amendments recorded in Fulton County, Georgia records, at the following locations: Deed Book 29266, Page 249; Deed Book 29744, Page 79; Deed Book 29914, Page 59; Deed Book 29937, Page 644; Deed Book 30119, Page 502; Deed Book 30392, Page 496; Deed Book 31044, Page 235; Deed Book 31275, Page 554; Deed Book 32635, Page 6; Deed Book 33730, Page 326; Deed Book 34054, Page 544; Deed Book 34705, Page 687; Deed Book 34833, Page 100; Deed Book 36792, Page 537; Deed Book 36946, Page 31; Deed Book 38583, Page 611; Deed Book 40774, Page 93; Deed Book 43769, Page 410; Deed Book 44961, Page 167; Deed Book 46984, Page 540; Deed Book 49933, Page 317; Deed Book 49978, Page 230; Deed Book 50032, Page 505; Deed Book 58004, Page 50; and Deed Book 60764, Page 6.; and maybe further amended (hereinafter, as amended, the “**Declaration**”);

WHEREAS, plats depicting the Condominium are filed in the Condominium plat book of the Fulton County, Georgia records; and

WHEREAS, floor plans depicting the Units within the Condominium are filed in the Condominium file cabinets of the Fulton County, Georgia records; and

WHEREAS, Tuscany Condominium Association, Inc. is the “Association” as said term is used and defined in the Declaration;

WHEREAS, pursuant to Section 22 of the Declaration, said Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total Association vote; and

WHEREAS, the following amendment to the Declaration has been approved by the affirmative vote, written consent, or combination of affirmative vote and written consent of members of the Association holding at least two-thirds (2/3) of the total Association vote, as evidenced by the Certification of Approval attached hereto as Exhibit “A” and by this reference made a part hereof;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Paragraph 10(i) of the Declaration is hereby deleted in its entirety and replaced with a new Paragraph 10(i) which shall read as follows:

“(i) Initiation Fee. Upon each and every conveyance of a Unit, the transferee or grantee becoming the Owner of the Unit shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such transfer or conveyance, a non-refundable initiation fee in an amount equal to three (3) months of the annual assessment then in effect and levied upon the Unit (the “Initiation Fee”). The Initiation Fee shall be collected and paid to the Association at the closing of each sale, transfer, or conveyance of the Unit. The Initiation Fee shall constitute an assessment under the Declaration and shall be collected in the same manner provided in the Declaration for the collection of all other assessments. Notwithstanding the foregoing, the Initiation Fee shall not be due from (i) any grantee who is the spouse or former spouse of the grantor; (ii) any grantee to whom a Unit is transferred by will or under the laws of intestacy; (iii) any grantee to whom a Unit is transferred as a gift, that is, gratuitously and without value of legal consideration as determined by the Board of Directors in its sole discretion; and (iv) any Person who takes title to a Unit through foreclosure of any first Mortgage or any secondary purchase money Mortgage. Furthermore, the Initiation Fee shall not be payable upon the refinancing of a Unit, provided there is no change in the fee simple ownership of the Unit.”

2. Paragraph 10(j) of the Declaration is hereby deleted in its entirety and replaced with a new Paragraph 10(j) which shall read as follows:

“(j) Foreclosure Administration Fee. It is recognized that foreclosures of Mortgages on Units create substantial administrative costs and other burdens on the Association, including, but not limited to, having to review legal periodicals to monitor and determine if and when foreclosure on a Unit occurs, conducting title searches in the Fulton County, Georgia records to determine the names of the purchaser(s) at foreclosure sales, researching and obtaining contact information for contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations, and updating Association records on multiple occasions to deal with just a single Unit. In addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Unit through a foreclosure of a Mortgage on a Unit or by deed in lieu of foreclosure shall be required to pay to the Association a fee in an amount equal to three (3) months of the annual assessment then in effect and levied upon the Unit immediately upon the recordation of the foreclosure deed or deed in lieu of foreclosure in the Fulton County, Georgia records (the “Foreclosure Administration Fee”). The Foreclosure Administration Fee shall constitute a specific assessment under this Declaration and shall be collected in the same manner provided in this Declaration for the collection of other assessments.”

3. Paragraph 10 of the Declaration is hereby amended by adding to the end of said Paragraph 10 a new Section (k), which shall read as follows:

“(k) Move-In/Move-Out Fees. It is recognized that the act of moving into or out of a Condominium Unit causes excess garbage and wear and tear of the Association’s Common Elements, including, without limitation, to the elevator and floors. In addition to annual assessments, special assessments, and other charges provided for in this Declaration, the Association shall assess each Owner (i) a move-in fee, due and payable prior to when an Owner, Occupant, or tenant moves into a Unit in the amount of One Hundred and No/100 Dollars (\$100.00) (the “Move-In Fee”); and (ii) a move-out fee, due and payable prior to when an Owner, Occupant, or tenant moves out of a Unit, in the amount of One Hundred and No/100 Dollars (\$100.00) (the “Move-Out Fee”).

In addition to the foregoing, each Owner and Occupant shall be responsible for any and all damage caused to the Common Elements by said Owner, Occupant, tenant or any third party invitee or licensee, as a result of such individual moving into or out of a Unit. Such damage shall be the sole responsibility of the Owner. The Move-In Fee, Move-Out Fee and any expenses incurred due to damage to the Common Elements shall constitute specific assessments under this Declaration and shall be collected in the same manner provided in this Declaration for the collection of other assessments. The Move-In Fee and the Move-Out Fee may be reviewed and increased, from time to time, in the Board’s sole discretion.”

4. Paragraph 14(b) of the Declaration is hereby amended by deleting the second paragraph of said Paragraph 14(b) in its entirety.

5. Paragraph 14 of the Declaration is hereby amended by adding to the end of said Paragraph 14, a new Section (u), which shall read as follows:

“(u) Transient Tenants. No transient tenant(s) or Occupant(s) shall be accommodated in a Unit.”

6. Paragraph 15 of the Declaration is hereby amended by deleting said Paragraph 15 in its entirety and substituting therefor a new Paragraph 15 in its place, which shall read as follows:

“15. **LEASING.**

In order to preserve the character and quality of the Condominium as primarily owner-occupied, all leasing and occupancy of Units at the Condominium is subject to the provisions of this Paragraph 15. No leasing of Units is permitted except as provided herein. Additionally, the Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Paragraph. Any transaction which does not comply with the provisions of this Paragraph shall be void unless subsequently approved by the Board of Directors in writing

(a) Definition of Leasing. “Leasing” for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner. The term leasing shall expressly include, without limitation, (1) occupancy of a Unit under a lease-purchase arrangement; (2) occupancy under a house sitting arrangement for the purpose of maintaining occupancy of a Unit pending the sale of the Unit, and (3) any short-term or transient occupancy arrangements, including, but not limited to, arrangements through AirBnb, HomeAway.com, VRBO and other similar short-term and/or

overnight or daily service providers. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute Leasing hereunder.

(b) Authorized Leasing. Owners may lease their Units only if they have obtained a Leasing Permit or a Hardship Leasing Permit from the Association. The Leasing Permit or Hardship Leasing Permit is not intended as a way for the Association to approve or disapprove a particular tenant or occupant, but as a method to ensure that all leasing of Units is strictly in compliance with the conditions and requirements specified in this Paragraph 15. These conditions and requirements are of utmost importance in maintaining the high quality of the Condominium.

(c) Leasing Permits.

(i) Grandfathered Owners. Any Owner who has been issued a Leasing Permit by the Association prior to the date this Amendment is recorded in the Fulton County, Georgia land records (the "**Effective Date**") shall be permitted to continue leasing the Unit ("**Grandfathered Owner**") pursuant to the terms and provisions associated with said Leasing Permit ("**Grandfathered Leasing Permit**"). Notwithstanding the foregoing, any Grandfathered Leasing Permit issued to a Grandfathered Owner shall remain in full force and effect as to the Unit and Owner to which it was issued, until said Grandfathered Leasing Permit has been revoked pursuant to the provisions of Paragraph 15(e) hereinbelow. All Grandfathered Leasing Permits issued prior to the Effective Date to a Grandfathered Owner shall count towards and be factored into determining the Leasing Cap, as said term is defined below.

(ii) Other Owners. Owners who are not Grandfathered Owners, and any Grandfathered Owner who has had his/her Grandfathered Leasing Permit revoked, may apply for a Leasing Permit by submitting an application for a Leasing Permit to the Board. An application form for this purpose may be maintained by the Board and provided to Owners upon request. Upon receipt of an Owner's completed application, the Board shall issue a Leasing Permit to the Owner if the total number of Leasing Permits then issued to Units in the Condominium is less than Twenty-Five percent (25%) of the total number of Units at the Condominium (the "**Leasing Cap**"). Owners who have been denied a Leasing Permit due to the Leasing Cap shall be placed on a waiting list to be issued a Leasing Permit, if they so desire, when a Leasing Permit becomes available. The Board may (i) refuse to issue a Leasing Permit; or (ii) remove an Owner from the waiting list, if the Owner is shown on the Association's books and records to be more than thirty (30) days delinquent in the payment of any assessment or charge owed to the Association or if the Owner is otherwise in violation of the Declaration, Bylaws, Rules and Regulations or any applicable law or ordinance.

(d) Hardship Leasing Permits. If an Owner is unable to obtain a Leasing Permit due to the Leasing Cap, and the inability to lease will result in an undue hardship to the Owner, then the Owner may apply to the Board for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its sole discretion, and may consider any factors, including, without limitation, the following: (i) the nature, degree, and likely duration of the hardship, (ii) the harm, if any, which will result to the Condominium if the permit is approved, (iii) the number of Hardship Leasing Permits which have been issued to other Owners, (iv) the Owner's ability to cure the hardship, and (v) whether previous Hardship Leasing Permits have been issued to the Owner. The term of a Hardship Leasing Permit shall not exceed one (1) year unless otherwise approved by the Board, though Owners may apply for additional Hardship Leasing Permits. The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guarantee that an Owner is entitled to or will receive a Hardship Leasing Permit. Hardship Leasing Permits shall be automatically revoked if, during the term of the Hardship Leasing Permit, the Owner is approved for and receives a Leasing Permit.

(e) Expiration and Revocation of Leasing Permits. Leasing Permits and Hardship Leasing Permits are automatically revoked upon the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse). Leasing Permits are also automatically revoked if (i) the Owner moves back into the Unit, (ii) the Unit is not leased as provided herein within ninety (90) days of the issuance of the Leasing Permit, or (iii) after the initial lease thereof, the Unit at any time thereafter is not leased in a bona fide, arm's length transaction for a period of ninety (90) consecutive days. The Board may revoke any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association's books and records to be more than thirty (30) days delinquent in the payment of any assessment or charge owed to the Association or if the Owner and/or Occupant or any guest of the Owner or Occupant violates the Declaration, Bylaws, Rules and Regulations or any applicable laws or ordinances. Leasing Permits and Hardship Leasing Permits are valid only as to a specific Owner and Unit and shall not be transferrable between either Owners or Units.

(f) Addendum to Lease and Submission of Leases. All leases for Units within the Condominium shall be in writing and must include the Addendum to Lease Agreement attached hereto as the "Lease Terms Exhibit" and by this reference made a part hereof (the "**Addendum**"). The Addendum must be attached to each Lease and must be signed by the Owner and all tenants. At least seven (7) days prior to execution of a lease, the Owner shall provide the Board with a copy of the proposed lease (including the required Addendum to Lease). In the event a lease is not in compliance with the Declaration or any rule or regulation of the Association, the Board shall notify the Owner of the requisite action(s) needed to bring it into compliance. The Owner shall, within seven (7) days after executing the lease and within seven (7) days of any request by the Board during the term of the lease, provide the Board with a copy of the executed lease and with the names of all persons occupying the Unit during the term of the lease, together with a phone number, email address, vehicle description and vehicle license plate number for each tenant. If any of the foregoing information changes during the term of the lease, the Owner and Occupants shall update and notify the Board in writing of such changes within thirty (30) days of the date of such change.

(g) General Leasing Provisions. Units may be leased only in their entirety pursuant to a single lease. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term not less than one (1) year, except with prior written Board approval. The provisions of the Lease Terms Exhibit / Addendum to Lease Agreement attached hereto and incorporated herein by reference are incorporated into each lease of any Unit executed, modified, renewed or extended after the Effective Date of this Amendment, whether or not expressly stated therein, and into the terms of any tenancy or occupancy of a Unit even if no written lease or agreement exists between the Owner and the occupant. The provisions of Paragraph 15 of the Declaration as it existed prior to the Effective Date of this Amendment shall be incorporated into any lease of a Unit in effect on the Effective Date until such time as the lease is modified, renewed or extended, whereupon the provisions of the Lease Terms Exhibit / Addendum to Lease Agreement attached to this Amendment shall be incorporated into such lease, whether or not expressly stated therein.

(h) Advertising for Short-Term Rental. The short-term leasing of Units and other arrangements for short term occupancy of Units, including, without limitation, arrangements through Airbnb, VRBO, HomeAway.com, and other similar service providers, is strictly prohibited within the Condominium. The listing, marketing, or advertising of a Unit within the Condominium or any portion thereof, for short term leasing or occupancy on Airbnb, VRBO, HomeAway.com, Craigslist or any similar website or publication is also expressly prohibited. These restrictions apply whether or not the Unit Owner will reside in the Unit during the term of the lease or other occupancy arrangement. For purposes of this provision, "short-term" means for a period of less than one (1) year.

(i) Leasing Administration Fee. It is recognized that leasing of Units at the Condominium creates substantial administrative costs and other burdens on the Association, including, but not limited to, having to monitor new leases and/or lease renewals, obtaining and updating contact information for new tenants in the Association's records, changing the names and phone numbers in the Condominium's call box and issuing new access cards or codes for new tenants. In addition to the other assessments and charges provided for in this Declaration, the Association shall have the authority to assess the Owner of a leased Unit an annual leasing administration fee (the "**Leasing Administration Fee**") in an amount to be determined by Board resolution. The Leasing Administration Fee shall constitute a specific assessment under this Declaration and shall be collected in the same manner provided in this Declaration for the collection of other assessments. The Leasing Administration Fee may be reviewed and increased, from time to time, in the Board's sole discretion.

(j) Entity Ownership.

(i) If an Owner of a Unit is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person (hereinafter, an "Entity Owner"), the Entity Owner shall designate in writing to the Board the name(s) of the Person(s) who will occupy the Unit. An Entity Owner may not change the designated Person(s) to occupy the Unit more frequently than once every twelve (12) months, without the express written consent of the Board as determined in the Board's sole discretion. At least ten (10) days prior to the initial occupancy or any change in occupancy of a Unit owned by an Entity Owner, the Entity Owner shall provide the Board with the name, address, telephone number, and email address of the proposed designated occupant. Additionally, an Entity Owner shall also provide the following:

(A) Designated Occupant as Tenant. If the Entity Owner has been issued and maintains a valid Leasing Permit from the Association, and the designated occupant is a tenant of the Entity Owner, in addition to providing the name, address and telephone number of said designated occupant, the Entity Owner shall also provide a copy of the proposed lease as provided in Section 15(f) of the Declaration and shall otherwise comply with the provisions of Paragraph 15.

(B) Designated Occupant as Owner-Occupant. If the Entity Owner does not have a valid Leasing Permit issued by the Association, in addition to providing the name, address, telephone number and email address of the designated occupant, the Entity Owner shall also provide the following documentation sufficient to establish that the occupant should be treated as an Owner-occupant and not a tenant ("**Supporting Entity Documentation**"):

(i) If the Entity Owner is a corporation, limited liability company ("LLC") or partnership, documentation showing that the designated occupant is a significant shareholder, LLC member, manager, officer, director, employee, or partner of the Entity Owner; together with documentation or information showing that such relationship is a bona fide preexisting relationship unrelated to the designated occupant's occupancy of the Unit;

(ii) If the Entity Owner is a trust, documentation reasonably satisfactory to the Board that the designated occupant is a beneficiary of the trust together with proof that such relationship is a bona fide preexisting relationship unrelated to the designated occupant's occupancy of the Unit; and

(iii) As appropriate, articles of incorporation, articles of organization, bylaws, shareholders agreement, operating agreement, or trust instrument pertinent to the Entity Owner.

Failure to provide the required Supporting Entity Documentation as required above shall be sufficient grounds for the Board to prohibit occupancy of the Unit by the designated occupant as an owner occupant.

(ii) Notwithstanding anything contained herein to the contrary, the Board may prohibit occupancy of the Unit by a person designated for occupancy by the Entity Owner if the Board determines, in its sole discretion, that the occupancy arrangement is in substance a lease and was created for the purpose of circumventing the leasing restrictions set forth in Paragraph 15 of the Declaration. In any such case, the Board may seek to enforce the leasing restrictions against the Entity Owner. Factors that may be considered by the Board in making such a determination and choosing whether or not to enforce the leasing restrictions against an Entity Owner include, without limitation, the following:

- (A) whether the Unit has been advertised as a rental Unit;
- (B) whether a lease or other occupancy agreement has been signed;
- (C) whether rent or other consideration is being paid by the occupant(s);
- (D) when the relationship between the Entity Owner and the “designated occupant” was created and whether it would exist independent of the “designated occupant’s” occupancy of the Unit;
- (E) the date on which the Unit was acquired by or transferred to the Entity Owner;
- (F) if the Entity Owner is of a type usually formed for the purpose of doing business, whether that Entity Owner actually conducts business;
- (G) whether the Entity Owner owns other residential properties; and
- (H) whether the Entity Owner was created for estate planning purposes.

(k) Enforcement. If an Owner fails to comply with any of the provisions of this Paragraph, the Association, in its sole discretion, may fine the Owner an initial fine, plus additional daily fines for continuing violations. Each Owner agrees to be jointly and severally liable with such Owner’s tenants for payment of all fines and other charges which become due as a consequence of such tenant's activities, including, but not limited to, activities which violate provisions of the Association’s governing documents. The Association shall have the right to exercise all other rights and remedies available under the Declaration and applicable law to enforce the provisions of this Paragraph 15.

(l) Applicability. Notwithstanding the above, this Paragraph 15 shall not apply to any leasing transaction entered into by the Association or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage. Such parties shall be permitted to lease a Unit without first obtaining a Leasing Permit or Hardship Leasing Permit in accordance with this Paragraph 15 and such Unit shall not be considered as being leased in determining the Leasing Cap.”

7. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration.

8. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Amendment to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect the application of such provision to any other Person or property or the validity of any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Amendment are declared to be severable.

9. Except as amended hereby, the Declaration, as previously amended, shall remain in full force and effect. This Amendment shall be effective upon recording in the Fulton County, Georgia records. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Declaration or Bylaws of the Association, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Association hereby executes this Amendment under seal on the date and year first above written.

ASSOCIATION:

**TUSCANY CONDOMINIUM ASSOCIATION, INC.,
a Georgia nonprofit corporation**

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: _____

[Notary Seal]

By: _____
President

Attest: _____
Secretary

EXHIBIT "A"

CERTIFICATION OF APPROVAL

The undersigned officers of Tuscany Condominium Association, Inc. hereby swear under oath that the above Amendment to Declaration of Condominium for Tuscany, a Condominium was duly adopted by the agreement of the required majority of the total Association vote and that all notices required under the Declaration and the Georgia Condominium Act were properly given.

Sworn to and subscribed
before me this ____ day of _____, 2020

_____, President

Notary Public

_____, Secretary

My Commission Expires: _____

[Notary Seal]

Lease Terms Exhibit
Addendum to Lease Agreement
[This Addendum is required to be attached to all leases of Units at Tuscany Condominium]

This Addendum to Lease Agreement ("Addendum") is made and entered into this ____day of _____, 20__ by and between the undersigned parties, and this Addendum hereby amends that Lease Agreement between the undersigned Landlord and Tenant dated _____, 20__, for the lease of Landlord's unit ("Unit") at Tuscany Condominium, by adding the following provisions thereto:

1. ASSOCIATION IS THIRD-PARTY BENEFICIARY; CONFLICTS. Tenant and Landlord acknowledge and agree that Tuscany Condominium Association, Inc. (the "Association") is a third-party beneficiary of the promises made in this Addendum, and that the Association may enforce any of the provisions of this Addendum against Landlord and Tenant. Landlord and Tenant also acknowledge and agree that Landlord and Tenant have been provided copies of, have read, are fully aware of, fully understand, and will strictly comply with all provisions of this Addendum and with the Declaration of Condominium for Tuscany, a Condominium ("**Declaration**"), the Bylaws of Tuscany Condominium Association, Inc. ("**Bylaws**"), and the Association's rules and regulations, as all may be amended. If there are any conflicts between the provisions of the Lease Agreement and this Addendum, then the provisions of this Addendum shall control. Except as expressly amended hereby, the Lease Agreement shall continue in full force and effect.

2. COMPLIANCE AND ENFORCEMENT BY ASSOCIATION. Tenant shall control the conduct of his or her family and guests to assure compliance with the Association's legal documents and shall indemnify and hold the Association harmless for any such person's failure to comply. Landlord shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws and rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are also fully liable and may be sanctioned for such violations. Landlord and Tenant agree that the violation by Tenant, or any Occupant or person living with Tenant, of any provision of this Addendum, the Declaration, Bylaws or Association rules and regulations shall constitute a default under the Lease Agreement, and that the Landlord is hereby granted the authority and power to declare the Lease Agreement in default and terminated for any such violation.

The Association may bring an action against the Landlord and/or Tenant for damages and/or injunctive relief, or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law for violations of the Declaration, Bylaws, Association rules and regulations or this Lease Agreement. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. If Tenant, or any guest, invitee, licensee or family member of Tenant violates the Declaration, Bylaws or Association rules and regulations for which a fine is imposed, such fine may be assessed against Tenant and/or Landlord, as provided in the Declaration and Bylaws.

3. PAYMENT OF ASSESSMENTS. Upon request by the Association, Tenant shall pay to the Association all unpaid annual, special or specific assessments which come due or are due during and prior to the term of the Lease Agreement and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or before the due dates for, Tenant's normal monthly rental payments to Landlord under the Lease Agreement. All such payments made under this Paragraph shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to Landlord. If Tenant fails to comply with such request, Tenant shall pay the Association (in addition to the payments required hereunder), all late or delinquent charges, interest, costs of collection and reasonable attorneys' fees actually incurred, to the same extent Tenant would be required to make such payments to the Association if Tenant were the Owner of the Unit during the term of this Lease Agreement and any other period of occupancy by Tenant. This provision does not release the Landlord from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

4. MAINTENANCE. Tenant shall promptly advise the Landlord of any condition of the Unit which requires repair or maintenance by Landlord, and Tenant shall promptly advise the Association of any condition of the Common Elements affecting the Unit which requires repair or maintenance by the Association.

5. USE OF COMMON ELEMENTS. Landlord transfers and assigns to Tenant for the term of this Lease Agreement all privileges that Landlord has to use any Association amenities. Landlord and Tenant agree that delinquency by Landlord in the payment of assessments or other charges to the Association authorizes the Association to suspend Common Elements use privileges. Landlord and Tenant agree that the Association may notify the Tenant of any such suspension of privileges caused by the Landlord's delinquency.

6. SUBLEASING AND ASSIGNMENT. Tenant and Landlord acknowledge and agree that there shall be no subleasing of the Unit nor shall the Lease be assigned without prior written Board approval.

7. SECURITY. Landlord and Tenant acknowledge and agree that the Association may, but shall not be required to, periodically provide measures or take actions which improve safety on or at the Condominium. However, Landlord and Tenant, for themselves and their guests, licensees and invitees, acknowledge and agree that the Association is not a provider of security and shall have no duty to provide security on or at the Condominium. Landlord and Tenant shall be responsible to protect their person and property and to provide such security as they deem appropriate. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

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

TENANT: _____
(Signature)

LANDLORD: _____
(Signature)

TENANT: _____
(Signature)

LANDLORD: _____
(Signature)

NAME(S): _____
(Please Print)

NAME(S): _____
(Please Print)