

ADDENDUM TO RESIDENTIAL AGREEMENT

THIS ADDENDUM dated this _____ day of _____, 20____, by and between _____, hereinafter referred to as "LANDLORD" and _____, hereinafter referred to as "TENANT" is hereby added to the LEASE dated _____, between said parties.

WITNESSETH

WHEREAS, the parties hereto are simultaneously herewith, entering in a residential LEASE for LANDLORD's property located in the residential development known as Cobblestone and more particularly described as _____ Palm City, FL 34990, in Martin County;

WHEREAS, the said property is subject to the Declaration of Covenants and Restrictions for Cobblestone Country Club Homeowners' Association, Inc. Article XIV of which requires the LANDLORD to obtain the prior written consent of the Cobblestone Country Club Homeowners' Association as a condition prerequisite to leasing the unit; and

WHEREAS, the Association has deemed it to be in the best interest of the members to require this addendum to be executed by LANDLORD and TENANT as a condition prerequisite to the Association's approval of such Lease;

NOW, THEREFORE, in consideration of the terms as contained herein and within the aforementioned LEASE agreement and for other good and valuable consideration, the existence and sufficiency of which are hereby mutually and conclusively acknowledged by the parties do agree as follows:

1. The terms of this Addendum shall prevail over conflicting terms contained with the LEASE agreement.
2. The parties do hereby ratify and reaffirm any and all terms of said LEASE agreement which are not in conflict herewith.
3. In the event TENANT receives notification from or on behalf of Cobblestone Country Club Homeowners' Association, Inc. that the LANDLORD is in default under his obligations for payment of Assessments imposed by Cobblestone Country Club Homeowners' Association, the TENANT shall, within ten (10) days of receipt of notification by the Association, remit the amount of the rent otherwise due to the LANDLORD over to Cobblestone Country Club Homeowners' Association, Inc. to the extent necessary to satisfy the LANDLORD's outstanding financial responsibility to the Association. Payment by TENANT to the Association in compliance with the foregoing shall satisfy the TENANT's obligation to the LANDLORD to the extent of the amount so paid.
4. The Cobblestone Country Club Homeowners' Association, Inc. shall be deemed to be a third party beneficiary of the terms of this Addendum and shall be entitled same at law and/or in equity through a Court of appropriate jurisdiction in Martin County, FL. Said Association shall be entitled to recover their costs and reasonable attorney's fees from the TENANT and/or the LANDLORD in the event it becomes necessary for the Association to retain an Attorney and/or initiate legal action to enforce its rights hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year above first written.

WITNESS

LANDLORD

WITNESS

LANDLORD

WITNESS

TENANT

WITNESS

TENANT

Please mail to: Cobblestone Country Club Homeowners Association, 10300 Rookery Way, Palm City, FL 34990 or via email at cobblestonecc@itspeed.net