

# PARKSIDE OF ONE BAYSHORE

## Residential Lease Addendum

(To be attached as an addendum to the Landlord/Tenant Lease Agreement)  
(This Addendum was adopted at the June 16, 2009 Board of Directors Meeting)  
(Amended July 28, 2009 to reflect Security Deposit Requirement)

1. **TERM AND PARTIES:** This Lease is an addendum made this \_\_\_\_\_, by and between \_\_\_\_\_ (LANDLORD) and \_\_\_\_\_ (TENANTS), concerning the lease of Unit# \_\_\_\_\_ (Unit) located at 275 Bayshore Blvd, Tampa, FL 33606 (Premises). This lease is effective \_\_\_\_\_ (START DATE) and ending on \_\_\_\_\_ (EXPIRATION DATE), with a possible option to extend up to three (3) months to \_\_\_\_\_ (Extension Expiration Date) with agreement of the association, lessor and lessee. Such option is to be requested and authorized within 7-30 days of the original lease term expiration date.

Only the following individuals shall occupy the Premises:

\_\_\_\_\_  
(List all occupants, including children). Landlord and association approval are required in order for tenant to add additional occupants.

In addition to the use of the unit, tenant also acknowledges exclusive use of storage unit # \_\_\_\_\_ and parking spaces # \_\_\_\_\_ and # \_\_\_\_\_.

2. **SECURITY DEPOSIT AND ADVANCE RENT:** The Parkside of One Bayshore Condominium Inc requires a security deposit in the amount of **\$500.00** to be placed in a non-interest bearing escrow account. Such security deposit is due with lease application.

If tenant has paid a security deposit, such funds may be applied by the association for any unpaid costs of property damage incurred during the lease term by the tenant, other occupants of the unit or the tenants guests.

3. **PETS:** Neither the tenant nor the tenant's guests or family members are permitted to keep any pet or animal in the unit or on the premises at any time, except for certified registered assistance dogs.

4. **RECREATIONAL FACILITIES:** Tenant agrees to abide by all rules and regulations governing the use of these facilities to include the fitness room and pool area.

5. **ASSIGNMENT OR SUBLEASING:** The tenant is prohibited from assigning this lease or subletting any portion of the unit at any time during the term of this lease.

6. **ACCESS TO UNIT:** Tenant hereby understands that the Association Maintenance and Management may enter the unit in case of an emergency at any time in order to preserve and protect the premises. Refusal of the tenant to allow the owner or Association Maintenance or Management access to the unit will constitute a breach of this lease.

7. **RISK OF LOSS:** According to the Declaration of Parkside of One Bayshore, Section 8.2, "It shall be the responsibility of each Unit Owner to obtain at his/her expense condominium Unit Owners insurance coverage.....Unit Owners shall furnish the Association copies of all insurance policies obtained by them". Landlord must provide a copy of a current copy of proof of condo insurance with the lease application to the association.

In addition, per Florida Statute 718.111, Section (11)(g)2: "The Association shall require each owner to provide evidence of a currently effective policy upon request, but not more than once per year."

The tenant is strongly urged to optain proper insurance coverage for their personal property.

\_\_\_\_\_  
(Landlord initials)

\_\_\_\_\_  
(Tenant Initials)

8. **BUILDING AND UNIT ACCESS DEVICES:** Tenant hereby acknowledges receipt of the following unit and building access devices:

\_\_\_\_\_ # unit door keys                      \_\_\_\_\_ # storage room keys  
\_\_\_\_\_ # mailbox keys                      \_\_\_\_\_ # fitness/pool area key

The following building access devices have been provided to the tenants:

key fobs serial # \_\_\_\_\_, # \_\_\_\_\_, # \_\_\_\_\_

proxy cards serial # \_\_\_\_\_, # \_\_\_\_\_, # \_\_\_\_\_

garage remotes serial # \_\_\_\_\_, # \_\_\_\_\_, # \_\_\_\_\_

Tenant understands that upon vacating the unit, all of the above devices are to be returned to the unit owner or its designated agent. Landlord may charge the tenant for any unreturned devices.

Tenant is not permitted to rekey the door lock without the Landlords and association’s written permission. A copy of the key must be provided to the Association Management. The unit door hardware shall not be changed.

9. **USE OF UNIT AND PREMISES:** The unit and premises are located in a condominium development. The lease and tenant’s rights under the lease shall be subject to all terms, conditions, provisions, and restrictions set out in the Declaration of Condominium, By-Laws, Articles of Incorporation, restrictions, rules and regulations and Board-enacted policies as now exist or may be adopted, modified, amended or repealed by the governing association during the lease term.

- Tenant shall use the unit only for residential purposes. Tenant shall also obey, and require guests and family members in the unit and on the premises to obey, all laws, Association Documents, Rules & Regulations and Board enacted policies, and any additional restriction that apply to the unit and the premises. Landlord shall provide tenant with all the restrictions governing the unit and premises.
- Occasional overnight guests are permitted. Tenant acknowledges that all guests staying in excess of 48 hours must be registered with the Association Management prior to visitation. Landlord’s written approval is required to allow anyone else to occupy the unit not originally listed in this lease agreement.
- Neither tenant nor the tenant’s guests or family members shall not keep a pet or animal in the unit or on the premises at any time, except for certified registered assistance dogs. All certified registered assistance dogs must be registered with the Association Management.
- Tenant shall not keep in the Unit or on any portion of the Association property any dangerous or flammable items that might increase the danger of fire or damage to the unit or premises.
- No grills of any type are permitted on the balconies. Grills are provided for use of unit owners and tenants use on the pool deck.
- Tenant shall not use or have any liquid-filled furniture, including but not limited to waterbeds, in the unit or on any portion of the premises.
- Tenant shall not create any environmental hazards on or about the unit or premises.
- Tenant shall be entitled to quiet enjoyment of the unit and premises as long as tenant pays the rent in a timely manner and performs all other obligation under this lease.
- Tenant shall not disturb residents or their guests or the peaceful and quiet enjoyment of the premises. Tenant shall require their guest on the premises to conduct themselves in the same manner.
- Tenant shall maintain the unit and premises in a clean and sanitary condition.

10. **ALTERATIONS/IMPROVEMENTS/MODIFICATIONS:** No subsequent alteration, improvement, or modification to the unit shall be made by the tenant. Tenant shall not hang any drapery or blinds, drill into the walls, ceilings or floors or perform any additional improvements to the unit. Please reference the Rules and Regulations of Parkside of One Bayshore.

11. **DAMAGES TO COMMON AREA ELEMENTS:**

- If the common area elements are damaged or destroyed by the wrongful or negligent acts of the tenant or person on the premises with tenant’s consent, the Association shall repair any damage to the common area elements and tenant shall

\_\_\_\_\_ (Landlord initials)

\_\_\_\_\_ (Tenant Initials)

pay to the Association upon demand the amount expended by the Association for such repairs. If the tenant fails to reimburse the Association, then the responsibility to reimburse the Association shall be incurred by the unit owner.

12. **APPROVAL CONTINGENCY:** The lease is conditioned upon approval of tenant by the Association that governs the premises.

13. **ACKNOWLEDGMENT OF RECEIPT OF RULES AND REGULATIONS:**

Tenant hereby acknowledges that tenant has received, read, understands and agrees to abide by all Association Documents (Declaration and By-Laws), Use Rules and Regulations and all enacted policies of the Board of Directors of Parkside of One Bayshore.

Tenant also acknowledges that failure to comply with the Association Documents, Rules & Regulations and Board policies may result in a \$100 fine per day for each continued violation to a maximum of \$1,000 per month and a non-renewal of the lease agreement by the Association.

14. **EARLY LEASE TERMINATION CLAUSE:** Landlord hereby understands that should Landlord accept an early lease termination from his/her tenant for the Lease Agreement expiring on \_\_\_\_\_ (expiration date), then Landlord acknowledges that the Association will not authorize a new Lease Agreement prior to the expiration of the current lease which expires on \_\_\_\_\_.

15. **ORDER OF PRECEDENCE:** All items listed in this Residential Lease Addendum shall take precedence over any lease agreement entered into by and between the "Landlord" and the "Tenant".

IN WITNESS WHEREOF, the parties have caused this lease to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LANDLORD SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

LANDLORD SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TENANT SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TENANT SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TENANT SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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\_\_\_\_\_ (Landlord initials)

\_\_\_\_\_ (Tenant Initials)