

HARTSOCK LEASE ADDENDUM

Notwithstanding any contrary provisions in the Lease to which this Addendum is attached, the following shall apply for the benefit of the Homeowner Association in which the unit is located (the "Association"):

1. The Tenant/Lessee (the "Tenant") has received and read and shall fully, strictly comply with the Association Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, including without limitation, any rule(s) regarding tenants and/or leases (collectively called the "Association Documents").
2. Tenant acknowledges that the terms of the lease, and lessee's occupancy of the Condominium Unit, shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association and the Rules and Regulations of the Board, and that any failure by the lessee to comply therewith shall be a default under the lease and shall entitle the Association to take such direct action against lessee as deemed appropriate to protect the Common Elements and/or enforce any provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations. In the event of any such legal proceedings, the Tenant and Landlord/Lessor (the "Landlord") shall be jointly and severally liable for all of the Association's costs, expenses, and damages, including attorney's fees.
3. The Tenant shall promptly and truthfully supply all information required by the Association's Board regarding Tenant's occupancy of the premises, including without limitation, an occupant information sheet, if applicable.
4. The Tenant and Landlord shall indemnify and hold the Association harmless from any loss, damage, or expenses caused by the Tenant breach of the Association Documents, damage to the common elements, or other damages resulting from the Tenant's wrongful acts or omissions. The Tenant and the Landlord agree to pay any and all fines and assessments imposed by the Association's Board for violation of the Association Documents.
5. If the Landlord fails to pay any Association Assessments or other sums when due, the Association's Board may collect any rents due under this Lease and apply them against any such unpaid sums. If the Tenant fails or refuses to pay any rent or other sums owed, or otherwise violates this Addendum, the Board may proceed to terminate the Lease and bring summary proceedings to evict the Tenant, and may exercise all other legal and equitable rights and remedies, which shall be cumulative, not exclusive and may be exercised concurrently or successively.

6. The terms and provisions of the Association Documents are hereby incorporated in this Addendum by this reference, and shall prevail over any conflicting provisions of this Lease. The Association shall be entitled to enforce its rights and remedies under the Association Documents or the Lease or this Addendum as third-party beneficiary hereunder or as provided by law or statute.
7. Tenant understands and agrees that no dogs or cats are permitted in their rental Unit.
8. Tenant understands and agrees that their visitors may not bring any animals including dogs onto Hartsock property or into their rental unit.
9. An Owner who leases their Unit shall be deemed to have appointed the Association their attorney-in-fact and granted to the Association the right, in the place and stead of the Owner, to evict any occupant possessing a Unit in violation of this Section 7.9 of the Declaration, and to deal with any failure by the lessee to comply with the provisions of the lease or this Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, which failure shall be deemed a material default under the lease and shall entitle the Association to take such direct action against lessee as deemed appropriate by the Board, including pursuit of any and all remedies as provided in the lease, by law, or as set forth in the Declaration, including termination and eviction remedies.
10. Tenant and Landlord certify that they have read and understood this Lease Addendum and the Association Documents and will comply fully and promptly therewith.

Dated: _____

TENANT: _____ LANDLORD: _____
(Printed Name) (Printed Name)