

EVO HOMEOWNERS ASSOCIATION
LEASE ADDENDUM

This Lease Addendum ("Addendum") is by and between , _____ ("Member") and _____ ("Tenant"). Tenant wishes to lease Unit # _____ ("Unit") and Member wishes to lease the same to Tenant.

THEREFORE, the parties agree as follows:

- 1. Possession and Membership Privileges. Subject to the terms of this Agreement, Member agrees to transfer his/her membership privileges, with the exception of Member's voting rights unless such voting rights are assigned pursuant to the CC&R's, to Tenant and permit Tenant to use the Association's Common Areas during the term of the Tenant's lease of the Unit. As a result, Member and Member's family, friends, employees, and invitees relinquish their rights to use the Common Area facilities during the term of this lease.
2. Lease. This addendum shall become a part of the lease agreement ("Lease") between Member and Tenant as well as all subsequent lease agreements between Member and Tenant of this or any other Unit in the Association. A copy of the signed Lease shall be provided to the Association prior to Tenant occupancy.
3. Term of Lease. Tenant and member hereby represent that the Lease contains an initial term of at least six (6) months.
4. Unit is a Condominium. Tenant understands that the Unit is a condominium and is subject to CC&R's, Bylaws, and Rules and Regulations of the Association (collectively "Governing Documents"). Tenant agrees to be bound by the Governing Documents of the Association.
5. Failure to Abide by Governing Documents. (CC&R's Section 7.12C and 7.12B) Tenant understands and agrees that failure to abide by the Governing Documents will constitute a default ("Default") under the lease. In addition to any rights Member may have against Tenant, Tenant understands that pursuant to the CC&R's, Member has assigned to the Association Member's right in the event of Default: (i) to suspend Tenant's privileges to use the Association's recreational facilities, (ii) to suspend non-essential services, (iii) to assess monetary penalties against the Tenant, and (iv) to evict Tenant from the Unit by means of an unlawful detainer action.
6. Hold Harmless. Tenant shall hold the Association, its officers and directors, management agents, employees, and each of them free and harmless of and from all liability, judgments, costs, damages, claims or demands arising out of (i) any claim or dispute in connection with the Lease, (ii) any injury, claim, or loss in connection with the Unit.
7. Conflict with Lease. In any conflict between the Addendum and the lease, this Addendum shall prevail.
8. Conflict with Documents. Notwithstanding the provisions of this Addendum, if there is any conflict between the provisions herein and the Association's Governing Documents, then the Association's CC&R's and By Laws take precedence.

MEMBER: _____

Date: _____

TENANT: _____

Date: _____