

Lease Term Agreement

This addendum is required with all leases at PUCKETTS MANOR COMMUNITY ASSOCIATION

This addendum to Lease Agreement is made and entered into this ____ day of _____, 20__ by and between the undersigned parties, and the addendum amends that lease agreement between the undersigned Landlord and Tenant dated _____, 20__ for lease of Landlord's unit at PUCKETTS MANOR COMMUNITY ASSOCIATION by adding the following provisions thereto:

1. **ASSOCIATION IS THIRD-PARTY BENEFICIARY: CONFLICTS.** Tenant and Landlord acknowledge and agree that PUCKETTS MANOR COMMUNITY 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 and By-Laws and the Associations 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.

2. **COMPLIANCE AND ENFORCEMENT BY ASSOCIATION.** Tenant shall control the conduct of its employees, guest, licenses, and invites to ensure compliance with the Association's legal documents, and shall indemnify and hold the Association harmless for any such person's failure to comply. Landlord and Tenant agree that the violation by Tenant, its employees, guests, or invitees of any provision of the addendum, the Declaration, By-Laws, or Association rules and regulations shall constitute a default under the Lease Agreement, and that the Association 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, By-Laws, or Georgia law, including all remedies available to a landlord upon breach or default of a lease (including eviction of Tenant), for violations of the Declaration, By-Laws, Association rules and regulations or the 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. Landlord delegates and assigns to the Association, at the Board's discretion, the power to evict Tenant on behalf of and for the Landlord. If Tenant, or any employee, guest, invitee or licensee of Tenant violates the Declaration, By-Laws, 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 By-Laws. Notwithstanding Tenant's obligation to comply with all governing documents, Landlord shall be ultimately responsible to the Association for Tenant's conduct and actions.

3. **PAYMENT OF ASSESSMENTS.** Upon request by the Association, Home Owner / Landlord shall pay to the Association all unpaid annual and special assessments which come due or are due during the term of the Lease Agreement, and any other period of occupancy by Tenant. However, Home Owner need not make such payments to the Association in excess of, or before the due dates. Home Owner / Landlord is required to pay the yearly assessment by the due date and is required to prorate, (if the rental /lease occurs after the annual assessment due date) and amortize the assessment into the Tenant's normal monthly rental payments to Landlord under the Lease Agreement.

4. **MAINTENANCE AND INDEMNIFICATION.** Lawn care and Weed control are ultimately the responsibility of the Owner / Landlord. The ASSOCIATION requires the Owner / Landlord to have evidence of a weed control contract in place for the term of the lease. Lawn maintenance (mowing, edging and trimming) may be performed by the Tenant or Owner / Landlord, but must be kept in compliance with the ASSOCIATION rules and regulations and is ultimately the responsibility of the Owner / Landlord. Tenant shall promptly advise the Landlord of any condition of the Unit which requires repair or maintenance by the 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. Tenant shall be liable for and shall indemnify, release and hold Landlord and the Association harmless from any damage or injury to the person or property of Tenant or any other person if such damage or injury is due, in whole or in part, to: (1) the act or neglect of the Tenant, Tenant's employees, guests, licensees or invitees, or (2) any failure of the Tenant to report in writing to Landlord and the Association any defective condition which Landlord or the Association would be required to repair under the terms of the Declaration and this Lease Agreement.

5. **USE OF COMMON ELEMENTS.** Landlord transfers and assigns to Tenant for the term of the Lease Agreement all privileges that Landlord has to use any Association Common Elements. 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. **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 PUCKETTS MANOR COMMUNITY. However, Landlord and Tenant, for themselves and their employees, 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)