

YORKTOWN COMMUNITY SERVICES ASSOCIATION
ADDENDUM TO LEASE

_____ (hereinafter called “Lessor”)

_____ (hereinafter called “Lessee”)

hereby agree to the lease agreement dated _____ between the parties hereto for

[UNIT ADDRESS] _____

Whereas, the rules and regulations of Yorktown Community Services Association requires a lease addendum, as approved by the Board, in order to be in compliance with the rules, regulations and policy on the leasing of units.

WHEREAS, Lessor and Lessee desire to be in compliance with the rules, regulations and policies of Yorktown Community Services Association (hereinafter called the “Association”), the parties hereto agree to incorporate within its terms and conditions of the lease the following additional provisions for the benefit of the Association.

THEREFORE, it is agreed as follows:

1. Lessee acknowledges that promises made to Lessor in this paragraph and the following paragraphs hereof are made for the benefit of Yorktown Community Services Association for the purpose of reinforcing Lessor’s duties to the Association through Lessee’s performance. In order to enforce the provisions of this lease agreement made for the Association’s benefit, the Association may, but is not required to, bring an action against Lessor or Lessee to recover sums due for damage or injunction relief or may impose any other sanction authorized by the Declaration or ByLaws (or Code of Regulations) of Yorktown Community Services Association. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter. Lessee acknowledges having been given and having read a copy of aforesaid documents.
2. Lessee shall comply with the Declaration and the ByLaws (or Code of Regulations) governing Yorktown Community Services Association and with the administrative rules, regulations and policies adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in Lessor’s deed to the premises. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person’s failure to comply. Lessee acknowledges that the violation of any provision of the Declaration, the ByLaws (or Code of Regulations) or the Rules and Regulations adopted thereafter shall constitute a default under this lease.
3. Upon request by the Association, Lessee shall pay to the Association all unpaid assessments against the premises (“delinquent assessments”), as lawfully determined and made payable during the term of this lease agreement and other period of occupancy by the Lessee; provided that Lessee need not make such payments to the Association in excess of, or prior to the due dates for monthly rental payments unpaid at the time of the Association’s request. All payments made under paragraph 4 shall reduce, by the same amount, Lessee’s obligation to make monthly rental payments to Lessor. Payments made by Lessee shall not exceed the total due on the entire lease.

Lessor shall remain responsible for the delinquent assessment, as reduced by sums actually received by the Association from the Lessee, as provided hereunder.

4. If Lessee fails to comply with the Association's request as provided in this paragraph, Lessee shall pay to the Association all charges, interest and costs of collection including but not limited to an attorney's commission as provided in the law to the same extent Lessee would be required to make such payments to the Association if Lessee were the owner of the premises during the term of this lease agreement and any other period of occupancy by the Lessee.
5. Lessee shall comply with all notices and other requirements, rules and regulations of the Association concerning maintenance, repairs, parking and other items and report in writing to the Lessor any defective condition which the Lessee would be required under the terms hereof on notice from Lessee.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed these documents the day and year first above written.

WITNESS

LESSOR

WITNESS

DATE

LESSEE

DATE