

# Midtown at Foothills Farm Homeowners Association, Inc.

## LEASE ADDENDUM

This Addendum is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_  
\_\_\_\_\_ ( hereinafter called "Lessor"), \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_

( hereinafter called "Lessee") adds the following provisions to the residential lease agreement ( for the period from

\_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ ) entered into between Lessor and Lessee dated

\_\_\_\_\_ ("Lease") for the lease of the property located at

\_\_\_\_\_ ("Unit"): \_\_\_\_\_

1. Lessee and Lessor acknowledge that the Unit and this Lease are subject to the Declaration for Midtown at Foothills Farm ("Declaration"), the Articles of Incorporation Midtown at Foothills Farm Homeowners Association, Inc. ("Articles"), the Bylaws of Midtown at Foothills Farm Homeowners Association, Inc. ("Bylaws") and administrative rules and regulations adopted by the Board of Directors of Midtown at Foothills Farm Homeowners Association, Inc. ("Association"). Association shall be a third-party beneficiary of this addendum.

2. Lessee shall comply strictly with the Declaration, the Articles, the Bylaws, and the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. 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 by Lessee, or any occupant or person living with Lessee, of any provision of the Declaration, Bylaws, or the rules and regulations adopted thereunder, shall constitute a default under this Lease.

In order to enforce the provisions of this Addendum, the Association may bring an action against the Lessor or Lessee for damages or injunctive relief or may impose any other sanction authorized by the Declaration or Bylaws or available at law or in equity including, without limitation, the right to suspend the Lessee's use of Common Elements and to impose fines upon Lessor or Lessee for such violations. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter.

Lessee and Lessor hereby represent that Lessee has been given a copy of the Declaration, Articles, Bylaws, and rules and regulations of the Association, that Lessee has read them, and that Lessee is bound by them.

If Lessee or a person living with Lessee violates the Declaration, Articles, Bylaws or a rule or regulation for which a fine is imposed, the Association shall have the option to assess a fine against Lessee; provided, however, if the fine is not paid by Lessee within the time period set by the Board of Directors of the Association, Lessor shall pay the fine upon notice from the Association of Lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit. Furthermore, eviction will also be considered for any Covenant violation that is not rectified.

3. SUBORDINATION OF RIGHTS. Lessee's and Lessor's rights shall be subject to all rights of the Association and any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the Premises by Lessor.

4. CONFLICTS. If there is a conflict between the Lease and this Addendum, this Addendum shall control. All unaffected provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LESSOR: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

LESSEE: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

Please send this lease addendum to:

Z&R Property Management  
c/o Midtown at Foothills Farm HOA  
6015 Lehman Drive Suite 205  
Colorado Springs, CO 80918  
Jerry@zandrmgmt.com