

RESOLUTION OF THE BOARD OF DIRECTORS OF
BAY HARBOR CLUB ASSOCIATION INC.
REQUIRING USE OF UNIFORM LEASE ADDENDUM
("Uniform Lease Addendum Resolution")

WHEREAS, Bay Harbor Club Association, Inc., a not-for-profit corporation ("Association"), is the entity responsible for the management and operation of the Bay Harbor Club Condominium (the "Condominium") and providing for the welfare and benefit of the Association's members;

WHEREAS, the Association's Declaration of Condominium ("Declaration"), as it may be amended from time to time, contains certain restrictions and rules regarding the lease of Units at the Condominium ("Lease Restrictions");

WHEREAS, pursuant to Article XVIII(C)(10) of the Declaration, the Association has the power to require all leases be in writing and be approved in advance by the Association, as well as the right to terminate a lease or restrict amenity use rights upon default by the tenant in observing any of the provisions of the Declaration, Articles of Incorporation, By-Laws, Rules & Regulations, and any other agreements, documents, or instruments governing the Condominium or administered by the Association (hereinafter collectively the "Condominium Documents");

WHEREAS, pursuant to Fla. Stat. § 718.303(1) and Article XVIII(C)(10)(iii) of the Declaration, any lease of a Unit at the Condominium shall automatically be deemed to contain certain language and terms, and must also be consistent with and/or provide specifically for certain terms and conditions set forth in the Declaration;

WHEREAS, as part of the Association's consideration of lease applications, in order to standardize the review process and to ensure that all leases of Units contain the terms, conditions, restrictions, and provisions required for such leases under the Declaration, the other Condominium Documents, and Florida law, the Association desires to adopt a uniform document that will be required to be executed by all Unit Owners seeking to lease their Units and by all proposed tenants under such proposed lease;

WHEREAS, after consultation with legal counsel, the Association believes it is in the best interest of the Association and its residents to utilize a Uniform Lease Addendum ("Uniform Lease Addendum"), a copy of which is attached hereto as **Exhibit "A"**, to standardize leasing of all units and ensure the proper language is included in each lease of a Unit;

WHEREAS, the execution of the Uniform Lease Addendum by the Unit Owner(s) and proposed tenant(s) of the Unit shall be required as part of the lease application process, and a signed copy of same must be provided to the Association as part of the lease application package for the Unit;

WHEREAS, the Board of Directors of the Association, at a duly noticed Board of Directors' Meeting held on November 24th, 2025, at 6:00 p.m. EST, at which a quorum of the Board was present, and after having consulted with its legal counsel and Management, voted to

approve a Motion, made by Derek Hook, and seconded by Cid Toselli, to approve, ratify, and/or adopt the Uniform Lease Addendum for use in connection with all applications for leases of Units at the Condominium, which Motion passed 3 to 3.

NOW THEREFORE, BE IT RESOLVED, all Unit Owners shall utilize the Uniform Lease Addendum when submitting a proposed lease to the Association for the Board's consideration, and as such, the Board of Directors, on behalf of the Association, hereby resolves and adopts this Uniform Lease Addendum Resolution.

Dated this 24th day of November, 2025.

BAY HARBOR CLUB ASSOCIATION, INC.

By: 

Print Name: Derek Hook

Title: Board President

EXHIBIT “A”

UNIFORM LEASE ADDENDUM
Bay Harbor Club Association, Inc.

This Lease Addendum (“Addendum”) is entered into as of the last date set forth below (the “Effective Date”), by and between Bay Harbor Club Association, Inc. (“Association”), _____ (“Owner”), and _____ (“Tenant”)¹ (Association, Owner, and Tenant may be individually referred to herein as a “Party,” and collectively as the “Parties”).

WHEREAS, the execution of this Addendum is in connection with the Association’s approval of that certain Lease Agreement dated _____ (“Lease”) between Owner and Tenant, for the following described property:

Unit No. _____ of Bay Harbor Club Condominium, a Condominium, according to the Declaration thereof, recorded _____, 202__, in Official Records Book 29617 Pages 2978, of the Public Records of Miami-Dade County, Florida, and any amendments thereto, together with its undivided share in the common elements (the “Unit”).

This Addendum shall modify and/or supplement the Lease and the application documents to be executed and submitted by Tenant to the Association (“Application Documents”). The Lease, the Application Documents, and this Addendum shall be collectively referred to as the “Lease Documents.” Notwithstanding anything to the contrary in the aforementioned Lease and/or Application Documents, the Parties hereto agree as follows:

1. Tenant/Occupant Approval.

- A. Owner and Tenant acknowledge that the Association has a right to disapprove of a potential lease of the Unit and may choose to reject this proposed Lease of the Unit for any reasonable grounds, including but not limited to, in the event that the Owner is delinquent in the payment of a monetary obligation to the Association (e.g. -- when the Owner has failed to pay assessments more than ten (10) days from the original due date of the assessment at the time of the Association’s consideration of the tenant’s application); failure to submit all screening documents required; and/or occupancy by the proposed tenants/occupants will violation any providing of the Condominium Documents (hereinafter defined). Owner and Tenant also acknowledge that if approved, the Association has the right, but not the obligation, to later terminate the lease upon a default by the Tenant of any of the Association’s Condominium Documents (hereinafter defined). The Parties agree that, in the event of such termination by the Association, the Association shall be entitled, but not required, to proceed as a Landlord and/or Landlord’s agent under Part II of Chapter 83, Florida Statutes, and shall have all rights and remedies as provided thereunder, including but

¹ Including all occupants.

not limited to bringing summary proceedings to evict Tenant and restore possession of the Unit in favor of the Owner.

B. Owner and Tenant acknowledge that the Association's approval of the proposed Lease described above is only for that particular Lease, which shall not be modified, amended, extended, renewed, assigned, and/or sublet without the prior written consent in writing of the Board. The Association reserves the right to require submission of new and/or additional Application and Lease Documents for any modification, extension, and/or renewal of the Lease described above, provided, however, that no charge shall be made in connection with the Association's consideration of a requested extension or renewal of a previously approved Lease.

C. The following persons are authorized to occupy the Unit along with the aforementioned named Tenant:

2. **Condominium Documents.**

A. Tenant agrees to be bound by the Association's Declaration, Articles of Incorporation, By-Laws, and all Rules and Regulations of the Association, including all exhibits attached thereto, as any or all may be amended from time to time (collectively, the "Condominium Documents"), as well as all applicable provisions of Chapter 718, Florida Statutes, all of which are considered incorporated into the Lease Documents by reference. Tenant shall strictly and fully comply with the covenants, terms, conditions, provisions and restrictions of the Condominium Documents, just as though the references to "Unit Owner(s)" or "Owner(s)" in said Condominium Documents were references to "Tenant." Any breach or violation of the aforementioned covenants, terms, conditions, provisions and restrictions by the Tenant and/or Tenant's guests, agents, or invitees shall constitute a material breach of the Lease Documents, and shall entitle Association, as a third-party beneficiary and acting in Owner/Landlord's stead, to any and all remedies provided herein for default.

B. Owner expressly acknowledges that Owner remains ultimately responsible for the acts and/or omissions of the Tenant as well as Tenant's co-occupants, guests, or invitees, and for any and all amounts incurred by the Association (including but not limited to attorney's fees and costs) in connection with remedying violations of this Addendum and/or the Condominium Documents.

C. Owner expressly acknowledges that Owner shall be responsible for providing notice to Tenant of any and all changes to the Condominium Documents at all times during the term

of the Lease. Tenant expressly acknowledges that he/she has received, read, and understands the Condominium Documents.

- D. In the event of any violation by Tenant of the Association's Condominium Documents, in addition to the other remedies contained herein, Owner and Tenant agree that the Association has the right to prevent renewal of the Lease.
- E. Owner and Tenant acknowledge that the Association requires a security deposit equivalent to one month's rent to be paid to and held by the Association during the term of the Lease, which security deposit may be used by the Association to repair any damage to the Common Elements and/or resulting from acts or omissions of the Tenant (as determined in the sole discretion of the Association).

3. **Payment of Rent to the Association.**

- A. The Association desires to condition the Lease on the Tenant's agreement to certain concessions relating to the non-payment of assessments by Owner, including payment of the next rental installment to the Association any time the tenant is given notice that the Owner is delinquent. Owner acknowledges that if a delinquent balance is owed on the Unit pursuant to the Declaration, in order for the Association to approve Owner's proposed Lease for the Unit, the rent for said Lease must be paid directly to the Association, in an amount and manner acceptable to the Association, until the full balance of the Owner's delinquency is paid in full.
- B. Within ten (10) business days of a written request by Owner, in accordance with Fla. Stat. § 718.116(8), the Association will provide the Owner with an updated pay-off amount reflecting the amount of the Total Due either at the inception of the Lease or after application of the Rent.
- C. In the event that the Tenant is making payments directly to the Owner pursuant to the Lease, and the Owner becomes delinquent by failing to pay any assessments or other obligations owed to the Association within ten (10) days of their due date, then the Association shall have the right to tender written notice of the delinquency to the Tenant, in which event the Tenant must make the next payment directly to the Association, and all payments thereafter, unless and until the Owner's delinquency to the Association is paid in full. The collection of rental payments from the Tenant shall not be deemed an election of remedies, and the Association may also still proceed to collect delinquent amounts owed directly from the Owner in accordance with the Condominium Documents and Chapter 718, Fla. Stat., including but not limited to the filing of a Claim of Lien and foreclosure of same against the Unit.

- D. All rent payments received by the Association under the Lease Documents will be applied to the delinquent balance owed on the Unit in accordance with Fla. Stat. § 718.116(3).
- E. Upon payment in full of any delinquency due to the Association, the Association shall give written notice to the Tenant and Owner that the balance has been paid in full and that the Tenant must make payments thereafter directly to the Owner.
4. **Rules of Conduct for Occupancy.** This paragraph applies in addition to all of the rules and requirements related to occupancy and use of Units under the Condominium Documents. Tenant shall use the Unit only for residential purposes. Tenant also shall obey, and require anyone on the property in connection with Tenant to obey, all laws and any restrictions that apply to the Unit. Since the Unit is located in a condominium, the Lease Documents and Tenant's rights under same, including as to the common areas, are subject to all terms of the governing documents for the Condominium, including, without limitation, the Condominium Documents, as they may be amended from time to time, and any other restrictions, rules, and regulations now existing or hereafter adopted, amended, or repealed. Tenant agrees to keep and observe these rules of conduct and also agrees to keep and observe reasonable rules as may be promulgated by Owner or Owner's agent for the necessary and proper care of the building or complex, provided such rules do not materially change the terms contained in the Lease Documents or affect the use and enjoyment of the Unit. Owner grants to Tenant permission to use, along with others, the common areas of the building or complex, and the development of which the Unit is a part.
5. **Pets.** As set forth in the Declaration at Article XVIII(A)(7), Tenant may maintain a maximum of one (1) domesticated household pet consisting of a dog or cat that does not exceed twenty (20) pounds within the Unit, as defined and re-defined from time to time by the Condominium Association, provided it is not kept, bred or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. Tenant must pick-up all solid wastes of their pet and dispose of such waste appropriately. All pets (including cats) must be kept on a leash no more than six (6) feet in length at all times when outside the Unit or enclosed patio. No pets may be kept in patio areas or on balconies when the Tenant is not in the Unit. Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine the Tenant (as provided in any applicable rules and regulations) and/or require any pet to be permanently removed from the Condominium Property. This section shall not prohibit the keeping of a fish or a caged household-type bird(s) in the Unit, provided that these animals are not kept on limited common areas of the Property or become a nuisance or annoyance to neighbors. Tenant further represents, warrants, promises, and agrees as follows:
- a) Only the pet described in Tenant's Application Documents may be kept in the Unit. No other pet, including offspring, is permitted on the premises at any time.

- b) The pet is housebroken or kept in a suitable cage, crate, tank, or other container appropriate for the type of animal.
 - c) To the extent required by law, the pet is licensed, and the Tenant, as its owner, possesses all required permits, licenses, or other permissions to own and keep such pet and has had the animal vaccinated or otherwise treated as required by law to prevent rabies or other communicable diseases.
 - d) Any pet for which permission has been granted must be kept in the Tenant's Unit, and may not be allowed on balconies or in common indoor or outdoor areas except for purposes of ingress and egress when in the company of Tenant. Whenever the pet is outside the Unit, it must be properly handled and comply with the leashing requirements set forth in the Condominium Documents.
 - e) Pet waste must be disposed of properly. It may not be left on the grounds or in common areas, nor may it be flushed down toilets or drains.
 - f) Tenant will be considerate of the safety and security and rights of other residents in the building. Tenant will not permit the pet to disturb the rights, comforts and conveniences of neighbors or other tenants or their guests or invitees. This applies whether the pet is inside or outside of Tenant's dwelling Unit.
 - g) The Association has the right to adopt rules and regulations regarding the keeping of pets or animals in the Unit and further has the right to make changes to such rules from time to time. Tenant agrees to be bound by the terms of such rules and regulations. Tenant also agrees to comply with and abide by any and all local ordinances.
 - h) Tenant agrees that an otherwise authorized pet may be required to be immediately (within 24 hours) removed from the Unit in the event of any of the following: (i) repeat violations by Tenant of the Lease Documents and/or rules and regulations pertaining to pets; (ii) receipt of reasonable complaints from other residents, establishing that, in the Association's sole discretion, the rights, comforts, convenience, and peaceful enjoyment of their property have been violated by the presence of the pet; and/or (iii) endangerment or abandonment of the pet, as determined in the Association's sole discretion.
6. **Association's Rights; No Additional Obligations Created.** The Parties hereto acknowledge and agree that the Association is hereby empowered, but not obligated, to act on its own behalf or as agent of the Owner with full power and authority to take such action as may be required to compel compliance by Tenant, or Tenant's guests or invitees, with the Lease, this

Addendum, the Condominium Documents, and Florida Statutes Chapter 718, including the institution of legal proceedings, as set forth below. In the event of such action by the Association, the Association shall be entitled to recover jointly and severally against the Owner and Tenant all expenses, charges, fees, and costs (including any attorney's fees and costs, at all levels, including to litigate entitlement to and amount of awardable fees, without limitation) incurred by the Association in connection with the Owner's and/or Tenant's violation of the Lease Documents and/or Condominium Documents. This provision shall not create any additional duties and/or obligations for the Association, and nothing contained in the Lease, this Addendum, or the Condominium Documents shall in any manner: (a) be deemed to make the Association a party to the Lease; (b) create any obligation or liability of the Association to Owner and/or Tenant (including, without limitation, any obligation as a landlord under applicable law or any liability based on the Association's approval of Tenant, such approval being solely for the benefit of the Association); and/or (c) create any rights or privileges of Tenant under the Lease, this Addendum, or the Condominium Documents in or as to the Association unless explicitly set forth in writing. However, the Owner and Tenant acknowledge and agree that the Association is an intended third-party beneficiary of the Lease.

7. **Rental Insurance.** Before the commencement of the lease period, the Tenant agrees and is obligated to purchase renter's insurance on the Unit, which covers all contents within the Unit and the Tenant's liability insurance. The Tenant is jointly and severally liable with the Owner to the Association for any damage done to the Unit, Common Elements, or Association Property during the tenancy and agrees to reimburse the Association for any and all repairs needed within the Unit, to the Common Elements, and/or to Association Property due to the Tenant's negligence, failure to notify, violation of the Condominium Documents, and/or destruction of property.
8. **No Assignment or Subletting.** Tenant and/or Owner shall not, directly or indirectly assign, transfer, mortgage, pledge or otherwise encumber or dispose of the Lease Documents or sublet the Unit or any part thereof or permit the Unit to be occupied by other persons without first obtaining the prior written approval of the Association, which may be withheld in the Association's sole discretion.
9. **Default.** In the event of any violation of the terms of the Lease, this Addendum, and/or the Condominium Documents, including but not limited to the failure to pay rent directly to the Association when due or failure to comply with Association rules, the Association may, but is not compelled to: (a) require that the Owner cause Tenant and all occupants to be evicted from the Unit within the minimum time allowed by law; and/or (b) demand that all persons otherwise allowed to occupy the Unit vacate such unit upon seven (7) days' written notice. The Owner appoints the Association as its "agent" and/or "attorney-in-fact" for the purpose of enforcing any rights the Owner has pursuant to the Lease and/or the Addendum. The Association has the right to act on behalf of the Owner to enforce these rights, as well as its own rights under the

Condominium Documents, through an eviction action under Part II of Chapter 83, Florida Statutes, or otherwise, in the name of the Association but on account of and to restore possession in favor of the Owner, or through injunctive relief, and it shall be presumed that the violation of any provisions hereof shall constitute irreparable harm and that the Association has no adequate remedy and would be entitled to a temporary injunction to enforce the requirement to vacate the Unit, both under this Addendum and Fla. Stat. §§ 718.116(11)(c), 718.303(1) (as may be amended and/or renumbered). The Association may, but shall not be required to, join the Owner in any such proceeding(s).

10. **No Waiver.** Nothing herein is intended to, and shall not be construed to, waive any rights and remedies of the Association under the Condominium Documents, Fla. Stat. Chapter 718, and/or under federal or Florida law. Further, no waiver by the Association of any breach or default hereunder, or under the Condominium Documents and/or Florida law, shall be considered valid unless in writing and signed by the Association, and no waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
11. **Entire Agreement; Conflict.** This Addendum embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof (i.e. - - the Association's approval of the Lease conditioned upon compliance with the terms specified herein), and is intended to supplement, rather than supersede, the Lease, the Condominium Documents, and Florida law with respect to the subject matter hereof. The Condominium Documents and Florida law, as applicable, continue to control the parties' rights, obligations and relationships, and the Owner and Tenant acknowledge that they are each and all bound by all obligations set forth in the Association's Condominium Documents, and that this Addendum is consistent and cumulative with such requirements, and without limitation. In the event of a conflict between this Addendum and the Association's Condominium Documents, or between the Addendum and any of the other Lease Documents, the document affording the more expansive rights and remedies to the Association shall control. No party hereto has made any representation or warranty or covenant in connection with the matters set forth herein except as expressly stated herein. No change or modification of this Addendum shall be valid or binding upon the Parties hereto unless such change or modification shall be in writing and signed by all Parties hereto.
12. **Attorneys' Fees.** In any action related to the enforcement of this Addendum, the non-prevailing party shall be liable to the prevailing party for any and all reasonable attorneys' fees and costs incurred by the prevailing party, whether or not involving litigation and/or appellate, administrative or bankruptcy proceedings, including also fees for litigating entitlement to and/or amount of an award of prevailing party legal fees, and in any post-judgment collection proceedings, from the non-prevailing party.

13. **Governing Law; Construction.** This Addendum shall be governed by, and be construed and enforced in accordance with, the laws of the State of Florida. In the event of any litigation between the parties under this Addendum: (i) the parties shall and hereby submit to the jurisdiction of the state and federal courts of the State of Florida; and (ii) venue shall be in the courts of Miami-Dade County, Florida.
14. **Severability.** Whenever possible, each provision of this Addendum shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Addendum is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality, and enforceability of the other provisions of this Addendum will not be affected or impaired thereby.
15. **Counterparts.** This Addendum may be executed in one or more counterparts, all of which taken together shall be deemed one original.
16. **Right to Have Agreement Reviewed by Attorney.** Owner and Tenant hereby warrant, declare, and represent that they understand that an attorney representing the Association prepared this Addendum. Owner and Tenant understand that they have the right and the opportunity to have this Addendum reviewed by an attorney of their choosing before signing below.
17. **Drafting of Agreement; Interpretation.** This Addendum shall be construed without regard to any presumption or other rule requiring construction against the party causing this Addendum to be drafted. In the event any terms or provision of this Addendum be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as such deleted as such authority determines, and the remainder of this Addendum shall be construed to be in full force and effect.
18. **Successors and Assigns.** The terms of this Addendum shall be binding upon the respective personal representatives, successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto, and their respective personal representatives, successors and assigns.
19. **Waiver of Jury Trial.** **AS A MATERIAL TERM OF THIS ADDENDUM, EACH PARTY DOES KNOWINGLY, WILLINGLY AND VOLUNTARILY, AND BY EACH PARTY'S EXPRESS DESIRE AND INTENT, HEREBY EXPRESSLY WAIVE A TRIAL BY JURY ON ALL ISSUES, CLAIMS, COUNTERCLAIMS AND CROSS-CLAIMS OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM. EACH PARTY HEREBY REPRESENTS AND WARRANTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAS BEEN**

MADE BY ANYONE TO INDUCE THIS WAIVER OF JURY TRIAL OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

_____ ; _____ ; **[Initialed by all parties]**

20. **Authority.** Each Party represents and warrants to the other that: (i) it is duly authorized and competent to execute this Addendum; (ii) it has all necessary power and authority to enter into this Addendum and to perform the agreements contained in this Addendum; (iii) compliance with all provisions of this Addendum does not conflict or violate any of the terms of, or constitute default under, any agreement or instrument to which the Party is bound, nor does such action violate any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Party; and (iv) the person signing this Addendum on behalf of such Party is authorized to execute and deliver this Addendum on behalf of such Party.
21. **No Disability.** Each of the signatories to this Addendum declare that he or she does not suffer from any mental or physical disability which would disable him or her from executing this agreement and that he or she has had the benefit of advice from his or her counsel.
22. **Disposition of Unclaimed Personal Property in the Event of Surrender or Abandonment.** Upon surrender or abandonment by the Tenant, neither the Owner/Landlord, nor the Association is required to comply with Fla. Stat. §715.104 (as may be amended and/or renumbered) and is not liable or responsible for storage or disposition of the Tenant's personal property. **BY SIGNING THIS AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE OWNER/LANDLORD AND/OR ASSOCIATION AS APPLICABLE, SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, as of the date(s) set forth below.

NOTE: If Unit has multiple Owners or proposed Tenants/Occupants, **ALL must sign below.*

Acknowledged, Agreed, and Accepted this _____ day of _____, _____:

OWNER: _____

By: _____

Print Name: _____

Title: _____

Acknowledged, Agreed, and Accepted this _____ day of _____, _____:

TENANT: _____

By: _____

Print Name: _____

Acknowledged, Agreed, and Accepted this _____ day of _____, _____:

BAY HARBOR CLUB ASSOCIATION, INC.:

By: _____

Print Name: _____

Title: _____