### Board Meeting held at the Clubhouse at Presidential Golfview Condominium Association, Inc. 1860 N Congress Ave., West Palm Beach, FL 33401

### August 28, 2019 at 5 P.M.

The meeting was opened at 5:00 PM.

Attending were Board Members Tyler Berg, Timothy Burns, Sheena Berg (via speakerphone), Property Manager Vince Mennella and owners S. Jeantinor and Ryan Walker.

Two resolutions and a lease addendum were prepared by the association attorney (attached) for discussion and a vote by the Board at this meeting. Members of the association has received an explanation letter from the attorney concerning issues on the property (attached) which could be assisted by the approval of the resolutions. After a brief discussion, the resolutions were approved unanimously.

The meeting adjourned at 5:20 PM.

# PRESIDENTIAL GOLFVIEW CONDOMINIUM ASSOCIATION, INC.

July 26, 2019

RE: Board of Directors Meeting on August 28, 2019 at 5:00 PM

Dear Fellow Presidential Golfview Owners:

Over the years, the Association has received numerous complaints from owners regarding behavioral issues on the condominium property, including issues with tenants and various individuals who fail to comply with the Association's governing documents. While the overwhelming majority of owners and tenants are not responsible for these violations, there are unfortunately certain individuals who have engaged in the conduct giving rise to these complaints. Ultimately, it is the goal of the Board of Directors to take appropriate steps to address these issues for the benefit of our entire community.

To help make Presidential Golfview a better place for all owners and tenants, the Board of Directors will be conducting a meeting on August 28, 2019 at 5:00 PM. A copy of the notice for this meeting is being sent along with this letter. At this meeting, the Board of Directors will consider establishing various tenant/lease occupancy guidelines and requirements, as well as establishing a grievance committee to help the Association enforce its governing documents and improve the quality of life at Presidential Golfview. If you are interested in volunteering to serve as a member of the grievance committee, please email the Association's property manager, Vince Mennella, LCAM at <a href="mailto:golfview1860@gmail.com">golfview1860@gmail.com</a>.

The Board of Directors welcomes your input and invites you to attend this meeting. Following the meeting, you will be advised of any newly implemented requirements. In addition, please be advised that effective as of the date of this letter, any previously unenforced provisions of the Association's Declaration of Condominium, Rules and Regulations or other governing documents will be enforced following the dispatch of this letter.

Thank you in advance for your participation and helping to make Presidential Golfview the best possible place to live!

Sincerely,

Your Board of Directors

## PRESIDENTIAL GOLFVIEW CONDOMINIUM ASSOCIATION, INC.

### NOTICE OF MEETING OF THE BOARD OF DIRECTORS

WEDNESDAY, AUGUST 28, 2019 AT 5:00 PM AT THE MAIN OFFICE 1860 N. CONGRESS AVE. WEST PALM BEACH, FL 33401

#### **AGENDA**

- 1. Call Meeting to Order
- 2. Review of Minutes from 1/30/2019 Annual Meeting
- 3. Revival of Previously Unenforced Provisions of Governing Documents
- 4. Proposed Amendments to Rules Regarding Unit Use:
  - a. Proposed Lease Requirements and Guidelines
  - b. Proposed Lease Addendum
- 5. Proposed Establishment of Grievance Committee
- 6. Adjournment

## AFFIDAVIT of MAILING of NOTICE OF MEETING OF THE BOARD OF DIRECTORS of AUGUST 28, 2019 CONCERNING UNIT USE at PRESIDENTIAL GOLFVIEW CONDOMINIUM ASSOCIATOIN, INC.

STATE OF FLORIDA	)	
	)	SS
COUNTY OF PALM BEACH	)	

Before me, personally appeared <u>VINGAT A. METANETAT</u>, who, after being duly sworn, deposes and says that the Notice of Meeting of the Board of Directors of Presidential Golfview Condominium Association, Inc. for August 28, 2019 was mailed on the 26th day of July, 2019 to each unit owner at the address last furnished to the Association, as such appears on the books of the Association, on the above listed date.

The foregoing instrument was acknowledged before me this 13 day of August, 2019 by Nincert Mennella as Property Manager on behalf of the corporation who is personally known to me.

My Commission Expires: Sept 27, 2019

CHRISTINA MACMULLEN
MY COMMISSION # FF 917501
EXPIRES: September 27, 2019
Bonded Thru Notary Public Underwriters

/ Notary Fublic

Dimel

Name of Notary Public

Brian Becher
Jill B. Berkman
Devid W. Black
Edward B. Deutsch
Steven W. Deutsch
Steven C. Elkin
Danlel T. Fleischer
Nell G. Frank
E. J. Generotil
Leorah G. Greenman
Bruce Hurwitz
Michael A. Kammer
Michael Kassower



Andrew D. Levy
Hofit N. Lottenberg
Steven W. Marcus
Joel M. McTague
Constantina A. Mirabile
Harry P. Mirabile
Randy J. Nathan
Marc A. Silverman
Robert T. Slatoff
Maria P Spiliopoulos
David Neal Stern
Leanne B. Wagner
Steven A. Weinberg

September 27, 2019

Presidential Golfview Condominium Association, Inc. c/o Vincent Mennella, LCAM 1860 N Congress Ave West Palm Beach, FL

Re:

Presidential Golfview Condominium Association, Inc. ("Presidential Golfview")
Notice of Leasing Protocols and Requirements at Presidential Golfview

Our File No.: 17650.00

#### To Whom it May Concern:

The undersigned law firm serves as legal counsel to Presidential Golfview. Over the years, your Board of Directors and management team have received numerous complaints from owners regarding behavioral issues on the condominium property, including issues with tenants and various individuals who fail to comply with the Association's governing documents. While the overwhelming majority of owners and tenants are not responsible for these violations, there are unfortunately certain individuals who have engaged in the conduct giving rise to these complaints. Ultimately, it is the goal of the Board of Directors to take appropriate steps to address these issues for the benefit of our entire community. To achieve this goal, the Board of Directors has reactivated and enhanced the requirements to rent at Presidential Golfview, which are effective on an immediate basis regardless of any past lack of enforcement (the "Rental Requirements").¹ These Rental Requirements are effective immediately for all owners who rent their units (regardless of any past lack of enforcement by Presidential Golfview) and do not involve any new fees for either owners or tenants. In summary, these Rental Requirements are as follows:

- 1. All owners must have a copy of their current lease on file with the management office at Presidential Golfview;
- 2. All leases shall be for a term of not less than four (4) months;
- 3. All tenants shall be bound the Presidential Golfview's Declaration of Condominium, Bylaws, Articles of Incorporation and Rules and Regulations;

<sup>&</sup>lt;sup>1</sup> In part, the Rental Requirements are set forth in the August 28, 2019 Resolution of the Board of Directors of Presidential Golfview Condominium Association, Inc., which is attached hereto as Exhibit "A."

- 4. All prospective tenants shall be subject to a criminal background check to determine whether the prospective tenant has any recent criminal record relevant to their tenancy on the premises governed by Presidential Golfview, including but not necessarily limited to, determining whether the prospective tenant has previously engaged in criminal conduct that suggests such lessee may pose a reasonable threat to the physical safety of those present on the condominium property and/or a threat to the property of those present on the condominium property;
- All permanent occupants of a unit who are not the owner(s) of the property shall be required to be named on the written lease on file with the Presidential Golfview management office; and
- Going forward, all leases entered into after the date of this letter shall be required to include a duly executed version of the Uniform Lease Addendum for Presidential Golfview, which is available upon request in the Presidential Golfview management office.

Thank you for your cooperation in complying with these new lease requirements and helping to make Presidential Golfview a better place to live!

Sincerely,

FRANK WEINBERG & BLACK, P.L.

Michael R. Kassower

For the Firm

### RESOLUTION OF BOARD OF DIRECTORS PRESIDENTIAL GOLFVIEW CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Association's Declaration of Condominium provides that no unit owner shall enter into any lease agreement regarding any unit for a term of less than four (4) months;

WHEREAS, the Association's governing documents provide that all leases shall be in writing and shall provide that they are subject to the provisions of this Declaration and its Exhibits, and that any failure of the lessee and occupants of the units to comply with these documents shall be a default under the lease:

WHEREAS, the Association's Declaration of Condominium provides that the Association has the power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations;

WHEREAS, the Association believes that setting and enforcing the criteria set forth in the Declaration of Condominium and this Resolution with respect to the leasing of units will benefit both the physical safety of those present on the condominium property, while further protecting the property of the Association, its unit owner(s) and all tenants and/or guests present on the condominium property;

WHEREAS, the Association believes setting and enforcement of the aforementioned and foregoing guidelines will benefit the Association by protecting the financial interests of the Association and promote property values; and

NOW, THEREFORE, be it resolved, that the Board of Directors of the Association hereby adopts the following guidelines for the approval of lessees:

RESOLVED, that the Guidelines for 2019 and thereafter include that the lessee has no recent criminal record relevant to their tenancy on the property which suggests that such individual has previously engaged in criminal conduct that suggests such lessee may pose a reasonable threat to the physical safety of those present on the condominium property and/or a threat to the property of those present on the condominium property; and

FURTHER RESOLVED, that the Association requires all permanent occupants to be named on the lease; and

FURTHER RESOLVED, that the Association shall require all tenants going forward to execute a Uniform Lease Addendum consistent with the authorities set forth hereunder, in conjunction with the other governing documents of the Association; and

FURTHER RESOLVED, that the Board of Directors authorizes the President and/or Vice-President of the Association to:

- Deviate from the Declaration of Condominium, this Resolution, or any other governing documents of the Association when, in the opinion of the President and/or Vice-President such deviation may be warranted by exceptional cases; and
- Develop such additional protocols in cases not expressly addressed by the Declaration of Condominium, this Resolution, or any other governing documents of the Association, but such additional protocols must be consistent with the spirit and intent of the Declaration of Condominium, this Resolution, or any other governing documents of the Association.

DATED:	
	PRESIDENTIAL GOLFVIEW CONDOMINIUM
ATTEST:	ASSOCIATION, ING  By: landhy Duins 8/28/19
and	Timo 7HY Bund, President

### RESOLUTION OF PRESIDENTIAL GOLFVIEW CONDOMINIUM ASSOCIATION, INC.

The Board of Directors of PRESIDENTIAL GOLFVIEW CONDOMINIUM ASSOCIATION, INC. ("ASSOCIATION"), held a meeting on AUGUST 28, 2019at \_\_\_\_\_\_\_, .m. wherein the following was ratified:

WHEREAS, Florida Statutes allow the Association to levy fines and/or suspensions for a failure of an owner or the owner's occupant, licensee, or invitee to comply with any provision of the Association's declaration, the Association's bylaws, rules and regulations of the Association or any other governing document of the Association; and

WHEREAS, Florida Statutes require a Grievance committee meeting with the homeowner before the Association may levy a fine and/or suspension;

#### NOW THEREFORE, LET IT BE RESOLVED:

- (1) Registration. All owners must notify the Association of current mailing address for all correspondence. If an owner does not notify the Association of a current mailing address of either the person's address in the Association or the Tax Collector's office, the Association shall use the address in the Association records as the owner's official mailing address.
- (2) <u>Letter of Violation</u>. In case of a violation of any rule, regulation, covenant, or obligation of the governing documents, the Association will send a letter to the unit owner, tenant, and/or guest (as the case may be, but the unit owner will always receive at least a copy of the letter), citing the deficiency/ies, and giving the unit owner an opportunity to cure and a notice that there will be another review/inspection of the deficiency(ies) no less than 10 days later (the time left to the Association's discretion depending on the severity of the deficiency/ies). The letter shall
- (i) specify the specific section of the Association's governing documents with which the violator is not in compliance and why. The Association will cause someone to photograph the location to document the deficiency/ies and the specific violation and date the photos. The letter is to be attached in an envelope to the occupant's (unit owner or tenant) door with removable, non-scarring tape.
- (ii) advise the violator that if the deficiency is not cured at/by the time of review, either (a) a fine of \$100.00 per day, up to a total of \$1000.00 per violation, may be assessed by the Board of Directors and/or (b) the Board of Directors may suspend the homeowner/violator's rights to use common areas.
- (iii) advise that if the deficiency is not corrected, the Association will pursue appropriate legal action against the unit owner, tenant and/or guest, including reserving the right to have an appropriate contractor correct the violation(s) and charge the cost of correction(s) to the homeowner, in addition to any other remedies imposed by the Association.
- (3) Review of Violation to Determine Status. Approximately fifteen (15) days from posting of the violation letter the Association shall review the violation (unless such other time is provided for in the letter). If the deficiency/ies has/have been cured, a letter shall be sent to the unit owner at the unit owner's latest known mailing address and/or to the violator stating that the violation has been corrected and withdrawn. If the deficiency/ies has/have not been cured, the

Association will send a letter to the unit owner and/or violator no less than 14 days before a scheduled Board of Directors meeting (or a committee of the Board of Directors) that, in accordance with Florida Statute Section 718.303, a determination shall be made if an assessment and/or suspension is to be made against the violator. The letter setting forth the notice of the Board of Directors meeting shall provide:

- (i) copies of photographs of the violations, if possible.
- (ii) that the unit owner and/or violator will have an opportunity to meet with the Association's Grievance Committee on a specified day, date, time and place, to determine if the fine or other discipline is to be imposed, at least 14 days after the fine and/or suspension is assessed, to explain why the violation(s) was/were not corrected.
- (iii) on which the agenda for such meeting will be for the Board to (a) assess a fine of up to \$100.00 per day, up to a total of \$1000.00, for each violation that has not been cured, or (b) suspend the homeowner/violator's rights to use common areas.

The letter is to be sent via mail carrier capable of tracking delivery to the address of the violation or hand delivered/posted on the door. If the occupant is other than the registered unit owner, a copy of the letter is to be mailed to the last known residential address of the unit owner.

- (4) The Board of Directors Meeting to consider the assessment of a fine or suspension. At a duly called Board of Directors meeting (or a meeting of a committee of the Board of Directors) for which the violation shall be an agenda item, the Board of Director may levy reasonable fines or suspension of common area use rights for the failure of the owner or the owner's occupant, licensee, or invitee to comply with any provision of the Association's declaration, the Association's bylaws, rules and regulations of the Association or any other governing document of the Association. At the Board of Directors meeting at which a fine and/or suspension will be considered, an owner, tenant and/or violator shall have three (3) minutes to address the Board of Directors with respect to the violation. If the Board of Directors levies a fine and/or suspension of use rights, the violator shall be notified in writing the next regular business day of the Board of Directors' decision, and that the violator has the right to appear before the Association's Grievance Committee. The Grievance Committee shall notice its schedule its meeting no less than 14 days after the violator received written notice of the Board of Director's decision.
- (5) The Grievance Committee. The Grievance Committee shall be established with an odd number of members so long as there are at least three (3) eligible Members. The sole criteria for Membership on the Grievance Committee are owners who are neither board members nor persons residing in a board member's household. The Board may remove members or appoint new or additional members at any time. The Grievance Committee's role is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the committee does not agree, the fine or suspension may not be imposed. The Grievance Committee Meeting shall be noticed pursuant to applicable law, and, unless otherwise exempted by applicable law, open to all the members of the Association.
- (6) <u>Grievance Committee Meeting.</u> At the Grievance Committee meeting, the violator is entitled to all applicable due process protection, including, but not limited to, representation by legal counsel at the committee meeting, and the right to confront witnesses and examine evidence. The violator may offer any additional relevant evidence for the Grievance Committee to consider. The Grievance Committee may consider any evidence it deems relevant in the

Grievance Committee's sole discretion. The Grievance Committee shall notify the relevant parties of its decision to accept or reject the fine or suspension levied by the Board of Directors in writing by mail or hand delivery within one (1) business day after the Committee's meeting.

- (7) Payment of Fine. If the Grievance Committee upholds the fine issued, then the party against whom the fine was issued shall pay the fine within five (5) days after the date the fine was approved by the Grievance Committee.
- (8) <u>Alternative Legal Action.</u> Notwithstanding the Grievance Committee's procedure, above, if the Board of Directors so directs, the Association may, in addition to or in lieu of the Grievance Committee's procedures above, hire legal counsel to notify the owner and/or violator of the violation and the Association's desire to take appropriate legal action.
- (9) <u>Future Changes in Law.</u> Any future changes to governing law shall be automatically incorporated into this Resolution without further action by the Board of Directors.

DATED:	
ATTEST:	By: Limulandam 8/18/19
MY May Secretary	

## PRESIDENTIAL GOLFVIEW CONDOMINIUM ASSOCIATION, INC. UNIFORM ADDENDUM TO LEASE AGREEMENT

This UNIFORM ADDENDUM TO LEASE AGREEMENT ("Addendum"), effective as of the day of, 20 is by and among the Unit
day of
(the "Unit") and the PRESIDENTIAL GOLFVIEW CONDOMINIUM ASSOCIATION, INC. (the "Association").
RECITALS
A. The Unit Owner and the Lessee executed that certain Lease Agreement dated theday of, 20 ("Lease") whereby the Lessee leased the Unit from the Unit Owner for a period of, commencing on, 20 and ending on, 20 ; and
B. In connection with the lease of the above-referenced Unit, the Association requires that the Lessee and the Unit Owner agree to the terms and conditions of this Uniform Addendum to the Lease Agreement; and
C. The Unit Owner and the Lessee have reviewed this Uniform Addendum to Lease Agreement and willfully and voluntarily agree to be bound by the terms and conditions contained herein; and
D. The Unit Owner and the Lessee recognize and agree that entering into this Uniform Addendum to Lease Agreement is a material condition to, and constitutes good and valuable consideration for, approval of the Lease by the Association; and
E. The purpose of this Uniform Addendum to the Lease Agreement is to provide the Association with reasonable assurance that the Unit Owner and the Lessee will comply with all of

E. The purpose of this Uniform Addendum to the Lease Agreement is to provide the Association with reasonable assurance that the Unit Owner and the Lessee will comply with all of the terms, conditions and covenants contained in the Declaration of Condominium, By-Laws, Articles of Incorporation, and the Rules and Regulations and other related governing documents of the Association (collectively the "Governing Documents"), all of which may be amended from time to time without notice to the Unit Owner or Lessee.

NOW, THEREFORE, for the sum of TEN (\$10.00) DOLLARS and in consideration of the mutual covenants, representations and warranties contained in this Agreement and for other good and valuable consideration paid by the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. The above recitals are true and correct and incorporated herein by reference. All the terms of the Lease are in full force and effect except as otherwise modified herein.

#### II. PAYMENT OF RENT AND ASSESSMENTS.

1. In the event the Unit Owner should fail to pay assessments when due to the Association, the parties expressly acknowledge and agree that upon written notice from the Association to the Lessee, it shall be the absolute duty of the Lessee to remit directly to the Association, on or before the first day of each month, the rental payments to be made pursuant to the Lease. Such payments shall be made directly to the Association from month to month until the Association notifies that Lessee that the Unit Owner's past-due balance has been paid in full, and that rent payments may resume being made to the Unit Owner.

- 2. Nothing contained herein shall relieve the Unit Owner of responsibility for payment, in a timely fashion, of all maintenance assessments, special assessments, and other charges assessed by the Association in accordance with the Governing Documents.
- 3. In the event that the Lessee fails to remit rent when due, or if the Lessee fails to abide by the Governing Documents of the Association (including all applicable rules and regulations, as may be modified by the Association from time to time), then the Association shall have all rights in law or equity as if the Association was, in fact, the Unit Owner named herein.
- 4. Any action taken by the Association shall not be construed as a waiver of its rights under the Association's governing documents.

#### III. APPOINTMENT OF ASSOCIATION TO ACT AS AGENT FOR UNIT OWNER

- 1. The Unit Owner hereby appoints and authorizes the Association to act as its agent, coupled with an interest, with full power and authority to take such action as may be required, if necessary, to compel compliance by the Lessee and/or its guests with the provisions of the Association's governing documents. In the instance of violence by the Lessee and/or its guests, and under appropriate circumstances, as determined by the Association in the Association's reasonable judgement, the Association may terminate the Lessee's leasehold interest pursuant to the statutory limitations as set forth in Florida Statute Chapter 83.
- 2. The Lessee and/or the Unit Owner agree to reimburse the Association for any attorneys' fees and costs incurred by the Association as Unit Owner's agent in any such enforcement as set forth herein, including attorneys' fees and costs incurred prior to the filing of a lawsuit, or in the event a lawsuit is not filed by the Association. All such attorneys' fees and costs incurred by the Association as described herein shall constitute a lien on the Unit and shall be collected by the Association in the same manner as an assessment pursuant to the provisions of the Association's governing documents.

#### IV. PERSONS OCCUPYING UNIT

 Lessee and Unit Owner hereby represent to the Association that the following named individual(s) will be the only permanent resident(s) of the Unit:

#### V. DEFAULT

In the event that any person other than the individual(s) named above occupies the Unit without the consent of the Board, or in the event of any failure of the Lessee to comply absolutely and fully with the terms and conditions of this Uniform Lease Addendum, or to otherwise

<sup>2.</sup> The parties agree that the individuals referenced above shall be the only individuals allowed to permanently reside in the Unit. In the event that the Unit Owner and/or Lessee desire to name additional individuals as approved occupants of the Unit, the Unit Owner and/or Lessee must first obtain the written consent of the Board of Directors of the Association. Any guest residing more than thirty (30) days in a calendar year shall be deemed a Lessee to be residing in the Unit and must be made a party to the Lease and this Addendum.

<sup>3.</sup> In no event shall Lessee allow the Unit to be further subleased or licensed to any individual or entity for any period of time without the further written approval of the Unit Owner and Association. Additionally, Lessee shall not engage in any activity that may be deemed a transient rental

fail to comply with the Association Governing Documents then the Association shall have all of the rights available by law to deem this Uniform Addendum to Lease, and the Lease between the parties, to be in default; to declare the Lease to be terminated; to cause the eviction or ejectment of the Lessee; take any action permissible under Chapter 718, Florida Statutes, as such is amended or renumbered from time to time; or to bring any other action in law or in equity arising out of any default or breach hereunder.

#### VI. <u>ATTORNEY'S FEES</u>

In the event of a dispute arising under this Lease and Uniform Addendum to Lease, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to indemnification and attorneys' fees and costs, as well as in determining or quantifying the amount of indemnification amounts or recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, role, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

#### VII. WATERBEDS

No waterbeds shall be allowed in the Unit without the express written consent of the Unit Owner or Association, and only after proof of appropriate insurance, per Florida Statute, is provided to the Association and/or the Unit Owner.

#### VIII. RULES, REGULATIONS AND STATUTES

The Lessee agrees to abide by all federal, state and local municipal ordinances and statutes relating to the Unit, its use and the Lessee's obligations with respect thereto, and by reference all such statutes and ordinances are made a part hereof. The Lessee further agrees to comply with the Association's Governing Documents, including all rules and regulations currently in effect and which may, from time to time, be promulgated or amended. Lessee will not engage in any activity that may be defined as a nuisance, or may serve to increase the cost of insurance on the Association property.

#### IX. ACCESS FOR INSPECTION AND ENTRY

Tenant and Landlord agree to permit the Association reasonable access for entry to the Unit under those conditions pursuant to law and the Governing Documents.

#### X. BINDING EFFECT

This Uniform Addendum to Lease shall be binding upon the heirs, successors and assigns (to the extent assignment is permissible) of the parties hereto.

#### XI. LAWS

The Lease between the parties, and this Uniform Addendum to Lease, shall be governed by, and construed in accordance with, the laws of the State of Florida. In the event that any provision hereof is determined to be invalid that shall not serve to invalidate the remaining provisions of the Lease or this Uniform Addendum to Lease, which shall continue to be in full force and effect.

#### XII. GOVERNING LAW AND VENUE

The Lease between the parties and this Uniform Addendum to Lease are made, entered into, and delivered, and shall be construed, interpreted, performed and enforced under, and in accordance with, the laws of the State of Florida. The proper venue for any action arising out of the Lease or this Uniform Addendum to Lease shall be Palm Beach County, Florida.

#### XIII. LIABILITY OF ASSOCIATION

The Lessee expressly acknowledges that the Association is not the landlord under this Uniform Addendum to Lease, and hereby waives any and all claims against the Association for injury to persons or damage to goods or property in the Unit or on the common areas of the Association, from any cause whatever. The Lessee will indemnify, defend, and hold the Association harmless from and against any loss or damage to property or persons arising from the failure of the Lessee to maintain the Unit and common areas and facilities in good condition, or otherwise arising from the use of the Unit, the common areas, and facilities by the Lessee. The Association shall not be liable to the Lessee for any damage or loss caused by any act of negligence of other occupants of the same building or neighboring or contiguous properties. The Lessee agrees to pay for any and all damages or loss to the Unit and common areas and facilities, including (but not limited to) any loss or injury suffered by other occupants caused by misuse of the Unit or common areas or facilities, or other negligence of the Lessee and the Lessee's family, friends or invitees.

This Uniform Addendum to Lease is dated as of the date and year first set forth above.

UNIT OWNER:
Printed Name:
Printed Name:
-
LESSEE:
Printed Name:
Printed Name:
PRESIDENTIALGOLFVIEW CONDOMINIUM ASSOCIATION, INC.
Printed Name:

## Presidential Golfview Condominium Association, Inc. TENANT APPLICATION

Home Phone						
Name			SS#		DOB/	
Last	First	MI				
Driver license#	City	/St				
Present Address					60	
Street	Apt#	City		St.	Zip	ocode
Present Employer:		Cit	y/St		Phone#(	)
n case of Emergency call					· Phone#(	×
_Nar	ne	Relatio	nship		1 nono # (	J
AUTHORIZATION OF 1 for rental are true and con mortgage, criminal histor. This application must be constitute grounds for rejuctional offense under the	nplete, and hereby y records, court rec signed before it car action of this applic	authorizes an inve cords, and credit re n be processed by l cation, termination	stigative consum cords. Management. An	er report including, bu olicant acknowledges	t not limited to, residenti that false or omitted info	al history, rental or
NO ORAL AGREEMEN	T HAVE BEEN M	ADE.			e	
Applicant's Signature		Date		20		

1860 N. Congress Ave., West Palm Beach, FL. 33401 Tel. 561-686-4948 - Fax 561-686-9263 email:golfview@pgv.comcastbiz.net