



## LEASE ADDENDUM

This Lease Addendum (“Addendum”) is by and between the Barker Block Homeowners Association (“Association”), \_\_\_\_\_ (“Owner”) and \_\_\_\_\_ (“Tenant”). Tenant wishes to lease Unit # \_\_\_\_\_ (“Unit”).

THEREFORE, the parties agree as follows:

- Possession and Ownership Privileges.** Subject to the terms of this Addendum, the Association agrees to transfer ownership privileges, with the exception of Owner’s voting rights to Tenant and permit Tenant to use the Association’s Common Areas during the term of the Tenant’s lease of the Unit. As a result, Owner and Owner’s family, friends, employees, and invitees give up their rights to use the Common Area facilities.
- Lease.** Owner may lease or rent his or her Unit provided the Unit is rented pursuant to a written lease or signed rental agreement. This Addendum shall become a part of the lease agreement between Owner and Tenant as well as all subsequent lease agreements between Owner and Tenant of this or any other unit in the Association.
- Term of Lease.** Tenant and Owner hereby represent that the lease contains an initial term of at least thirty (30) days per CC&R’s Article VIII, Section, 8.1(a).
- Unit is a Condominium.** Tenant understands that the Unit is a condominium and is subject to the CC&R’s, Bylaws, and Rules and Regulations of the Association (collectively “Governing Documents”).
- Compliance with Governing Documents and Ordinances.** Tenant acknowledges and agrees to abide and be bound by the Governing Documents. Tenant further acknowledges and agrees to comply with the City of Los Angeles’ Live/Work Ordinances.
- Failure to Abide by Governing Documents.** Tenant understands and agrees that failure to abide by the Governing Documents will constitute default under the lease (“Default”). In addition to any rights Owner may have against Tenant, Tenant understands that pursuant to the CC&R’s, Owner has assigned to the Association Owner’s right in the event of Default: (i) to suspend Tenant’s privileges to use the Association’s recreational facilities, (ii) to suspend non-essential services, (iii) to assess monetary penalties against Owner and Tenant, and (iv) to evict Tenant from the Unit by means of an unlawful detainer action.

7. **Unlawful Detainer.** Owner is guaranteeing Tenants' compliance with the Association's Governing Documents. In the event of a breach, the Association shall give notice to Owner who shall have ten (10) days to cause the breach to be fully remedied. If the breach is not corrected within that period, both Owner and Tenant shall be subject to fines and other disciplinary action by the Association and the lease shall be deemed assigned to the Association so that it may commence unlawful detainer proceedings in its own name against the Tenants. Any expense incurred by the Association, including reasonable attorneys' fees and costs, shall become a Special Assessment against the Unit.

8. **No Right to Assign or Sublease.** Tenants shall not assign or sublease the Unit, or any interest therein, in whole or in part, to any other person or entity.

9. **Notification of Change in Tenants.** In the event one or more of the Tenants named on this Addendum and the lease are replaced, Tenants shall promptly notify the Association in writing of the identity of the new Tenant(s).

10. **Renter's Insurance.** Prior to receiving possession of the Unit and membership privileges, Tenant shall furnish the Association with a certificate of insurance evidencing (i) a renter's insurance policy with appropriate limits to cover Tenants' personal property within the Unit and (ii) personal liability coverage of not less than \$100,000.00 per occurrence. Such insurance shall be endorsed to state that coverage shall not be canceled except after at least thirty (30) days prior written notice to the Association by certified mail. Tenant shall keep the insurance in full force and effect for as long as Tenant has possession of the Unit. Failure to maintain the insurance in full force and effect shall (i) constitute Default of this Addendum, (ii) automatically terminate Tenant's right of possession which the Association may enforce by means of an unlawful detainer action against Tenant, and (iii) cancel Tenant's membership privileges.

11. **Assignment of Rents.** Tenant understands that, as security for the payment of the Owner's assessments to the Association, Owner has assigned to the Association the right, power and authority to collect the rental income from the Unit in the event that Owner becomes delinquent in the payment of Assessments to the Association. The Association's right to collect rent is without regard to the adequacy of any other security for such indebtedness. Upon ten (10) days' written notice by the Association following notice and a hearing with the Owner, Tenant shall make all future rent payments to Association until such time Tenant is notified by the Association that the delinquency is cured. Association shall also have the power to enter upon and take possession of the Unit, re-rent the Unit in the Association's name and collect rent therefrom without liability to the Owner (except for any rent which may be collected over and above the Assessments owed to the Association by the Owner), and avail itself of any other remedies permitted by law. Notwithstanding the foregoing, each Owner retains the right to collect rent from his Unit for so long as the Owner shall be current in the payment of his assessments to the Association.

12. **Hold Harmless.** Tenant agrees to indemnify, defend, and hold harmless the Association and its officers, directors, committee members, members, manager, employees, invitees and agents from all claims for damages, demands and liabilities

arising out of (i) any claim or dispute in connection with the lease or this Addendum, (ii) Tenant's lease or possession of the Unit, (iii) any action or omission by Tenant or Tenant's family, guests, and invitees and (iv) Tenant's use of the Association's Common Areas. The released claims shall include any judgments, costs, attorneys' fees, expenses, debts, liabilities, damages or injuries caused by the Tenants, their guests or invitees, or in any way arising from or arising from the leasing agreement between Owner and Tenant or this Addendum.

13. **Conflict with Lease or Governing Documents.** In the event of any conflict between the Addendum and Owner's written lease with Tenant, this Addendum shall prevail. In the event there is any conflict between this Addendum and the Association's Governing Documents, the Governing Documents shall prevail, except that all additional restrictions agreed to herein shall be deemed enforceable.

14. **Alternative Dispute Resolution.** Any dispute arising from this Addendum shall be heard by a judicial referee ("Referee") without a jury pursuant to provisions of Section 639 of the Code of Civil Procedure. If the parties cannot agree on a Referee, one shall be appointed by the Court in accordance with Section 640 of the Code of Civil Procedure. All issues shall be determined in compliance with the judicial rules, statutory and decisional law, and rules of evidence of the State of California. Discovery shall be limited to depositions and requests for the inspection, production and copying of documents. Depositions may be taken by either party upon seven (7) days written notice. Request for production of documents shall be responded to within ten (10) days after service. The Referee's decision shall be final and judgment may be entered pursuant to Section 644 of the Code of Civil Procedure. The cost of Referee shall be shared equally between the parties. However, the prevailing party shall be entitled to recover all fees and costs, including attorneys' fees. The judgment shall be subject to all post-trial procedures and appeals.

**OWNER:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**TENANT:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

Email: \_\_\_\_\_ Tel.: \_\_\_\_\_

**ASSOCIATION:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
President / Manager