

Harvest Ridge Town Homes Homeowners Association, Inc.

RULES & REGULATIONS APPENDIX

ATTACHMENT: LEASE ADDENDUM

Notwithstanding any contrary provisions in the Lease to which this Addendum is attached, the following shall apply for the benefit of the Homeowner's Association in which the unit is located (the "Association"):

1. The Tenant/ Lessee (the "Tenant") has received and read and shall fully, strictly comply with the Association Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, including without limitation, any rule(s) regarding Tenants and/or Leases (collectively called the "Association Documents") and the Tenant's failure to comply with the Association Documents or this Lease Addendum or any violation of law or statute shall constitute a default under this Lease and shall entitle the Association's Board of Directors (the "Board") to terminate this Lease and take legal action, including without limitation, attorney proceedings to evict the Tenant under the Colorado Forcible Entry and Detainer Statute. In the event of any such legal proceedings, the Tenant and Landlord/Lessor (the "Landlord") shall be jointly and severally liable for all of the Association's costs, expenses, and damages, including attorney's fees.
2. The Tenant shall promptly and truthfully supply all information required by the Association's Board regarding Tenant's occupancy of the premises, including without limitation, an occupant information sheet, if applicable.
3. The Tenant and Landlord shall indemnify and hold the Association harmless from any loss, damage, or expenses caused by the Tenant breach of the Association Documents, damage to the common elements, or other damages resulting from the Tenant's wrongful acts or omissions. The Tenant and the Landlord agree to pay any and all fines and assessments imposed by the Association's Board for violation of the Association Documents.
4. If the Landlord fails to pay any Association Assessments or other sums when due, the Association's Board may collect any rents due under this Lease and apply them against any such unpaid sums.
5. The terms and provisions of the Association Documents are hereby incorporated in this Addendum by this reference, and shall prevail over any conflicting provision of this Lease. The Association shall be entitled (but is not required) to enforce its rights and remedies under the Association Documents or the Lease or this Addendum as third-party beneficiary hereunder or as provided by law or statute.
6. Tenant and Landlord certify that they have read and understood this Lease Addendum and the Association Documents and will comply fully and promptly therewith.

Tenant: _____ Date: _____
(Printed Name) (Signature)

Landlord: _____ Date: _____
(Printed Name) (Signature)

Please sign and return within ten (10) days of renewal or execution of Lease to:

Harvest Ridge
6015 Lehman Drive Suite 205
Colorado Springs, CO 80918