

# Woodlake Lease Addendum

UNIT # \_\_\_\_\_

THIS RESIDENTIAL LEASE – WOODLAKE VILLAS ADDENDUM (hereafter referred to as the “Addendum”) is made and entered into as of this date: \_\_\_\_\_ by:

\_\_\_\_\_  
Main Tenant (print name)

\_\_\_\_\_  
Tenant #2 (print name)

\_\_\_\_\_  
Tenant #3 (print name)

\_\_\_\_\_  
Tenant #4 (print name)

(hereinafter, collectively if more than one, referred to as the “Tenant.”)

WHEREAS, Owner desires to lease to Tenant and Tenant desires to lease from Owner certain premises located in Woodlake Villas, 96 Mathews Drive, Hilton Head Island, South Carolina; and

WHEREAS, under the By-Laws, Rules & Regulations of Woodlake Villas, all leases are required to have this Addendum as a legally binding part of the lease;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, Owner and Tenant hereby agree as follows:

1. PART AND PARCEL TO LEASE. This Addendum is made part of that certain lease between the Owner and Tenant dated \_\_\_\_\_, 20\_\_\_\_ (hereinafter referred to as the “Lease”) and any subsequent lease entered into by Tenant and Owner. To the extent this Addendum and the Lease contradict or have overlapping terms, this Addendum shall take precedence and prevail.
2. PERMITTED OCCUPANTS. No adult, other than the individuals listed above who have signed the Addendum, may reside at any time in the Premises.
3. AGREEMENT TO ABIDE. Tenant agrees that it will abide by the Master Deed, the Rules & Regulations, and the By-Laws of Woodlake Villas Property Owners’ Association as amended/promulgated from time to time (together, the “Governing Documents”). Tenant agrees that any fine or other fee imposed on Owner as a result of Tenant’s (or Tenant’s guest or invitee) act or failure to act will be immediately due and payable to Owner as Additional Rent and failure to pay such Additional Rent will be a default under the terms of the Lease. To the extent the Lease conflicts with the Governing Documents, the Governing Documents take precedence.

Initials of Tenant(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Initials of Owner \_\_\_\_\_

4. ENFORCEMENT OF LEASE AND ADDENDUM. Owner hereby authorizes and Tenant agrees that this Addendum and the Lease to which it relates may be enforced directly by the Woodlake Villas Board of Directors; provided, however, that the Owner shall be given written notice of the Board's intention to enforce at least ten days prior to such enforcement, during which ten days the Owner will have the opportunity to enforce the Addendum and the Lease.
5. USE OF COMMON ELEMENTS. Owner and Tenant agree that the use of the common elements is limited to either the Tenant or the Owner, but not both. Unless specifically addressed in the Lease, it will be presumed that the use of the common elements shall be by the Tenant and not the owner. If Owner becomes delinquent in the payment of the monthly regime fees owed to Woodlake, Tenant and Owner acknowledge that Woodlake may cut off access to all amenities (including, but not limited to, the fitness center, pool area, and tennis courts) to both Tenant and Owner until Owner's account, including all late fees, fines, and other assessments, are paid in full.
6. GOVERNING LAW. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, will be governed by, construed and enforced in accordance with the laws of the State of South Carolina. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Beaufort County, State of South Carolina.
7. JOINT AND SEVERAL LIABILITY. Each individual person named herein as Tenant acknowledges that by signing this Addendum each of them is jointly and severally liable for each and every amount due hereunder. In addition, the violation of any rule or regulation by one Tenant shall be considered a violation by all Tenants and Owner. A warning given to one Tenant or to Owner shall be considered a warning given to all Tenants and to Owner.
8. LEGAL FEES. In the event that litigation results from a violation of this Addendum, Owner and Tenant, jointly and severally, agree to reimburse Woodlake its reasonable attorney's fees, court costs, and all other expenses, in addition to any other relief to which Woodlake is entitled if it prevails in said litigation.
9. LEASE VOID IF REJECTED BY WOODLAKE BOARD. Tenant and Owner understand and agree that any lease between them is subject to approval by the Woodlake Villas Property Owners' Association Board of Directors and that if the Lease is not approved by the Board of Directors, then Woodlake may proceed against both Owner and Tenant as if no lease existed including, but not limited to, denial of access to all common areas and amenities.

Initials of Tenant(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Initials of Owner \_\_\_\_\_

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

**TENANT:**

**OWNER:**

\_\_\_\_\_  
**Signature of Main Tenant**

\_\_\_\_\_  
**Signature of Owner**

\_\_\_\_\_  
Print Name – Main Tenant

\_\_\_\_\_  
Print Name - Owner

\_\_\_\_\_  
**Signature – Tenant #2**

\_\_\_\_\_  
Print Name – Tenant #2

\_\_\_\_\_  
**Signature – Tenant #3**

\_\_\_\_\_  
Print Name – Tenant #3

\_\_\_\_\_  
**Signature – Tenant #4**

\_\_\_\_\_  
Print Name – Tenant #4

Initials of Tenant(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Initials of Owner \_\_\_\_\_