

SOUTHSIDE VILLAGE ASSOCIATION, INC.
LEASE ADDENDUM

THIS ADDENDUM is hereby made to and incorporated by reference into that Lease Agreement dated _____ (“Lease”) between _____ (“Owner”) and _____ (“Tenant”) for a term beginning _____ and ending _____ of the premises located at the address of _____ (“Premises”).

The parties, having completely read this Addendum and fully understanding its terms, agree as follows:

1. The Premises are located within and are part of a planned community development known as Southside Village, located in Buncombe County, NC, and the Premises are subject to regulation by the Southside Village Association, Inc. (“HOA”). The HOA’s management company is Cedar Management Group and contact information is as follows: support@MyCMG.com and the mailing address is PO Box 26844, Charlotte, NC 28221.
2. Notwithstanding anything in the Lease to the contrary, in no event shall the term of the Lease be for less than 6 months or more than 2 years.
3. Tenant agrees to abide by and comply with all provisions of the Amended and Restated Declaration of Southside Village Planned Unit Development (“Declaration”), the Bylaws of Southside Village Association, Inc. (“Bylaws”), and the Southside Village Homeowners Association Rules and Regulations adopted pursuant thereto (“Rules and Regulations”). Owner agrees to cause all occupants of his or her Living Unit to comply with the Declaration, Bylaws and Rules and Regulations, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Living Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and/or Rules and Regulations. In the event that the Tenant, or a person living with the Tenant, violates the Declaration, Bylaws and/or Rules and Regulations for which a fine is imposed, such fine shall be assessed against the Landlord. Unpaid fines constitute a lien against the Living Unit in accordance with the Planned Community Act and the Declaration. Any Owner whose Tenant is charged with a violation of the Declaration, Bylaws and/or Rules and Regulations is entitled to the same procedure prior to the imposition of a fine or other sanction set forth in the Declaration, Bylaws and/or Rules and Regulations as is due to any Owner.
4. Any violation of the Declaration, Bylaws and/or Rules and Regulations by the Tenant is deemed to be a violation of the terms of the Lease and authorizes the Landlord to terminate the Lease without liability and to evict the Tenant in accordance with North Carolina law. The Landlord hereby delegates and assigns to the HOA, acting through its Board, the power and authority to evict the Tenant on behalf of and for the benefit of the Landlord, in accordance with the terms hereof. In the event the HOA proceeds to evict the Tenant, any costs, including attorney’s fees actually incurred and court costs associated with the eviction, shall be assessed against the Living Unit and the Owner thereof as a common expense, such being deemed hereby as an expense which benefits the leased Living Unit and the Owner thereof.
5. Owner and Tenant have both carefully read and reviewed this Addendum in its entirety and have both been provided with a reasonable opportunity to investigate and review the matters addressed herein, including an opportunity to obtain any and all documents referred to herein

or otherwise affecting the Premises, and to consult with independent legal counsel regarding such matters, prior to executing this Addendum.

6. Owner and Tenant each warrant to the HOA that they have each carefully read and understand the provisions set forth in Article 13 of the Declaration and Section 3 of the Rules and Regulations, and that the Lease does not violate any of the provisions thereof.
7. Owner and Tenant each warrant to the HOA that the names listed as "Owner" and "Tenant" above and each of which shall execute this Addendum constitute ALL the names of each and every owner/tenant respectively.
8. This Addendum is made a part of, and shall supersede and control over, any and all contrary provisions of the Lease to which this Addendum is made.
9. No modification of this Addendum shall be valid unless approved in writing by the HOA. This Addendum shall be binding upon the parties together with their respective heirs, successors or assigns. Any provision(s) of this Addendum determined to be unenforceable shall not invalidate the remaining provision(s) hereof which shall continue in full force and effect. This Addendum may be executed in duplicate counterparts, each of which shall be deemed an original document between the parties.

IN WITNESS WHEREOF, the undersigned parties have set their hands effective as of the earlier of the date first stated above or the actual date of execution.

ALL OWNER(S)

ALL TENANT(S)

Print Name:

Print Name:

Date:

Date:

Print Name:

Print Name:

Date:

Date:

Print Name:

Print Name:

Date:

Date:

ATTACH ADDITIONAL SIGNATURE PAGES IF NECESSARY