

**NON-STANDARD LEASE ADDENDUM FOR CORNERSTONE HOMES OF RICHMOND HILL
CONDOMINIUMS**

1. LANDLORD AGREEMENTS

1.1 Address. During the term of the lease, the Association can contact the landlord by e-mail, regular mail, and telephone, in accordance with the contact information set forth on the signature blocks below. The landlord assumes the risk and consequences of not being notified of Association actions if the contact information is not given, or if it changes during the term of the lease and the landlord fails to notify the Association.

1.2 Term. The maximum lease term is 12 consecutive months and the minimum lease term is 6 consecutive months. The bylaws permit this lease to be renewed for not more than 36 consecutive months, but this is no guarantee to either the landlord or the tenant that the Board of Directors of the Association will grant those extensions.

1.3 Absentee. If the landlord will not reside in Dane County, then the landlord must hire a 3rd party manager within Dane County to act as the landlord’s agent under the lease. The landlord agrees to provide the Association with the name and contact information of this manager.

1.4 Documents. The landlord has given the tenant a copy of the Condominium Declaration, Rules and Regulations, and Association Bylaws.

1.5 Deposit. The landlord has collected a security deposit of at least one month’s rent, and has given the deposit to the Association.

1.6 Dues. If the landlord has failed to make any payment of condominium fees, dues, assessments, or other charges, then the Association may notify the tenant to pay future rents to the Association until the landlord’s deficiency has been paid in full. The landlord waives any claims it may have against the tenant for paying rent directly to the Association after such notice. The Association will remit to landlord any balance of the rent remaining after payment of such condominium fees, dues, assessments, or other charges.

1.7 Assignment of Remedies. The landlord hereby assigns to the Board the right to terminate the lease and to institute eviction proceedings for any nonmonetary breach of the lease that continues for three (3) months or greater. Additionally, the Board may institute eviction proceedings at any time pursuant to Wisconsin Statutes §§704.17(2)(c) or 704. 17(3)(b), as follows:

<p>704.17(2)(c): A property owner may terminate the tenancy of a tenant who is under a lease for a term of one year or less or who is a year-to-year tenant if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83 (1) (b), or from the office of the district attorney, that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant’s rental unit or was caused by that tenant on the property owner’s property and if the property owner gives the tenant written notice requiring the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant’s rental unit or was caused by that tenant.</p>	<p>704.17(3)(b) A property owner may terminate the tenancy of a tenant who is under a lease for a term of more than one year if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83 (1) (b), or from the office of the district attorney, that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant’s rental unit or was caused by that tenant on the property owner’s property and if the property owner gives the tenant written notice to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant’s rental unit or was caused by that tenant.</p>
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2. TENANT AGREEMENTS

2.1 Address. During the term of the lease, the tenant can be reached by e-mail, regular mail, and telephone, in accordance with the contact information set forth on the signature blocks below.

2.2 Term. The maximum lease term is 12 consecutive months and the minimum lease term is 6 consecutive months. The bylaws permit this lease to be renewed for not more than 36 consecutive months, but this is no

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guarantee to either the landlord or the tenant that the Board of Directors of the Association will grant those extensions.

2.3 Rules. The tenant acknowledges receipt of a copy of the Condominium Declaration, Rules and Regulations, and Association Bylaws. The tenant agrees to follow and be bound by each of these documents.

2.4 Dues. If the landlord has failed to make any payment of condominium fees, dues, assessments, or other charges, then the Association may notify the tenant to pay future rents to the Association until the landlord’s deficiency has been paid in full. Tenant agrees to comply with any such notice.

2.5 Association Affairs. The tenant has no right to participate in meetings of the Unit Owners, unless the landlord gives the tenant its proxy.

2.6 Assignment of Remedies. The tenant hereby acknowledges that the landlord has assigned to the Board the right to terminate the lease and to institute eviction proceedings for any non-monetary breach of the lease that continues for three (3) months or greater, and that the Board may institute eviction proceedings at any time pursuant to Wisconsin Statutes §§704.17(2)(c) or 704. 17(3)(b) (set forth above).

3. THE ASSOCIATION

3.1 Third Party Beneficiary. The Association is not a party to the lease, and is not obligated to the tenant in any way. But the Association is a third-party beneficiary of the lease, and has the limited right to exercise the landlord’s remedies as described above. The Association may exercise these remedies in the landlord’s name, as its attorney-in-fact. This right is coupled with the interest of the Association in maintaining the peace and harmony of the condominium as a whole.

3.2 Inconsistencies. The terms of this Addendum govern and control over any inconsistent or conflicting provision of the lease.

3.3 Form of Lease. The Association has no obligation to review the terms of the lease, or to determine whether any of those provisions are unenforceable, invalid, or illegal. If the Association attempts to evict the tenant, and if the tenant attempts to defend the eviction on the basis that any provision of the lease is unenforceable, invalid, or illegal, then the landlord must indemnify and defend the Association against any liability to which the Association might be subject based on that defense. Landlord further agrees to indemnify and defend the Association from and against all attorneys’ fees and court costs expended by the Association to evict a tenant, and those fees and court costs may be collected against the landlord in the same manner as condominium assessments, together with the Association’s right to enforce collection through a condominium lien.

Unit Owner/Landlord:	Tenant:
Name:	Name:
Address:	Address:
Email:	Email:

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Telephone:	Telephone:
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****END OF ADDENDUM****