

ADDENDUM TO LEASE

710 LOFTS OWNERS ASSOCIATION  
720 North 4th Street  
Minneapolis, MN 55415

MANAGING AGENT  
Gittleman Management Corporation  
1801 American Boulevard East  
Bloomington, MN 55427  
952-277-2700

Lessor: \_\_\_\_\_

Lessee(s): \_\_\_\_\_

Other Occupants: \_\_\_\_\_

Unit Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Lessor and Lessee have entered into a written Lease dated \_\_\_\_\_ (the "Lease") for the above referenced unit, and they desire to enter into this Addendum and to make this Addendum part of the Lease. Therefore, Lessor and Lessee agree that the following terms and conditions shall be a part of the Lease.

1. Lessee agrees and understands that the 710 Lofts Condominium Association and the Unit identified above are governed by the 710 Lofts Owners Association Declaration, By-Laws and Rules and Regulations (the "Condominium Documents"). Lessee acknowledges receipt of a copy of the Rules and Regulations.
2. Lessee understands and agrees that the Condominium Documents are superior to this Lease, and that if there is a conflict between the provisions of this Lease and the Condominium Documents, the Condominium Documents shall control.
3. Lessee agrees and understands that if Lessee, or any other occupants of the Unit, or their guests, violate any of the provisions of the Condominium Documents, then such violation shall be a default under the Lease. Such a default will give Lessor the right to terminate the Lease upon 30 days written notice, regardless of any contrary provision in the Lease.
4. Lessee specifically understands and agrees to abide by the Rules and Regulations governing non-owner occupancy of apartments in 710 Lofts Owners Association. In accordance with such Rules and Regulations, Lessee hereby makes and agrees to the following additional representations and agreements.
  - A. That the proposed occupancy of the Unit will not be in violation of any code, ordinance, or law; that neither the Lessee nor any of the other occupants have been convicted of a felony during the last five years for crimes of theft, breaking and entering, burglary, property vandalism or similar crimes against property; nor assault, battery, rape, criminal sexual conduct, homicide or other crimes against persons; and that none have any background of residential disruption.
  - B. An executed Lease, including this Addendum, and a \$100.00 non-refundable processing fee (per applicant) shall be delivered to the office of the management company referred to below, no later than ten (10) days prior to the proposed occupancy of the Unit. The failure to timely deliver the Lease and Addendum shall be treated as if the required statements were verified as untrue.
  - C. The Association, through its management company, shall take those steps reasonably necessary to verify the statements and representations set forth in the Lease and this Addendum, and inform the Lessor within ten (10) days whether the statements have been verified as not true. If the Association fails to so report, the processed occupancy shall be regarded as a Permitted Occupancy under the Rules and Regulations. If the Association finds and reports to Lessor that one or more of said statements or representations have been verified to be untrue, then neither the Association nor the Lessor shall permit any occupancy by the Lessee or other occupants, and any lease signed by said persons shall be void.
  - D. If an occupancy has commenced as a Permitted Occupancy as defined in the Rules and Regulations, it may become a Prohibited Occupancy at such time as (1) the Association's management finds that any of Lessee's statements or representations have become untrue or been breached, (2) the Association's management has notified the Lessor, the Lessee and the other occupants that management will seek a determination of violations and sanctions, (3) such a determination has been made and the association determines that the termination of occupancy is the appropriate sanction, and (4) the Lessor has failed to take the necessary action to lawfully terminate the occupancy. Notwithstanding the foregoing, the Association will not terminate the occupancy unless it made a determination, on at least one prior occasion, that there has been an earlier breach or violation of the Condominium Documents and that the Lessor has failed to take the steps necessary to lawfully terminate said occupancy.
5. Any fine or monetary penalty imposed upon the Lessor by the Association as a result of a breach or violation of the Condominium Documents by the Lessee or other occupants of the Unit shall be deemed to be additional rent due under the Lease, and shall be payable by Lessee to Lessor within ten (10) days of Lessor's demand.

Except as modified by this Addendum, the provisions of the Lease shall remain in full force and effect.

LESSOR(S):

LESSEE(S):

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NOTE: This Addendum is applicable to all non-owner occupants (lessees and sublessees) who commence occupancy in any of the dwelling units at 710 Lofts Owners Association.