

IN THE COUNTY COURT OF THE FOURTH  
JUDICIAL CIRCUIT IN AND FOR  
DUVAL COUNTY, FLORIDA

CASE NO.: \_\_\_\_\_  
JUDGE : \_\_\_\_\_  
DIVISION: \_\_\_\_\_

BROWARD ROAD OWNER, LLC  
PLAINTIFF,

vs

MICHELLE MOSES  
DEFENDANT(S).

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**COMPLAINT FOR TENANT EVICTION**

Plaintiff sues defendant(s) and alleges:

**COUNT I – EVICTION**

1. This is an action to evict a tenant from property in DUVAL County, Florida commenced under authority of Part II of Chapter 83 (Florida Residential Landlord and Tenant Act) and Chapter 51 (Summary Procedure) of Florida Statutes.
2. Pursuant to the attached lease agreement, defendant(s) has/have possession of the residential property described as follows:  
**900 Broward Rd. Apt. No: 114 JACKSONVILLE, FL 32218**
3. Plaintiff is the owner/landlord of the subject property and its common areas and grounds, and the person whose signature appears on attached lease agreement for the owner/landlord is the agent for the plaintiff.
4. Defendant(s) is/are obligated to pay rent each month to plaintiff, plus late charges when the monthly payments are made late as provided in the lease agreement.
5. Defendant(s) failed to pay rent which was due on **04/01/2024**, and plaintiff properly served defendant(s) with a three-day notice to pay rent or give possession, a copy of which is attached, as provided in Florida Statutes 83.56(3), and defendant(s) did not do either. Said three-day notice is made a part hereof as if copied in full in this paragraph of this complaint.
6. Defendant(s) owes plaintiff past due rent in the sum of **\$997.70** for the month(s) of April 2024 which is now past due, and may owe additional rent by the date of a hearing. The monthly rental rate as per lease is **\$860.00**.
7. Plaintiff has elected to terminate defendants right of occupancy pursuant to said lease agreement.
8. Plaintiff is obligated to pay its attorneys a reasonable fee for their services for which defendant(s) is/are liable.

WHEREFORE, plaintiff demands judgment instanter against the defendant(s) for possession of the subject property, costs, and attorney's fees.

*s/ James I. Barron, III*  
James I. Barron, III (efile@jamesbarronlaw.com)  
Florida Bar Number: 852953  
Attorney for Plaintiff  
BROWARD ROAD OWNER, LLC  
Law Offices of James I. Barron, III P.A.  
121 S. Orange Avenue, Suite 1500  
Orlando, FL 32801  
407-865-5621

**THREE-DAY NOTICE  
TO PAY RENT OR DELIVER POSSESSION**

Date of Notice: 04/08/2024

Michelle Moses

Name of Tenant(s) (List all tenants that signed lease.)

900 Broward Road APT 114  
Street Address

Jacksonville, FL 32218  
City, State, Zip

**AND ALL OTHERS IN POSSESSION OF THE ABOVE-DESCRIBED PREMISES.**

You are hereby notified that you are indebted to landlord in the sum of \$ 997.<sup>70</sup> for rent and the use of the premises indicated above, in Duval County, Florida, now occupied by you and that the landlord demands payment of the rent or possession of the premises within three (3) days, excluding Saturdays, Sundays and Legal Holidays, from the date of delivery of this notice, to wit: on or before the 11<sup>th</sup> day of April, 2024.

A. Martin  
Signature of Agent for Landlord

Broward Road Owner LLC  
Name of Landlord

800 Broward Road  
Street Address

Jacksonville, FL 32218  
City, State, Zip

904-374-4496  
Telephone Number

**PROOF OF SERVICE:** I hereby certify that I served a true and correct copy of the foregoing notice on the above-named tenant(s) this 8<sup>th</sup> day of April 2024 in the following manner:

- ( ) By personally delivering same upon said tenant.
- (X) By posting same at the above-described premises in the absence of said tenant.

A. Martin  
Signature

- 35. **PAYMENT OF DAMAGES OWED TO LANDLORD:** Any and all monetary damages which become due and owing to Landlord pursuant to this Lease, any Addendum hereto and/or any breach thereof shall accrue immediately as additional rent to be paid with Tenant's next monthly rental installment. Failure by Tenant to timely pay said damages shall be deemed a material breach of Lease.
- 36. **REMEDIES NOT EXCLUSIVE:** Landlord's rights and remedies set forth in this Lease shall be cumulative in nature and not exclusive of any other rights or remedies allowed by law.
- 37. **SEVERABILITY:** If any provision of this Lease shall be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease, which shall continue to remain in full force and effect.
- 38. **WAIVER:** If Landlord shall waive any provision of this Lease, it shall not be construed as a waiver of a further breach of such provision.
- 39. **MODIFICATIONS:** No modification of this Lease shall be binding unless in writing and signed by both parties, except as it relates to a rule change as provided in the Rules and Regulations.
- 40. **QUIET ENJOYMENT:** Tenant shall be entitled to the quiet enjoyment of the Premises during the term of this Lease, so long as Tenant and Occupant comply with the terms of this Lease.
- 41. **CAPTIONS:** The captions in this Lease are inserted only as a matter of convenience.
- 42. **LEASE BINDING:** The provisions of this Lease shall be binding upon and shall be for the benefit of Landlord and Tenant and their successors in interest.
- 43. **SUBORDINATION:** The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Premises and/or Apartment Community and on the land and buildings of which the Premises are a part or upon any buildings hereafter placed upon the land of which the Premises are a part or to subsequent owners of the Premises and/or Apartment Community who may acquire the Premises and/or Apartment Community subsequent to the date of execution of this Lease, including, but not limited to, transfers of ownership by purchase, gift and/or inheritance. At Landlord's request, Tenant shall execute and deliver such documents as may be required in order to accomplish the purposes of this Paragraph.
- 44. **ENTIRE AGREEMENT:** This Lease, the Rules and Regulations contained herein and all written Addendums and Amendments incorporated by reference hereto and/or executed herewith, along with all written renewals thereof contain the entire agreement between the parties.

By signing below, the undersigned Tenant acknowledges having read and understood this Lease and agree to fully comply with its terms.

<i>Michelle Wilcox Moses</i>	MICHELLE WILCOX MOSES	6/9/2023
Tenant Signature	Print Name	Date

Tenant Signature	Print Name	Date

Tenant Signature	Print Name	Date

Tenant Signature	Print Name	Date

Tenant Signature	Print Name	Date

Guarantor Signature	Print Name	Date

<i>Antionette Martin</i>	Antionette Martin	6/12/2023
Landlord/Agent Signature	Print Name	Date





APARTMENT LEASE AGREEMENT

Florida Residential Landlord and Tenant Act established rights and obligations for parties to rental agreements. This Agreement is required to comply with Florida Residential Landlord and Tenant Act, Chapter 83, Part II. If you have a question about the interpretation or legality of a provision of this Agreement, you may want to seek assistance from a lawyer or other qualified person.

1. This Lease Agreement ("Lease") is entered into as of 7/1/2023 between the Lessor WATERS EDGE JACKSONVILLE LLC ("Landlord") whose address is 800 BROWARD ROAD, JACKSONVILLE, FL, 32218 and the Lessee MICHELLE WILCOX MOSES

("hereinafter, collectively referred to as Tenant").

2. Landlord leases to Tenant 900 BROWARD ROAD, #114, JACKSONVILLE, FL, 32218 ("Premises") in the apartment community commonly known as WATERS EDGE APARTMENTS - FL ("Apartment Community").

3. Tenant and Landlord agree that Tenant took possession of the Premises on 2/6/2016.

4. OCCUPANCY: Tenant shall follow all rules, regulations and/or ordinances regarding occupancy and assure that the Premises does not become over occupied at any time during the Lease and/or any renewal thereof. Only Tenant and the individual(s) listed below and hereinafter collectively referred to as "Occupant" may occupy the Premises and shall follow all rules, regulations and/or ordinances regarding occupancy.

Table with 2 columns: Occupant and Relationship. Rows 1-6 all contain N/A.

Persons not listed above must not stay on the Premises for more than three (3) consecutive twenty-four (24) hour periods or four (4) non-consecutive twenty-four (24) hour periods in any given month without Landlord's prior written consent. Landlord shall be the sole judge of whether written consent shall be given and Tenant shall provide all information requested by Landlord in making its determination.

5. ASSIGNMENT AND SUBLEASE: Tenant shall not assign or transfer this Lease or sublet the Premises, or any part thereof, without prior written consent of Landlord, which consent may be withheld at the sole discretion of Landlord. No Tenant and/or Occupant and/or other person shall advertise, offer and/or permit any apartment unit within the Apartment Community to be used as a sublet, temporary residence and/or Air BNB and/or vacation rental at any time. Additionally, installation of a lock box on or near any door and/or window of any apartment is strictly prohibited. All unauthorized sublessees and/or assignees shall be considered trespassers.

6. TERM: This Lease shall be for 12 months beginning 7/1/2023 and expiring 06/30/2024 and shall also include any partial, prorated month in which Tenant takes possession prior to the beginning of this Term. Possession will be provided only after the first month's rent and security deposit are paid and all required utilities are put in Tenant's name. If either party elects to have this Lease terminate and expire at the end of the Lease term, they must give written notice to the other party at least thirty (30) days prior to the end of the Lease term. The Lease shall continue from month to month if Tenant and/or Occupant continue in possession after the end of Lease term until Tenant executes a new Lease, which may include any such revisions that Landlord, in its sole discretion, deems necessary. Tenant agrees that his/her liability to pay rent as provided herein continues for a full calendar month beginning on the first day of the month and running through the last day of the month in which Tenant vacates and Tenant agrees to pay said amount. Tenant will always be charged through the end of a full calendar month, whether on a month to month basis or in a lease term.

7. HOLDING OVER: If Tenant and/or Occupant hold over, Landlord shall be given at least thirty (30) days written notice of termination by Tenant, beginning on the first day of the month and running through the last day of the month. If Tenant and/or Occupant hold over, all conditions of this Lease remain in effect except as to the term (month to month) and the amount of the rent due, which will increase to the current market rental rate for the Premises plus an additional ONE HUNDRED dollars (\$ 100.00 ) per month for the period of time that Tenant refuses to surrender possession under this Lease.

8. RENT: During the term of this Lease, Tenant shall pay EIGHT HUNDRED SIXTY dollars (\$ 860.00 ) on or before the first day of each month, payable to WATERS EDGE APARTMENTS - FL commencing with the beginning date of this Lease plus all amounts, if any, set forth elsewhere in this Lease, Application for Residency, New Resident Summary, Renewal Resident Summary, and any or all Addendums which have been incorporated herein by reference. Additional rent of ONE HUNDRED dollars (\$ 100.00 ) shall be added if the rent is not received on or before the fifth day of the month for which the rent is due. In the event Landlord receives a check or other form of payment from Tenant that does not clear Landlord's bank for any reason, there will be a THIRTY-FIVE dollar (\$ 35.00 ) charge assessed to Tenant, plus the above-described ONE HUNDRED dollars (\$ 100.00 ), both to be considered





additional rent. Tenant must ensure that funds are available at the time payment is submitted to the leasing office. Landlord may require that a payment made after the fifth day of the month must be in certified funds. **Cash payments are never accepted.** Credit, debit, and EFT payments may be accepted at Landlord's sole discretion. All payments made by Tenant shall be first applied to past due rent, NSF fees, late fees, and damages and thereafter are applied to current rent. If Tenant fails to timely pay rent or any other sum when due to Landlord, Landlord may serve a three (3) Day Notice to Pay Rent and Deliver Possession, and if Tenant fails to remit the amount due before the notice period expires, the amount of the court costs and fees incurred by Landlord in enforcing Landlord's remedies and allowed by law shall be added to the amount due to Landlord as additional rent.

9. **UTILITIES:** The following chart indicates the party responsible for each utility service. Tenant agrees to pay the amount indicated in Column 2 to Landlord as additional rent with their regular rental payment which represents their portion of said utility service(s). Landlord reserves the right upon thirty (30) days written notice to Tenant to modify any amount in Column 2 to most accurately reflect current utility service rates. Tenant agrees to transfer the utility service(s) indicated in Column 3 into their name before or at the time of move-in and to keep each of them turned on, paid in full, and refrain from discontinuing or interrupting them during their tenancy. Tenant will be charged by Landlord, or by Landlord's Utility Billing Company, for any utility service(s) listed in Column 3 which is not transferred to Tenant's name at the time of move-in and/or which are not kept in Tenant's name during the entire duration of Tenant's occupancy of the Premises.

Utility Service	Column 1	Column 2	Column 3
	Landlord Pays/ Included In Rent	Tenant Pays As Additional Rent	Tenant Pays Utility Company
Gas		0.00	
Electric		0.00	X
Water/Sewer		50.00	

Tenant will also be charged an administrative fee of TWENTY-FIVE dollars (\$ 25.00 ) per failure to transfer and per utility type. Tenant shall pay any penalties imposed by utility companies or authorities because of their late payment of original bills or any portion thereof. Tenant's failure to timely and fully pay for and/or maintain any utility service will be deemed a health hazard and a material breach of Lease and may result in the initiation of eviction proceedings. Landlord will consider any unpaid utilities, penalties and service fees which apply as additional rent owed. Utilities may only be used for normal household purposes and must not be wasted or shared. If Tenant's electricity is ever interrupted, only battery operated lighting and/or appliances may be used in the Premises for the interrupted period. If Tenant's gas service is ever interrupted, Tenant will not use propane or gas heaters, the oven, or any other form of temporary, portable, or otherwise flammable sources to heat the Premises. If a Tenant's gas, electric or other utility service is interrupted or terminated, Tenant shall notify Landlord within twenty-four (24) hours of said interruption and/or termination. Tenant shall also notify Landlord within twenty-four (24) hours of any interrupted utility service being restored.

10. **SECURITY DEPOSIT:** Unless modified by addenda, the total security deposit at the time of execution of this Lease for all Tenants in the Premises is THREE HUNDRED dollars (\$ 300.00 ) ("security deposit"), due on or before the date this Lease is signed. Any security deposit or advance rent paid is being held in a separate NON-INTEREST bearing account for Tenant's benefit in the following bank:

J.P. Morgan Chase, 1515 Atlantic Blvd., Jacksonville, FL 32207

Tenant is not entitled to interest on the security deposit. Florida Law Requires Landlord to give Tenant notice of the following: YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN THIRTY (30) DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND. YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

11. **INSURANCE:** Landlord does not provide any insurance coverage for the property of Tenant, Occupant, their guest and/or invitee, nor is Tenant and/or Occupant a co-insured on any insurance policy held by Landlord. To the extent permitted by law, Landlord, its principals, agents and/or employees shall not be liable to Tenant, Occupant, their guest and/or invitee and/or their insurer for any damage to property or loss of property that is caused by theft, the acts or omissions of other tenants, occupants, their guest and/or invitee or any casualty in the Premises, common areas and/or anywhere within the Apartment Community including, but not limited to, fire and/or the bursting, stopping, backing up, or leaking of water, gas, electricity, and/or sewers and/or loss of use of the Premises. Landlord requires that Tenant purchase Property Damage Liability and/or Renter's Insurance (**Option A**) -OR- participate in Landlord's Property Damage Liability Loss Waiver Program (**Option B**) as described below:



A. **Property Damage Liability and/or Renter's Insurance.** Tenant shall secure Property Damage Liability Coverage ("Renter's Insurance") prior to their move-in date. Tenant shall maintain Renter's Insurance continually during the entire term of the Lease, and any renewal thereof. Coverage shall be acquired with a traditional "All Risk" HO4 Renter's Insurance policy which permits waiver of liability and waives the insurer's right of subrogation to the extent of any recovery by the insured party under the policy. Specifically, this coverage shall be in the amount of one hundred thousand dollars (\$100,000.00) or more for damages to Landlord's property with provisions covering at least perils of fire, smoke, explosion, accidental water discharge and/or water build-up, and Tenant, Occupant, their guest and/or invitee induced sewer/drain backup. Tenant shall request and ensure that the Landlord be specified as an "Additional Interest" or the equivalent to assure that Landlord receives timely notice of any lapse or cancellation of Tenant's Property Damage Liability/ Renter's Insurance policy. Such policy shall be written as a policy not contributing to and not in excess of coverage carried by Landlord. Tenant shall provide proof of adequate coverage to Landlord prior to taking possession of Premises and/or prior to any renewal of the Lease and must notify Landlord immediately and in writing of any changes and/or lapses in coverage. For any month during which proof of adequate renter's insurance coverage (as defined by this paragraph) is NOT provided to Landlord, Tenant shall be charged a non-refundable ten dollars (\$10.00) per month Property Damage Liability Loss Waiver fee as additional rent.

**-OR-**

B. **Property Damage Liability Loss Waiver Program.** Should Tenant choose not to purchase, maintain and/or show proof of adequate Renter's Insurance coverage as described above at any time during the term of this Lease and/or any subsequent renewal thereof, Tenant shall be automatically enrolled in Landlord's Property Damage Liability Loss Waiver Program (PDLW) for ten dollars (\$10.00) per month in additional rent for each month Tenant remains without adequate Renter's Insurance as described in Paragraph A above. Participation in the PDLW waives the Tenant's liability to Landlord for damage to and/or loss of Landlord's property in any amount greater than five thousand dollars (\$5,000.00) and up to an amount of one hundred thousand dollars (\$100,000.00) per incident for which Tenant would otherwise be liable as a matter of law and/or pursuant to this Lease. Landlord shall not be required to waive Tenant's liability pursuant to the PDLW if the incident giving rise to the damage in question is the result of the intentional act and/or criminal conduct of Tenant, Occupant, their guest and/or invitee or anyone under Tenant's control. **THE PDLW IS NOT RENTER'S INSURANCE** and will not compensate and/or reimburse Tenant, Occupant, their guest and/or invitee for injury and/or damage to person or property as would be covered by an H04 Renter's Insurance policy. Further, the PDLW does not relieve Tenant from their duty to indemnify Landlord which is stated in the Hold Harmless/Indemnification of Landlord paragraph of this Lease.

**PROPERTY DAMAGE LOSS WAIVER OPTION (TENANT MUST SELECT ONE):**

           I/We have purchased and will maintain my/our own H04 Renter's Insurance policy, add Landlord, its agents and principals as an "Additional Interest" or the equivalent and provide a current copy to Landlord.

  X   I/We choose not to purchase Renter's Insurance and/or are not able to provide proof of adequate Renter's Insurance as outlined in Paragraph above. Therefore I/We agree to participate in the PDLW program and agree to pay ten dollars (\$10.00) each month, as additional rent, to participate in the PDLW program.

- 12. **RADON GAS:** Landlord is required by Florida Statute 404.046(8) to give the following notification to Tenant. "Radon" gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county health unit.
- 13. **USE OF PREMISES/APARTMENT COMMUNITY:** Notwithstanding anything in this Lease to the contrary, the Tenant shall prevent all Occupants and/or any persons in, on, or at the Premises and Community from violating any of the provisions of this Lease and Tenant shall be personally responsible for and liable to the Landlord for any breach by such persons. The Tenant shall ensure that there are no violations of any law, statute, regulation, ordinance, decree, order or other similar obligation (including but not limited to those pertaining to health, safety and criminal conduct) imposed by any local, municipal, county, state, federal or other applicable governmental agency or similar entity. The Premises and Apartment Community and its furnishings shall be used only for the purposes for which they are intended. Further, Tenant shall use the Premises as a private dwelling, and not for commercial purposes without prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. Tenant shall use and occupy the Premises in such a manner as will comply with all public health, safety, and police regulations, statutes, ordinances and posted signs in and around the Apartment Community. No Tenant, Occupant, their guest, invitee and/or other person under a Tenant's control shall engage in or permit any illegal activity within the Apartment Community or any breach of Lease that otherwise jeopardizes the health, safety and/or welfare of Landlord, its agents and/or employees, other tenant, occupant, their guest and/or invitee. Any damage resulting from misuse of the Premises or Apartment Community shall be the responsibility of Tenant and shall be due and payable as rent with the next monthly installment of rent. Tenant, Occupant, their guest, invitee and/or other person under Tenant's control shall properly use and operate all furnishings, including but not limited to appliances, electrical, gas and plumbing fixtures and Tenant shall defend, indemnify and hold the Landlord harmless for any liability as to same. Tenant, Occupant, their guest, invitee and/or other person under a Tenant's control shall keep out of the Premises any materials which would cause or could cause a fire hazard or safety hazard and shall also comply with reasonable requirements of Landlord's fire insurance carrier. Tenant, Occupant, their guest, invitee and/or other person under a Tenant's control shall not destroy, deface, damage, impair, nor remove any part of the Premises or anything associated with them (including, but not limited to, the furnishings) or otherwise cause waste to be done to them.

- 14. **ALTERATIONS:** Tenant shall not alter the Premises or install any fixtures, bolts, locks and/or equipment without Landlord's prior written consent, which consent may be withheld at the sole discretion of Landlord. All alterations, additions, or improvements upon Premises, made by either party, shall become the property of Landlord, and shall remain upon, and be surrendered with, said Premises as a part thereof (including locks and bolts) at the end of the Lease term.
- 15. **LANDLORD'S ACCESS TO PREMISES:** Except in cases of emergency and for practical necessity where repairs or maintenance elsewhere in the building unexpectedly require such access, Landlord, its agents and/or employees may enter the Premises with twelve (12) hours notice to examine, inspect, maintain, protect, repair or for other purposes reasonably related to the operation of the building and to show Premises to prospective renters and purchasers. In emergency situations, Landlord is not required to give notice. If an emergency entry occurs, Landlord will notify Tenant of the date, time and reason for said entry within a reasonable time.
- 16. **TERMINATION/EARLY TERMINATION:** Tenant is required to give a thirty (30) day written notice when vacating the Premises at the expiration of the Lease or any renewal thereof. Should Tenant fail to do so, Tenant will be charged a fee equal to one (1) month rent at the current Lease rate for failure to give Landlord a thirty (30) day written notice. In accordance with Florida Statute § 83.595, in the event Tenant breaches the Lease for the Premises and Landlord has obtained a writ of possession or Tenant and/or Occupant has surrendered possession of the Premises before the Lease term expires, or Tenant and/or Occupant has abandoned the Premises, Tenant may choose to pay a liquidated damage or early termination fee amount instead of other statutory damages to which Landlord may be entitled. As such, Tenant may elect to pay a fixed amount as specified in the hereby incorporated Lease Contract Addendum/ Choice of Damages/ Early Termination of Lease Contract under Choice 1 (pursuant to Fla. Stat. § 83.595(4)) OR Tenant may elect to allow Landlord to charge what is otherwise allowed by statute in the Lease Contract Addendum/ Choice of Damages/ Early Termination of Lease Contract under Choice 2 (pursuant to Fla. Stat. § 83.595(1), (2) or (3)). This choice must be made at the time the Lease is signed. If no choice is made, and Tenant breaches the Lease as set forth herein, then Landlord will charge what is allowed by Florida Statutes and the Lease.
- 17. **RULES AND REGULATIONS:** Tenant, Occupant, their guest and/or invitee shall comply with all of the following Rules and Regulations governing the Premises and the Apartment Community together with all of Landlord's changes and additions to the Rules and Regulations that are permitted under Florida Statute 83 as amended. Failure to comply with any section of these Rules and Regulations shall be deemed a breach of the Lease.

**A. Animals:** No dogs, cats, birds, reptiles, fish or other animals (collectively "Animal(s)") shall be allowed on the Premises without Landlord's prior written authorization, the timely payment of all applicable Animal(s) rent and fees, and the execution of all applicable paperwork. All Animal(s) authorizations shall be given at Landlord's sole discretion, as permitted by law.

X  Tenant does not have an Animal(s) and will not bring an Animal(s) in the Premises. Should this change at any time, Tenant must **FIRST** notify Landlord and comply with all applicable paperwork, rules and requirements. If Landlord discovers that Tenant has an Animal(s) in the Premises that has not been disclosed and/or approved by Landlord, Tenant must immediately pay the standard non-refundable Animal(s) fee charged by the Apartment Community and standard monthly Animal(s) rent charged by the Apartment Community retroactive to commencement date of the Lease. All charges for Animal(s) required due to a Tenant's and/or an Occupant's failure to disclose an Animal(s) residing at the Premises will be assessed to Tenant as additional rent which is immediately due and payable to Landlord.

It is hereby agreed that Tenant is allowed to bring only the Animal(s) specifically named and described in the Animal Descriptions below and no other Animal(s) in the Premises or in the Apartment Community subject to the terms and conditions of this Lease. All other Animal(s) are prohibited from entering the Apartment Community. Any new Animal(s) shall require prior written approval from Landlord.

Animal Policy: The following dog breeds, whether full or mixed breed, are NOT allowed: Akita, Alaskan Malamute, Boxer, Bull Mastiff, Bull Terriers or Mixes, Cane Corso, Chow Chow, Doberman, German Shepard, Great Dane, Husky, Pit Bull, Presa Canario, Rottweiler, Staffordshire Terrier, Wolf Breed/Hybrid, or any other breed that Landlord and/or Landlord's agent, in its sole discretion, deems to pose a threat to the Apartment Community. Cats must be domestic and indoors only. Maximum number of Animal(s) per Premises  2 . Each Animal(s)'s weight at full maturity may not exceed  50  pounds. Standard Rent and Fees (per Animal(s)):

	Non-Refundable Animal Fee (per Animal(s))	Monthly Animal Rent (per Animal(s))
Animals	\$ 300.00	\$ 25.00

New Animal(s) rent may be determined with each and every Lease extension or renewal. Animal(s) rent will continue to be charged until the first day of the month after which Tenant has notified Landlord in writing that the Animal(s) is no longer in the Premises. Permission to keep an Animal(s) in the Premises will not be granted unless, prior to said Animal(s) coming into the Premises, Tenant provides a Veterinarian's letter for each Animal(s) containing the following information. Cats: Letter confirming: neutered or spayed, vaccinated against feline leukemia, rabies and distemper. Dogs: Letter confirming: neutered or spayed, breed, age and weight, vaccinated against rabies and distemper. If Animal(s) is under 12 weeks of age, Tenant agrees to have Animal(s) spayed or neutered no later than 6 months of age and will supply Landlord with appropriate documentation from a Veterinarian.

Animal Terms: Tenant warrants that the description of Animal(s) set forth below is accurate, and hereby represents that said Animal(s) does not act aggressively towards people or other animals. Tenant shall be responsible for any damage caused by Animal(s) to Premises and/or the Apartment Community. Tenant shall also be responsible for any damage or injury caused by Animal(s) to any person or Animal(s) in the Apartment Community including, but not limited to Landlord, its agents and/or employees, other tenants, occupants, guests and invitees. Tenant shall also be responsible for all costs





incurred by any party injured or damaged by any Animal(s) described in the Lease. All documentation requested in this Lease must be brought to an Animal(s) interview which shall take place prior to any Animal(s) being brought to live in the Premises or in the Apartment Community. Said interview is the sole responsibility of Tenant to schedule with Landlord. If, in Landlord's sole discretion, the actions of Tenant or any Animal(s) described in this Lease violates any of the terms of this Lease, Landlord shall be entitled to immediately charge Tenant for any unpaid fees and/or rent which shall become due immediately as unpaid rent. Further, Landlord shall be entitled to revoke permission for Tenant to keep Animal(s) upon ten (10) days' written notice to Tenant. In the event Landlord notifies Tenant that Landlord revokes permission for Tenant to keep an Animal(s), Tenant agrees to immediately remove said Animal(s) from the Apartment Community. Payment of damages caused by any Animal(s) shall not entitle Tenant to keep said Animal(s) in the Premises or the Apartment Community. Failure of Tenant to comply is a material breach of this Lease and shall entitle Landlord to terminate Lease and/or exercise any and all available legal remedies.

Animal Descriptions:

Name: N/A Type: N/A Breed: N/A  
Color: N/A Age: N/A Weight: N/A Sex: N/A Spayed/Neutered:  Yes  No  
 Photograph of Animal obtained.  
 Veterinarian statement obtained.

Name: N/A Type: N/A Breed: N/A  
Color: N/A Age: N/A Weight: N/A Sex: N/A Spayed/Neutered:  Yes  No  
 Photograph of Animal obtained.  
 Veterinarian statement obtained.

Animal Rules and Regulations: Animal(s) must be licensed and immunized in accordance with applicable laws, ordinances and regulations. All Animal(s) immunizations and licenses must be kept current at all times. Landlord reserves the right at any time to require Tenant to produce documentation showing that immunizations and licenses are current and in compliance with applicable laws, ordinances and regulations. No Animal(s) is allowed outside of the Premises, unless on a leash (in accordance with local leash laws) and under control of Tenant or a responsible person specifically designated by Tenant. No Animal(s) may be left alone at any time outside of the Premises. Animal Control will be called to remove any Animal(s) left unattended within the Apartment Community. No Animal(s) shall be tied to any fixed object (such as a tree) anywhere in the Apartment Community or left unattended on a balcony or patio at any time. No Animal(s) is allowed in a swimming pool area and/or indoor common area of the Apartment Community and/or in another apartment in the Apartment Community. Animal(s) must be house broken, and no Animal(s) offspring are allowed. No animal sitting is allowed for any Animal(s) not specifically authorized by a current Lease. No Animal(s) breeding is allowed anywhere in the Apartment Community unless authorized by Landlord in writing. Animal(s) must be walked and curbed only in designated areas. Tenant may not allow Animal(s) to curb anywhere in the Premises, including the patio or balcony, unless the appropriate animal waste equipment (ie: litter box, potty pads, etc.) is used. Tenant is responsible for immediate clean-up of Animal(s) waste. Animal(s) waste is to be disposed of properly in plastic bags and placed in the dumpsters or other designated areas. Tenant may be charged a clean-up fee for violation of this paragraph at Landlord's sole discretion. No Animal(s) shall be allowed to become a nuisance to other tenants, Landlord and/or Landlord's agents. Determination of what constitutes a nuisance shall be in the sole discretion of Landlord. Upon a maintenance request, Animal(s) must be restricted from the area affected by said maintenance request so that maintenance calls may be fulfilled without any interference by any and all Animal(s). Tenant is responsible for any extermination fees incurred as a result of any Animal(s) kept in the Premises.

**B. Antennae/Satellite Dishes:** No satellite dish, radio or television antenna or wire shall be erected in or about any part of the Premises without Landlord's prior written authorization.

NO Landlord hereby gives its consent to Tenant to install a satellite dish (also known as a DBS Antenna), subject to the following conditions and terms.

Prior to installing any satellite dish, Tenant agrees to pay a ONE HUNDRED dollar (\$ 100.00) non-refundable fee to install a satellite dish and to adhere to the following community rules and regulations with respect to the installation and maintenance of a satellite dish. The dish must be installed within the Premises or on a patio or balcony that is part of the Premises. A satellite dish may not be installed in a common area or on the roof. The satellite dish may not be installed outside of the Premises unless there is a patio or balcony, and the satellite dish may not be installed on an exterior wall. The satellite dish may be installed entirely inside of the Premises. A satellite dish must not be larger than one meter in diameter. Any satellite dish that is larger than one meter (3 feet, 3 inches) measured across its widest part may not be installed. A satellite dish must be securely mounted and may not extend beyond the edge of the Premises. The dish must be mounted in such a manner that it cannot become dislodged. The dish must not extend and extension devices must not be used to extend the dish beyond the edge of the patio or balcony railing. The satellite dish may not hang out of a window. Installation must not damage the Premises. Holes may not be drilled in railings, exterior walls, or any other location where holes might impair the building's weatherproofing or there is a risk of striking electrical, gas, water or telephone lines. The satellite dish must be professionally installed by a vendor that is approved by Landlord. Tenant must notify Landlord in advance so that Landlord may monitor and supervise the installation. Any satellite dish installed without Landlord's written permission and/or in violation of this Lease may be removed at any time by Landlord at Tenant's expense. Tenant shall be liable for any injury or damage to persons or property caused by the satellite dish, and



Tenant must maintain liability insurance covering any such injury or damage. Tenant installs and operates the satellite dish at his/her own risk. Tenant agrees to fully execute and comply with the Indemnification and Property Damage Liability paragraph to this Lease or any renewal thereof. Should Tenant choose to fulfill their obligations under the Indemnification and Property Damage Liability paragraph by purchasing renter's insurance, that insurance policy must be adequate to insure against any and all injury and/or damage caused by installation, operation, and/or removal of the satellite dish for as long as the satellite dish is installed at the Apartment Community. The insurance policy must list the Landlord as an "Additional Interest" or the equivalent. Tenant must provide Landlord with proof that this insurance is in place before the installation of any satellite dish and not allow said insurance to lapse or cancel while the satellite dish is in or on the Premises.

- C. Awnings, Screens, Blinds and Other Window Treatments:** No awning or other window protection and/or decoration shall be attached to or protrude beyond the outside wall of the building in which Premises is located, and no blinds, shades, screens or other window treatments shall be attached to or hung in or used in connection with any window or door of the Premises without prior written authorization from Landlord, which shall be given at Landlord's sole discretion.
- D. Balconies, Decks, Patios and Porches:** Balconies, decks, patios and/or porches must be kept neat, orderly, uncluttered, and free of garbage, refuse, bicycles, and/or unnecessary items and may not be used for storage. Indoor style furniture is not permitted in these areas and items are not permitted to extend beyond the designated perimeter of the Premises. Tenant shall not affix or attach anything to the exterior of the building, patio enclosure, balcony railing, fencing, or other structure in or around said areas. Seasonal decorations must be removed within fourteen (14) days after such holiday. Landlord may, in its sole discretion, deem Tenant's use of any balcony, deck, patio and/or porch to be in violation of this Paragraph and Tenant shall correct said violation within twenty-four (24) hours upon written notice by Landlord to Tenant.
- E. Barbecuing:** Barbecuing equipment is not permitted on the Premises or anywhere in the Apartment Community, except in designated areas, if provided. No barbecue grills or equipment, whether gas or charcoal, are ever to be used on patios or balconies without prior written authorization from Landlord, which shall be given at Landlord's sole discretion.
- F. Common and Recreational Areas:** The Apartment Community may contain certain common areas for the mutual use and benefit of all tenants in the Apartment Community including, but not limited to parking lots, driveways, sidewalks, hallways, swimming pools, recreation areas, laundry facilities, storage facilities, clubhouse, and/or athletic facilities ("Common Areas"). Tenant agrees to abide by all posted rules, public health regulations, police regulations, statutes and ordinances when using Common Areas and ensure that Occupant, guest and/or invitee do the same. Tenant agrees to use all Common Areas only for the purposes for which they were intended, to obey all rules and regulations relating to the Common Areas, and to act with due respect for the rights of others who use and enjoy the Common Areas. Tenant understands that Landlord is under no obligation to provide any of the Common Areas described above, and that Landlord may construct new Common Areas or close existing Common Areas as Landlord deems fit in its sole discretion. Tenant also understands and agrees that Tenant, Occupant, their guest and/or invitee who may use the Common Areas do so at their own risk and that Landlord is not responsible or liable for any loss or injury to any person or property because of any use of the Common Areas except for failure to perform a duty imposed by law. Tenant agrees to ensure that Occupant and all guest and/or invitee of Tenant and/or Occupant also observe the obligations of this Paragraph.
- G. Crime Free Community:** No Tenant, Occupant, their guest, invitee or other persons under Tenant's control shall engage in criminal and/or unlawful activity wherever and/or whatsoever. This includes, but is not limited to, drug-related criminal activity, prostitution, criminal street gang activity, intimidation, assault, criminal activity involving property damage, the unlawful discharge of firearms, or any violation of the law or breach of this Lease that otherwise jeopardizes the health, safety and/or welfare of Landlord, its agents and/or employees or other tenant, occupant, their guest or invitee of the Apartment Community. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use an illegal and/or controlled substance, or otherwise possessing a controlled substance or drug paraphernalia. No Tenant, Occupant, their guest, invitee or other persons under Tenant's control shall engage in any act intended to facilitate criminal activity, including drug-related criminal activity. No Tenant, Occupant, their guest, invitee or other persons under Tenant's control will permit the Premises to be used for the purpose of, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaged in such activity is a member of Tenant's household, a guest or invitee. No Tenant, Occupant, their guest, invitee or other persons under Tenant's control shall engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance at any location within the Premises or Apartment Community. A SINGLE VIOLATION OF ANY PROVISION OF THIS PARAGRAPH SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THIS LEASE AND JUST CAUSE FOR TERMINATION OF TENANCY.
- H. Defects:** Immediately upon discovery of or upon reasonable opportunity to discover defects in gas, water or steam pipes, electrical wires, sewer or other equipment or apparatus, notice of defect shall be given by Tenant to Landlord. Tenant further agrees to notify Landlord of any and all discoverable deficiencies including, but not limited to, malfunction of smoke alarm, HVAC system, water heater, washer, dryer, and/or any appliance, and to notify Landlord of any and all discoverable signs of water infiltration, mold, or water leaks both within and about the Premises and within the Apartment Community.
- I. Entrance Use:** Any damages caused by the moving or carrying of Tenant's or Occupant's articles in or out of the building in which Premises is located are the responsibility of Tenant and shall be due and payable immediately to Landlord.
- J. Equipment, Appliances and Plumbing:** No equipment, appliance, electrical or plumbing fixture, and/or other apparatus may be moved from any part of the Apartment Community. Equipment, appliances, electrical or plumbing fixtures, and/or other apparatus must be permanently retained in its original location and used only for the purpose for which it was intended. Tenant shall not install or permit in the premises any equipment, appliance, and/or plumbing apparatus, including portable laundry equipment, dishwashers, bidets, handheld showerheads, or the like, be permitted without Landlord's express written



consent. No Tenant, Occupant, their guest and/or invitee shall interfere in any manner with any portion of the heating, air conditioning, electrical or plumbing equipment, and/or apparatus in or about the Premises or anywhere else within the Apartment Community. Tenant has requested to lease from Landlord for use in the Premises the following equipment/appliance: *(Please fully describe each item and include serial number, where applicable)*

N/A

Tenant shall pay the sum of ZERO dollars (\$ 0.00 ) per month, in additional rent, to lease the above-described equipment/appliance. Tenant agrees that all transporting, installation, removal and service of the equipment/appliance shall be done by Landlord and/or its duly appointed agent, employee and/or independent contractor. Tenant understands that they are accepting the above-described equipment/appliance in good repair and in good working condition and that they will be held responsible for any damage to said equipment/ appliance from the time they take possession until the time it is returned to Landlord. Tenant agrees to use the above-described equipment/appliance only for the purpose for which it was intended and to report any malfunction and/or maintenance issue and/or defect in said equipment/appliance to Landlord immediately upon discovery and in writing. Tenant agrees that they will be held wholly responsible for any injury and/or damage to person and/or property which results from any misuse, negligent use, and/or neglect of said equipment/appliance and/or failure to timely report any malfunction and/or maintenance issue and/or defect in said equipment/appliance to Landlord immediately and in writing. Furthermore, Tenant hereby waives, releases, acquits, and discharges Landlord, in advance, of/from any and all claims and causes of action for damages for personal injury and/or property damage which Tenant, Occupants, their guest and/or invitee have, or which may hereafter accrue as a result of any acts or omissions involving the installation and/or maintenance of the rented equipment/appliance, except in the case of Landlord's failure to perform a duty imposed by law.

- K. Falling Objects:** Tenant, Occupant, their guest and/or invitee shall not allow anything whatsoever to fall from a window, door, or balcony of the Premises, nor shall any Tenant, Occupant, their guest and/or invitee sweep or throw from the Premises any dirt or other substance in or around the building in which the Premises is located.
- L. Fitness Center:** If the Community provides a fitness center, the fitness center is only to be utilized by Tenant and authorized Occupant who are at least eighteen (18) years old. Anyone using the Fitness Center does so at their own risk. Tenant shall receive a fitness center key/card/pass. If that key/card/pass is lost or not returned at the time of move-out, Tenant shall pay a fee of ZERO dollars (\$ 0.00 ) to Landlord. Smoking, food, and/or drink (other than water in a plastic container) are not allowed in the fitness center. Proper attire, as determined by Landlord in its sole discretion, is required in the Fitness Center. Tenant and Occupant must follow all rules of the Apartment Community and conduct themselves in a respectful, orderly manner at all times while using the Fitness Center. Landlord reserves the right to revoke Fitness Center privileges of any Tenant or Occupant who, in Landlord's sole discretion, does not follow rules and regulations of the Apartment Community and/or the Fitness Center and/or the provisions of this Lease. Any person with a medical and/or health condition which would be impacted by their use of the Fitness Center and/or any equipment therein should consult a physician before using the Fitness Center. Any person with a medical and/or health condition that may negatively impact other Fitness Center users may not use the Fitness Center. Landlord may close the Fitness Center at any time that it, in its sole discretion, deems necessary without notice. Landlord reserves the right to change Fitness Center rules at any time without notice. Landlord makes no representations and/or warranties regarding the Fitness Center, its use and any equipment contained therein. Landlord, its principals, agents, employees and/or assigns are not responsible for injury and/or damage suffered while using the Fitness Center and/or any equipment therein, except in the case of Landlord's failure to perform a duty imposed by law. Furthermore, Tenant hereby waives, releases, acquits, discharges, holds harmless, and indemnifies Landlord, its officers, shareholders, owners, heirs, directors, officers, employees, agents, contractors, affiliates, and assigns from all liability and damages on behalf of Tenant, Occupant, their guest and/or invitee, as to any and all claims and causes of action for damages for personal injury, including those arising out of accident, illness (including death), negligence, intentional act and/or property damage which Tenant, Occupant and/or their guest and/or invitee have, or which may hereafter accrue as a result of the use of the Fitness Center, authorized or unauthorized, except in the case of Landlord's failure to perform a duty imposed by law. Tenant and Occupant agree to only utilize the Fitness Center if they are not experiencing any symptoms of COVID-19 and/or any other communicable disease and have not knowingly been exposed to COVID-19 and/or any other communicable disease within the last fourteen (14) days. Further, Tenant and Occupant hereby assumes all risks and liability relating to the utilization of the Fitness Center including, but not limited to, any increased exposure to COVID-19 and/or any other communicable disease.
- M. Flammables, Explosives and Firearms:** The storage, use or possession of kerosene, gasoline, propane, or other flammable or explosive materials is prohibited, as is the storage, use or possession of firearms. Further, Tenant acknowledges that only artificial holiday trees are permitted in the Premises.
- N. Floor Covering:** Tenant shall be responsible for the maintenance of all floor covering and carpeting which has been provided by Landlord. Maintenance includes having carpeting professionally cleaned by a reputable cleaning firm.
- O. Garbage and Refuse:** Newspapers, cans and other garbage and refuse must only be placed in containers provided by Landlord for that purpose and the container lid and/or sliding door, if any, must be kept tightly closed at all times. Such containers must be used in accordance with applicable governmental regulations. Prior to disposing refuse and/or garbage in containers in the Premises or anywhere in the Apartment Community, it must be suitably wrapped in plastic trash bags or an equivalent type of sealed wrapping or container. Landlord may, in its sole discretion, assess damages as additional rent for failure to properly dispose of garbage and/or refuse, as outlined in this Paragraph.

*W. C. / R. W. / G.*





- P. **Identification:** Landlord, its agents and/or employees may, in its sole discretion, exclude from outside or Common Areas anyone who refuses to show photo identification and/or refuses to identify himself or herself as a Tenant, Occupant, their guest and/or invitee of the Apartment Community.
- Q. **Lawns, Lounging and Playing:** No personal property of any kind shall be placed or kept on the lawns, sidewalks, porches, hallways, drives or any open or Common Areas, nor shall such areas be used for lounging, playing, loitering or any other activities, except as approved by Landlord.
- R. **Lead-Based Paint and Lead-Based Paint Hazards Disclosure of Information** (Pursuant to 24 CFR Part 35): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lead Warning Certificate and Acknowledgement:

Landlord's Disclosure (initial (a) and (b) below):

- AM (a) Presence of lead-based paint or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the Premises (explain).  
N/A
  - Landlord has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Premises.
- AM (b) Records and reports available to the Landlord (check one below):
- Landlord has provided Tenant(s) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Premises (list documents below):  
N/A
  - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises.

Tenant's Acknowledgement (initial (c) and (d) below):

- MC/AM/EA (c) Tenant has received copies of all information listed above.
- MC/AM/EA (d) Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agent's Acknowledgement (initial (e) below):

- AM (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. §4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy: The above parties have reviewed the information and certify, to the best of their knowledge that the information provided by each of them individually (but not as to the statements of any other party) is true and accurate.

- S. **Liquid Filled Items and Aquariums:** No furniture filled with a liquid or semi-liquid substance including, but not limited to, waterbeds and aquariums shall be brought into or used in the Premises without prior written authorization from Landlord, which shall be given at Landlord's sole discretion. If Tenant is required to obtain a renter's insurance policy pursuant to this Lease, Tenant will obtain adequate and current coverage via that policy for any liquid or semi-liquid filled furniture in the Premises and/or any damage or injury resulting from its use or misuse.
- T. **Locks and Keys:** Landlord may retain a pass key to the Premises. Tenant will not alter any lock or install any doorknocker on the door to the Premises or on any interior door without prior written permission from Landlord. If it is necessary for Landlord or others to enter the Premises because of an emergency, and damage occurs in entering because of Tenant or Occupant altering or installing any lock without Landlord's written permission, Tenant must pay for the damage. In the event of a lockout, should Tenant and/or Occupant require the assistance of Landlord, its agents and/or employees to gain access to the Premises, Tenant and/or Occupant must present a valid picture ID and Landlord may, in its sole discretion, charge a lockout fee of TWENTY-FIVE dollars (\$ 25.00 ) per request. Tenant shall return all keys to Landlord in the leasing office when vacating or pay the cost of re-keying locks or replacement thereof. Landlord shall not be required to have deemed Tenant properly vacated unless Tenant has returned all keys to the Premises or otherwise represented in writing that key(s) are unavailable.
- U. **Medical Marijuana:** The growing of marijuana is strictly prohibited in the Apartment Community. Tenant, Occupant, their guest and/or invitee may use marijuana in the Premises only for medical purposes and only in a manner allowed under Florida law, so long as all doors and windows to the Premises remain closed during use and an air filtration system is used to adequately prevent the odor from traveling into the Common Areas and/or other apartments or interfering with the use and enjoyment of property by other tenants and/or occupants. Landlord shall be the sole judge of what constitutes a violation of this Paragraph.
- V. **Mold:** In order to minimize the potential for mold growth in the Premises, Tenant agrees they are responsible to: keep the Premises clean including, but not limited to the kitchen, bathroom(s), carpets and floors, perform regular vacuuming, dusting, mopping and use household cleaners to remove dirt and debris that harbor mold or food for mold. Immediately throw away moldy food. Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces



immediately. Look for leaks in washing machine hoses and discharge lines. Turn on exhaust fans in the bathroom and kitchen before showering or cooking. Keep the shower curtain inside the tub or fully close the shower doors. After taking a shower or bath: (1) wipe moisture off shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors, bathroom walls and tile surfaces has dissipated; (3) clean up any standing water on all floors, counters and edge of tub; and (4) hang up your towels and bath mats so they will completely dry out. Promptly notify Landlord in writing about any air conditioning or heating system problems. Periodically open windows and doors when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of the Premises dry out. In damp or rainy conditions, keep windows closed. Never block the HVAC ducts in the Premises. Promptly notify Landlord in writing about any signs of water leaks, standing water, excess water infiltration or mold in the Premises or other area(s) in the Apartment Community. Keep the thermostat set to automatically circulate air in the event temperatures rise above 80 degrees Fahrenheit and keep climate and moisture in the Premises at reasonable levels. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, or plastic), clean the areas with soap and water, let the surface dry, and within twenty-four (24) hours apply a pre-mixed, spray-on-type household biocide specifically designed to kill mold. Be sure to follow the instructions on the container. Always clean and apply a biocide to an area five (5) or six (6) times larger than any visible mold. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as sofas, chairs, drapes and carpets - provided the fibers are completely dry. Machine washing or dry cleaning may remove mold from clothes. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock/drywall/plaster walls or ceilings, wood or (2) large areas of visible mold on non-porous surfaces. Instead, notify the leasing office immediately upon discovery, in writing, so appropriate action may be taken. Compliance with this Paragraph is required and will help prevent mold growth in the Premises. Failure to comply is a breach of this Lease and Tenant will be held responsible for property damage to the Premises and any health problems that may result.

- W. Noise, Music and Other Disturbances:** No Tenant, Occupant, their guest and/or invitee shall do anything in the Premises or in the Apartment Community which interferes with the rights, comforts or conveniences of another tenant of the Apartment Community, Landlord, its agents and/or employees. No excessive noise, music, disorderly conduct, offensive and/or excessive odors, or conduct annoying or disturbing to another tenant of the Apartment Community, Landlord, its agents and/or employees, shall be permitted in any part of the Apartment Community. Landlord shall be the sole judge of what constitutes an annoyance or disturbance.
- X. Obstructions:** The sidewalks, entrances, passages, courts, vestibules, stairways, corridors and hallways in the Apartment Community must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Premises.
- Y. Package Acceptance, Indemnification, and Waiver:** Tenant hereby authorizes Landlord and/or its agents to accept, on Tenant's and/or Occupant's behalf, any package or item delivered to the leasing office during disclosed business hours. Tenant also specifically authorizes Landlord and/or its agents to sign on Tenant's or Occupant's behalf if the person or entity delivering said package or item requires a signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to Tenant or approved representatives. Tenant understands and agrees that Landlord may refuse to accept any package for any reason or no reason at all. Due to limited storage space, Landlord requests that Tenant pick up any package as soon as possible. Tenant also agrees that Landlord shall have no duty whatsoever to hold or store any package for more than 0 days after receipt of delivery. After said time, Tenant agrees that any such package is deemed abandoned and further authorizes Landlord to return the package to its original sender. Accordingly, Tenant shall notify Landlord if Tenant will be away from the Premises and expects to receive a package. Tenant understands and agrees that Landlord has no duty to notify Tenant and/or Occupant of receipt of such package, nor does Landlord have any duty to make said package available to Tenant outside disclosed business hours. Any packages or personal property delivered to Landlord or stored by Landlord shall be at Tenant's and/or Occupant's sole risk, and Tenant assumes all risks whatsoever associated with any loss or damage to said package and personal property. Tenant, Occupant, and their guest and/or invitee hereby waive any and all claims against Landlord and/or its agents of any nature regarding or relating to any package or item received by Landlord or its agents, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of Landlord's or its agent's gross negligence or willful misconduct. Tenant also agrees to defend and indemnify Landlord and its agents and hold both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that Landlord received on Tenant's and/or Occupant's behalf. Tenant also agrees to indemnify Landlord and its agents and hold harmless from any damage caused to Landlord or its agents by any package received by Landlord and its agents on behalf of Tenant and/or Occupant. Tenant and/or Occupant authorizes Landlord to throw away and/or otherwise dispose of any package that Landlord, in its sole discretion, deems to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal. If any provision of this Paragraph is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only, without invalidating or otherwise affecting the remainder of this Paragraph, (b) the remainder of this Paragraph shall not be affected thereby, and (c) in lieu of each clause or provision that is illegal, invalid or unenforceable, there shall be added as a part of this Paragraph a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. Notwithstanding anything previously stated in this Paragraph, **LANDLORD SHALL NOT ACCEPT ANY PACKAGE REQUIRING REFRIGERATION AND/OR ANY PHARMACEUTICALS OR MEDICATIONS.**

*W. C. R. W. G.*



Z. **Parking and Motor Vehicles:** No vehicles (including, but not limited to, motorcycles, trucks, boats, trailers, campers, travel trailers, commercial vehicles or any type of recreational vehicle) may be parked in the Apartment Community without prior written authorization from Landlord, which shall be given at Landlord's sole discretion. Tenant agrees to pay, as additional rent, the amount of ZERO dollars (\$ 0.00) for each garage, carport and/or parking space(s) indicated below (collectively "Parking Space").

Parking Space Number N/A Vehicle: Make N/A Model N/A  
License Plate Number N/A Year N/A Color N/A

Parking Space Number N/A Vehicle: Make N/A Model N/A  
License Plate Number N/A Year N/A Color N/A

Parking Space Number N/A Vehicle: Make N/A Model N/A  
License Plate Number N/A Year N/A Color N/A

Parking Space Number N/A Vehicle: Make N/A Model N/A  
License Plate Number N/A Year N/A Color N/A

Parking Space Number N/A Vehicle: Make N/A Model N/A  
License Plate Number N/A Year N/A Color N/A

Tenant may use the Parking Space for the sole purpose of parking vehicles. All vehicles must be currently licensed and in good operating condition and be registered with the Apartment Community. If applicable, a valid parking tag must be affixed to front windshield or rearview mirror. Tenant agrees to park vehicles only in designated parking spaces. No vehicle may be parked in front of a dumpster, on the grass, in a fire lane, outside the boundaries of a single designated parking space, or in an entrance or exit and no vehicle may block another vehicle when parked. Vehicles found in no parking areas or which cause any obstruction to traffic may be towed at Owner's expense. No personal property, explosives, flammable material or any other item, which is dangerous or illegal, may be stored in the Parking Space or any vehicle parked therein. No other activity is permitted in the Parking Space. Tenant agrees to comply with all government laws, orders, and statutes regarding use of the Parking Space. No vehicles that leak oil, gas, or other substance shall be permitted at the Apartment Community, and any such vehicle will be towed at the Owner's expense. No car washing shall be done except in a designated area for car washing. No vehicle parked within the Apartment Community may be covered with a tarp, car sock and/or car cover at any time, without prior written permission from Landlord. Landlord may, in its sole discretion, impose parking regulations including, but not limited to, restricting the number of vehicles which a Tenant, Occupant, their guest and/or invitee may park in the Apartment Community, requiring the use of parking decals on vehicles, and/or assigning parking spaces. If the Apartment Community has assigned parking spaces, Tenant shall park exclusively in their Parking Space. Landlord reserves the right to control the assignment and use of parking spaces, including changing reserved spaces. Vehicles must be moved at the written request and/or tagging of said vehicle within twenty-four (24) hours of the request and/or tagging. Vehicles which do not appear to have been moved within a three (3) day period may be towed at Owner's expense. The maximum speed limit within the Apartment Community is 10 miles per hour. If the Apartment Community has a parking garage or structure, no vehicle over N/A high is allowed into the structure. Tenant shall not leave vehicle running in the structure, nor shall Tenant tamper with or interfere with the operation of the parking structure's gate or door. If applicable, Tenant may receive and use an access card or other device to enter the parking structure. Valet parking, if any, shall be utilized by Tenant and authorized Occupant only with the written permission of Landlord. Valet parking will be charged at a rate of ZERO dollars (\$ 0.00) per vehicle, per month. Tenant may terminate any valet parking arrangement with thirty (30) days written notice and all valet fees shall be paid through the end of the notice period. Landlord may terminate any valet parking arrangement with twenty-four (24) hours written notice. Landlord, its principal(s) agent(s) and/or employee(s) are not liable and/or responsible for any loss or damage to any valeted vehicle and/or vehicle key and/or personal property located in a valeted vehicle, except where said liability is imposed as a matter of law. Tenant acknowledges that it is Tenant's responsibility to advise Occupant, their guest and/or invitee of the proper manner for the parking of vehicles and ensure in each case that they have complied therewith. Tenant bears all risk of loss to all vehicles or personal property, regardless of how loss is caused, including but not limited to loss by fire, water, storm, theft, act of nature or third party. Landlord does not represent or guarantee the safety or security of the vehicles or personal property stored in the Parking Space. Any vehicles or personal property left behind in the Parking Space after vacating the Premises shall become the property of Landlord and may be towed or disposed of at Owner's expense, as permitted by law. Any violation of the foregoing rules and/or any rule regarding automobiles and/or parking which are posted within the Apartment Community may result in the vehicle in question being towed, without notice, at the owner's expense.

AA. **Pest Control:** Tenant shall not place in the Premises any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests and also in such event shall be liable to Landlord or affected third parties for any damages caused by such pests, including but not limited to the cost of abatement, which shall be immediately due as additional rent. Should Premises be identified as the location of a primary pest infestation and/or Tenant is identified by Landlord, in its sole discretion, and/or a professional pest control company with whom Landlord has contracted, to have caused and/or be the



source of said infestation, Tenant shall pay any and all damages reasonably associated with the eradication of said pest problem which shall be immediately due as additional rent. Tenant and/or Occupant shall absolutely follow and otherwise fully comply with the instructions or orders, of the pest control company and/or Landlord. Lack of cooperation is a material breach of this Lease and may result in termination of tenancy. Bed Bugs and Other Pests: Landlord and Tenant agree that Landlord inspected the Premises and is aware of no bed bug and/or other pest infestation upon move-in. Tenant represents that all furnishings and personal property to be moved into the Premises are free of bed bugs and/or other pests. As with all forms of housing, insects, rodents, or other pests, such as mice, spiders, beetles, etc. may occasionally find their way indoors. Tenant agrees to check for bed bugs and/or other pests regularly, including, but not limited to after staying in a hotel or another home; inspecting clothing, luggage, shoes and personal belongings for signs of bed bugs and/or other pests before re-entering the Premises; checking backpacks, shoes and clothing after using public transportation or visiting public establishments such as theatres, restaurants, schools, work places, airports, health care facilities, etc.; and after guests and/or invitees visit, inspect beds, bedding and upholstered furniture for signs of bed bug and/or other pest infestation. Tenant agrees to report any indication or evidence of bed bugs and/or other pests immediately to Landlord and allow a reasonable opportunity to address the issue, including scheduling treatment with an outside contractor. Tenant agrees to provide inspection access to Landlord and pest control personnel within twenty-four (24) hours of being given written notice or immediately if Landlord, in its sole discretion, deems a bed bug and/or other pest related situation to be an emergency. In the event of a bed bug and/or other pest issue, Tenant agrees to comply with any bed bug and/or other pest treatment plan provided by the Apartment Community, pest control specialist prior to, during and after professional treatment. These include, but are not limited to: placing all bedding, drapes, curtains, and small rugs in plastic bags for transport to laundry or dry cleaners; heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly (call Landlord for removal and disposal advice); emptying dressers, night stands and closets; removing all items from floors and bagging all clothing, shoes, boxes, toys, etc.; bagging and tightly sealing washables separately from non-washables (used plastic bags must be disposed of properly); washing all machine-washable bedding, drapes, and clothing, etc. on the hottest water temperature and dry on the highest heat setting (items that cannot be washed must be taken to a dry cleaner who MUST be informed of the issue); safely discarding ALL items that cannot be decontaminated; vacuum all floors including the inside of closets; vacuum all furniture, including inside drawers and nightstands, mattresses and box springs (carefully remove vacuum bags, sealing them tightly in plastic and discard of properly); use a brush attachment to dislodge eggs from vacuum; and move furniture towards the center of the room so that pest control personnel can easily treat carpet edges, as well as walls and furniture surfaces (all items must be removed from closets to allow for treatment). If the Premises is deemed by a pest control company to be the primary cause of bed bug and/or other pest infestation(s), Tenant agrees to indemnify and hold Landlord, its principles, agents and/or employees harmless from any actions, claims, losses, damages and/or expenses Landlord may incur as a result of any bed bug and/or other pest infestation in the Premises and/or elsewhere in the Apartment Community. If the Premises is deemed by a pest control company to be the primary cause of bed bug and/or other pest infestation(s), Tenant agrees to reimburse Landlord for any and all expenses and pest management fees that Landlord may incur as a result of a bed bug and/or other pest infestation in the Premises. Tenant acknowledges that Landlord shall not be liable for any loss of personal property to Tenant, Occupant, their guest and/or invitee as a result of any bed bug and/or other pest infestation in the Premises. Any violation of this Paragraph by Tenant and/or Occupant shall be considered a material breach of Lease and entitle Landlord to pursue all rights and remedies available under this Lease and applicable law including, but not limited to bringing an action to terminate the Lease for non-compliance. The following will be considered material non-compliance of the Lease: any misrepresentations to Landlord regarding the presence of an infestation and/or compliance with this Paragraph; failure to promptly notify Landlord of the presence of bed bugs and/or other pests that Tenant has discovered or should have reasonably discovered; failure to adequately or timely prepare for treatment, as set forth above. Determination of whether Tenant and/or Occupant have adequately complied with the bed bug and/or other pest treatment plan is within the sole discretion of the pest control professional; refusal to allow the Landlord to inspect the Premises; failure of Tenant to have personal property insurance to cover damage and/or loss to personal property or to participate in Landlord's Property Damage Liability Loss Waiver ("PDLW") Program as set forth in this Lease; any action that prevents treatment of the Premises or potentially exacerbates or increases the bed bug and/or other pest issue in the Apartment Community. Self-treating measures of any kind are strictly prohibited.

**BB. Private Work by Employees:** Tenant is not permitted to ask an agent and/or employee of Landlord to do work for them of a private nature. All maintenance and other requests involving an agent or employee of Landlord must be directed to Landlord in writing through the leasing office.

**CC. Responsibility for Occupant, Guest and Invitee:** Tenant is solely responsible for the actions of their Occupant, guest and/or invitee and will be responsible for their supervision at all times. Occupant, guest and/or invitee will not be permitted to gather, lounge or play in the entryways, stairways, hallways, basements, laundry rooms, parking areas, or other similar Common Areas. Landlord shall be the sole judge of what constitutes a violation of this Paragraph.

**DD. Security and Monitoring Devices:** No security/monitoring device shall be installed at the Apartment Community without Landlord's express written permission. Prior to installing any security/monitoring equipment at the Premises, Tenant must submit a written request to Landlord, indicating:

the specific device/equipment to be installed and used: N/A

the location of the installation: N/A

the purpose for which the device/equipment will be used: N/A

Landlord grants permission of security/monitoring device:  Yes  No

Approval of any security/monitoring device shall be in Landlord's sole discretion. In no case shall any device be installed prior to obtaining Landlord's written permission. If permission is granted, Tenant shall be solely responsible for the installation, proper use, maintenance, as well as deinstallation of this device/ equipment when the Premises is vacated. Tenant is solely responsible for any and all damage caused by the installation, use, misuse and/or deinstallation of the device/equipment. If, at any time, use of this device/equipment is, in Landlord's sole discretion, intrusive, improper, disruptive and/or an infringement on any privacy rights and/ or quiet enjoyment of property by Landlord, Tenant, Occupant, their guest and/or invitee, or other individual(s) in the Apartment Community, Tenant shall remove said equipment and/ or device within 24 hours of Landlord's written notice or be subject to lease violation and/or termination of tenancy. Any and all use of security and/or monitoring devices, which may include videotaping and/or photographing, is subject to and must strictly adhere to this Paragraph and local, state, and federal laws. Tenant agrees to indemnify and hold Landlord, its principals, owners, agents, attorneys, representatives, and employees harmless for any and all claims, causes of action, demands, rights, damages, costs, expenses and compensation of any kind, nature and character whatsoever, which any party ever had or may claim to have, including, but not limited to any injuries or damages to person or property any party suffered or may suffer as a result of Tenant's use and/or installation of security and/or monitoring device, except where prohibited by law. Furthermore, Tenant hereby consents to and understands that other residents may be granted express written permission by Landlord to install and use security and/or monitoring devices which may include photographing and/or videotaping of Tenant, Occupant, their guest and/or invitee.

- EE. Sex Offender:** No individual listed on a State or Federal Sex Offender Registry is permitted anywhere in the Apartment Community, without Landlord's express written permission. Any such individual shall be considered a trespasser if identified to be within the Apartment Community. It is a violation of the Lease and for any Tenant, Occupant, their guest and/or invitee to invite or permit an individual on a State or Federal Sex Offender Registry to be anywhere in the Premises or Apartment Community without Landlord's express written permission.
- FF. Signs:** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant, Occupant, their guest and/or invitee, on any part of the outside or inside of the Premises or anywhere in the Apartment Community without prior written authorization from Landlord, which shall be given at Landlord's sole discretion.
- GG. Sinks, Kitchen Appliances and Toilets:** Sinks and toilets shall not be used to dispose of grease, rubbish, sweepings, cigarettes, cigars, paint, disposable diapers, feminine hygiene products, cat litter, aquarium rocks, all types of wipes, including flushable, and/or any non-biodegradable items or foreign objects or items not designed to be put in sinks or toilets. Waste of this kind shall be disposed of in proper receptacles only. Kitchen appliances, sinks, toilets, and other equipment shall only be used in the manner for which they were designed. Garbage disposals are for small food scraps only, never bones, pasta, rice, egg shells, fruit and vegetable pits and peels, large amounts of food, or any other non-food item. The pouring of grease into sinks or toilets is forbidden. Tenant shall be responsible for the cost of repairs should Tenant use the garbage disposal to dispose of said items. All grease and other waste shall be properly disposed of with the garbage and/or refuse in proper receptacles.
- HH. Smoking:** Tenant understands and agrees that smoking of any kind is prohibited in all indoor Common Areas and that the smoking of marijuana is also prohibited in all outdoor Common Areas. If smoking outside in the Apartment Community, Tenant, Occupant, their guest and/or invitee agrees to stay twenty-five (25) feet from the entrance of any building door. Tenant acknowledges that it is Tenant's responsibility to advise their Occupant, guest and/or invitee of the proper rules governing smoking and ensure that these rules are followed. Smoking in the Premises is permitted so long as all doors and windows to the Premises remain closed and an air filtration system is used to adequately prevent the odor from traveling into the Common Areas and/or other apartments. Odor from smoking will be treated as a nuisance when it is allowed to travel into the Common Areas and/or other apartments or interfere with the use and enjoyment of property by other tenants and/or occupants. The growing of marijuana is strictly prohibited in the Apartment Community. Landlord shall be the sole judge of what constitutes a violation of this Paragraph.
- II. Smoke, Radon and/or Carbon Monoxide Detectors:** Smoke detectors, radon detectors, and/or carbon monoxide detectors, if any, have been installed in the Premises in accordance with the law. These detectors can save lives if used properly. Upon move-in, Tenant agrees that all detectors are in good working order. Thereafter, Tenant is wholly responsible for periodic testing and replacement of batteries of every detector in the Premises. If Tenant cannot do this, or if any detector fails to respond when tested, Tenant shall contact Landlord's leasing office immediately so that Landlord may install batteries or make necessary repairs. No Tenant, Occupant, their guest and/or invitee shall ever disconnect or tamper with a detector. Tenant will be held liable for all damage and/or injury that results from any detector that has been disabled or tampered with.
- JJ. Snow, Ice and Other Hazardous Conditions:** Tenant shall immediately notify Landlord of any known or reasonably discoverable hazardous condition involving the Premises or Apartment Community including, but not limited to, ice or snow build up, water drips or leaks, damaged or malfunctioning stairs, stairways, walkways, doors, windows, flooring materials, walls, railings, downed wires and/or broken tree limbs.
- KK. Solicitation:** Door-to-door solicitation and distribution of literature and/or material is not permitted within the Apartment Community. Tenant shall notify the leasing office of any such solicitation. Yard sales and/or other sales may not be conducted on the Premises and/or in the Apartment Community.
- LL. Storage Areas:** Tenant agrees that possession of any storage unit designated for Tenant's use shall occur with Landlord's written authorization. Tenant agrees to pay, as additional rent, the amount of ZERO dollars (\$ 0.00) per storage unit, per month to lease Storage Unit Number(s) N/A. Storage unit(s) may be used only for lawful storage of personal property. No person may sleep, cook, barbecue, operate a business, live in, grow plants in, or conduct any illegal activity in the leased space. Persons not named in the Lease may not use the storage areas. No smoke, fire or carbon monoxide detector will be furnished for use in the storage unit(s) or storage





room area by Landlord unless required by law. Tenant is responsible for providing a lock and securing the storage unit(s) unless otherwise provided by Landlord, in which case, locks on doors of storage unit(s) may not be rekeyed, added or changed without prior written approval of Landlord. Improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. Tenant may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors of the storage unit(s) unless approved, in writing, by Landlord. No electrical or other appliances will be connected to any light sockets or electrical outlets in a storage unit or area. Items that pose an environmental hazard or a risk to the safety or health of other persons, in Landlord's sole judgment, or that violate any government ordinance, law or regulation may not be stored. Prohibited items include mattresses, tires, firearms, weapons, chemicals, fireworks, combustible items or other material that may create a hazard, items that invite pests and/or vermin, and/or create excessive moisture, odor(s) and/or fumes. Landlord may remove such items, and store or dispose of them, as appropriate, without prior notice, at Tenant's expense. Tenant may not operate a vehicle or other equipment inside a storage unit(s). Tenant bears all risk of and responsibility for loss to all person and/or property in the storage unit(s). Landlord does not represent or guarantee the safety or security of the personal property stored in the storage unit(s). Storage unit(s) is accepted by Tenant "as is." Tenant must maintain renter's insurance coverage for any loss to person and/or property in the storage unit(s) and/or otherwise fully comply with the Indemnification and Property Damage Liability Waiver Program. Landlord has no responsibility for loss or damage to person and/or property located and/or stored in a storage unit(s), whether caused by accident, fire, theft, water, vandalism, pests, disappearance, or otherwise, except in the case of Landlord's failure to perform a duty imposed by law. Landlord is not responsible for pest control in the storage unit(s). Landlord may open and enter storage rooms and/or storage unit(s) to inspect for any reason and/or ensure compliance with this Paragraph, and will leave written notice that said compliance inspection has occurred on the main entry door of Tenant's Premises. Further, upon reasonable notice, Landlord may require Tenant to move all personal property out of any storage unit(s) to facilitate any repair, maintenance call, and/or inspection which Landlord, in its sole discretion, deems necessary. Tenant will return possession of any leased storage unit(s) space as clean and in the same condition as it was received, and is responsible for all damages thereto, reasonable wear and tear excepted. Property left in the storage unit(s) after Tenant has vacated the Premises shall become the property of Landlord and may be disposed of at Tenant's expense, as permitted by law.

**MM. Swimming Pool:** The swimming pool(s), hot tub, sauna, pool deck, and all other related amenities and equipment whether at the Apartment Community or off-site location designated by Landlord (collectively "Swimming Pool") is ONLY to be utilized by Tenant and authorized Occupant. All persons under the age of 14 must be accompanied by Tenant and authorized Occupant. There is **NO LIFEGUARD ON DUTY**. Anyone using the Swimming Pool does so at their own risk and must follow all Swimming Pool rules and regulations. Tenant shall pay a fee of ZERO dollars (\$0.00) for a Swimming Pool key/card/pass and pay the same amount if that key/card/pass is lost and/or not returned at the time of move-out. All persons using the Swimming Pool must have a pool pass, if applicable. All posted rules must be adhered to. Swimming Pool hours are posted. Swimming Pool hours are weather permitted and may be altered and/or restricted for cleaning, maintenance, and/or other purposes, at the sole discretion of Landlord. The gate and/or door(s) is locked when the Swimming Pool is closed. Tenant must register all persons using the Swimming Pool upon entering, if required. Tenant is permitted to have 2 guests per household, providing capacity does not exceed maximum occupancy and does not restrict other tenants and/or occupants usage. Guests must be accompanied by Tenant and/or Occupant at all times and may be asked to leave the Swimming Pool at Landlord's sole discretion. Tenant is responsible for maintaining social distancing as required by any government agency with persons not in Tenant's household, if required. If chairs, tables, lounge chairs, benches, umbrellas, and/or other patio furniture or equipment is provided for Tenant's use, Tenant will wipe down and disinfect said furniture and/or equipment prior to and after use. Anyone wearing diapers and/or training pants must wear plastic pants over them. This is for sanitary reasons that must be observed for the health and welfare of all who use the Swimming Pool. No rafts, balls, toys, bicycles, strollers, wagons, plastic vehicles, other foreign objects and/or vulgar language is allowed in the Swimming Pool. Only U.S. Coast Guard approved flotation devices are permitted. The life-saving equipment and pool maintenance equipment shall not be disturbed for any reason other than its proper use. Smoking is not permitted in the Swimming Pool. No animals are allowed in the Swimming Pool. No food, including gum and candy, or drinks, including alcohol, other than water in a plastic container, is allowed in the Swimming Pool. Place all trash in proper containers. Running, pushing, diving, or horseplay is not permitted. Anyone behaving in an unsafe manner will be asked to leave the Swimming Pool. Proper swimming attire, as determined by Landlord in its sole discretion, is required in the Swimming Pool. Tenant and Occupant must follow all rules of the Apartment Community and conduct themselves in a respectful, orderly manner at all times while using the Swimming Pool. Landlord reserves the right to revoke Swimming Pool privileges of any Tenant or Occupant who, in Landlord's sole discretion, does not follow rules and regulations of the Apartment Community and/or the Swimming Pool and/or the provisions of the Lease or this Addendum. Any person with a medical and/or health condition which would be impacted by their use of the Swimming Pool should consult a physician before using the Swimming Pool. Any person with a medical and/or health condition that may negatively impact other Swimming Pool users may not use the Swimming Pool. Landlord may close the Swimming Pool at any time that it, in its sole discretion, deems necessary without notice. Landlord reserves the right to change Swimming Pool rules at any time without notice. Landlord makes no representations and/or warranties regarding the Swimming Pool, its use and any equipment contained therein. Landlord, its principals, agents, employees and/or assigns are not responsible for injury and/or damage suffered while using the Swimming Pool and/or any equipment therein, except in the case of Landlord's failure to perform a duty imposed by law. Furthermore, Tenant hereby waives, releases, acquits, discharges, holds harmless, and indemnifies Landlord, its officers, shareholders, owners, heirs, directors, officers, employees, agents, contractors, affiliates, and assigns from all liability and damages on behalf of Tenant, Occupant, their guest and/or invitee, as to any and





all claims and causes of action for damages for personal injury, including those arising out of accident, illness (including death), negligence, intentional act and/or property damage which Tenant, Occupant and/or their guest and/or invitee have, or which may hereafter accrue as a result of the use of the Swimming Pool, authorized or unauthorized, except in the case of Landlord's failure to perform a duty imposed by law.

- NN. Text Messaging:** Tenant may be sent occasional notifications via SMS (text messaging) for service requests and/or important community-related notifications, such as water interruptions, asphalt resurfacing, or other such purposes. Standard text messaging rates apply. Any notice received via SMS shall not be considered a binding contract and shall not override any provision of this Lease. Tenant shall have the opportunity to Opt In or Opt Out of any and all text message options. If Tenant elects to Opt-Out of SMS, Tenant shall be sent notification via email or written notice.
- OO. Treatment of Landlord:** Tenant and Occupant expressly agree to treat Landlord, its agents, contractors, vendors, employees and/or any persons in or at the Premises with respect and dignity at all times and ensure that their guest and/or invitee does the same. All forms of violence, threats of violence, harassment, inappropriate language or any inappropriate conduct and/or abuse, either verbal or physical, or electronic is strictly prohibited at all times.
- PP. Trees and Shrubbery:** Trees, shrubbery and other foliage are a vital and valuable part of the Apartment Community and Tenant will be held responsible for any damage to any tree, shrub or other foliage which is caused by Tenant, Occupant, their guest and/or invitee. Any beautification done by Tenant to the outside of Premises shall be considered the property of Landlord and can be removed by Landlord at any time.
- QQ. Video Taping/Photographing:** Subject to the Security and Monitoring Devices Paragraph of this Lease, no Tenant, Occupant, their guest and/or invitee shall videotape and/or photograph any person in the Apartment Community without their express consent. Further, no minor child shall be videotaped or photographed anywhere in the Apartment Community without the express written consent of said minor's parent or legal guardian.
- RR. Wall Hangings:** No spikes, hooks, screws or nails will be driven into the walls or woodwork of the Premises, except that a reasonable number of paintings, pictures and wall décor may be hung in the Premises with small wire nails. No mirrors, cork, picture hangers or wall décor will ever be glued to the walls, cabinets or any fixture in the Premises. In any case, Tenant will be responsible for restoring the walls, woodwork, cabinets or fixtures to the original condition upon vacating the Premises.
- SS. Window Coverings:** Landlord may furnish interior window blinds for the Premises so that the Apartment Community will have a uniform and consistent appearance. Tenant expressly agrees that any personal window treatments will be placed on the inside of the blinds furnished by Landlord so as not to alter the exterior appearance of the Apartment Community, including but not limited to, that no blankets, sheets or similar items may ever be used as window coverings.
- TT. Waste of Water:** The water shall not be left running for any unreasonable or unnecessary length of time. Tenant shall report all water leaks and/or drips to Landlord immediately. Laundry room, outdoor spigots, and other Common Area water supplies shall not be used for personal use.
- UU. Window Sills and Air Conditioning:** Window sills shall be kept free from all personal property. No additional air conditioning unit shall be installed without prior written consent of Landlord, which shall be given at Landlord's sole discretion.
- VV. Landlord-Right to Make Further Rules:** Landlord shall have the right to make such other and further rules and regulations which in Landlord's sole judgment may, from time to time, be needed to protect the physical health, safety or peaceful enjoyment within the Apartment Community by all tenants, occupants, their guests and/or invitees and/or Landlord, its agents and/or employees. Any such change in rules shall be made by written thirty (30) day notice, which shall be hand delivered to Tenant and/or Occupant, or posted on the door of the Premises.
- 18. HOLD HARMLESS/INDEMNIFICATION OF LANDLORD:** It is expressly understood and agreed that whenever repairs to be made by Landlord shall be delayed because of factors beyond Landlord's control, the obligations of the Tenant hereunder shall not be affected whatsoever, nor shall any claim accrue to the Tenant, Occupant, their guest and/or invitee against the Landlord, its principals, agents, employees and/or assigns, by reason thereof. In addition, Landlord shall not be liable for any damage or injury occurring on or about the Premises to Tenant, Occupant, their guest and/or invitee, or to any personal property whatsoever that may be in the Premises, or anywhere within the Apartment Community, except in the case of Landlord's failure to perform a duty imposed by law. Tenant and/or Occupant hereby agree, for themselves, their heirs, assigns and/or personal representative(s), to protect, indemnify and hold Landlord, its principals, agents, employees and/or assigns harmless from and against any and all loss, damage, or liability arising out of any accident, intentional act, theft or other occurrence on the Premises or any part thereof, or in any Common Areas, causing injury to any person or property whomever or whatever, no matter how caused, except in the case of Landlord's failure to perform a duty imposed by law.
- 19. WAIVER OF SUBROGATION:** Landlord and Tenant each release the other party from any liability for loss, damage or injury caused by fire, water-related, or other casualty for which insurance is carried under a policy which permits waiver of liability and waives the insurer's rights of subrogation, to the extent of any recovery by the insured party under such insurance policy.
- 20. SAFETY:** Tenant hereby acknowledges that they are responsible for their own safety at all times while occupying the Premises and/or while in the Apartment Community. Tenant further acknowledges that they have a responsibility to exercise due care for their own safety and that of their Occupant, guest and/or invitee, as well as others within the Apartment Community and take affirmative steps to protect against injury and damages. Landlord has no obligation to provide security services at, in, on or about the Premises for the benefit of Tenant, Occupant, their guest and/or invitee. Any security service, device and/or equipment which Landlord may contract for, provide and/or install is exclusively for the protection of Landlord's property and is not intended to benefit Tenant, Occupant, their guest and/or invitee. Tenant agrees that there are not any warranties or representations that any lock, intercom system, alarm, security system, security camera, gate and/or protective device will provide any protection







