

**IN THE COUNTY COURT, ORANGE COUNTY, FLORIDA
CIVIL DIVISION**

SFR XII NM ORLANDO OWNER 1 LP

Plaintiff,

CASE NO.:

DIVISION:

-vs-

MILADYS SANCHEZ

Defendant(s). /

COMPLAINT FOR EVICTION

Plaintiff, SFR XII NM Orlando Owner 1 LP, by and through the undersigned counsel, sues Defendant(s), Miladys Sanchez, and alleges:

1. This is an action to evict tenants from real property located in Orange County, Florida.
2. The Plaintiff is the landlord of the following real property in said county:
4214 Arch St, Orlando, FL 32808
3. Defendant(s) hold possession of said property under a written rental agreement (Exhibit A). (Note electronic signatures where applicable, if rental agreement electronically sign.)
4. Defendant(s) failed to pay rents due on or before March 7, 2024 of \$13,030.37.
5. The Plaintiff served Defendant(s) the Statutory Notice (Exhibit B) on March 7, 2024 to pay rents due at that time or to vacate the premises, but the Defendant(s) refused to do either. (Note Affidavit/Verification of Service where applicable, if Statutory Notice served by process server.)

WHEREFORE, Plaintiff demands judgment for possession of the property against the Defendant(s), release of any funds deposited into the Registry of the Court, costs and attorney fees, and such other relief as is appropriate.

DATED: March 22, 2024

/s/ Matthew E. Siegel

Matthew E. Siegel

Attorney for Plaintiff/FBN 0107076

The MGF D Law Firm PA

2753 SR 580, Ste 209/Clearwater, FL 33761

727-726-1900/Fax 727-726-7440

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For and in consideration of Ten Dollars (\$10.00), the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessor and the undersigned Tenant do hereby agree as follows:

A. PRIMARY TERMS The primary terms of this lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease. Lessor agrees to lease to Tenant and Tenant agrees to lease from Lessor the Premises identified herein on this date of June 29, 2023 the terms and conditions of which are set forth as follows:

<p>1. Name of Lessor: SFR XII NM Orlando Owner 1, L.P. ("Lessor") Name of Tenant(s): <u>Miladys Sanchez, Carmen Nevarez</u> ("Tenant") Property Address: <u>4214 Arch St, Orlando, FL 32808</u> ("Premises")</p>
<p>2. Lease for a term Start Date: <u>June 30, 2023</u> Last Day of Lease (Lease End Date): <u>June 30, 2024</u>. Tenant may terminate this Lease without penalty if possession is not granted within 15 days after the Lease Start Date ("Approved Delay Period"). No delay on the part of Lessor in delivering possession or exercising any power or right hereunder shall operate as a waiver thereof, nor shall any waiver of any rights or powers of Lessor or consent by Lessor be valid unless in writing duly executed by Lessor.</p>
<p>3. Rent: Tenant shall pay monthly rent of \$1995.00 If Tenant is taking occupancy prior to the first day of the calendar month, then Tenant will pay prorated rent of \$66.50 for the period of <u>6/30/2023 - 6/30/2023</u> prior to taking possession. Rent Shall Be Payable To <u>Excalibur Homes, LLC (Manager) and mailed to 2855 Marconi Dr. #310 Alpharetta, GA 30005 or delivered in person to 7800 Southland. Suite 102, Orlando, FL 32809</u> ("Rent Payment Addresses") Form of Payment: Tenant may pay rent by Personal checks, certified checks, or money orders. Tenant can pay by Auto-debit (Free) or make one time payments through Manager's portal for a fee of \$10.00 per ACH payment and \$15 per debit card payment. Tenant may pay by credit card through Manager's portal which will include a convenience fee of 3.5% to offset the merchant services fees charged by the credit card companies. For security purposes Cash is not accepted at either of the Rent Payment Addresses. Tenants that want to pay Cash may request a CashPay form and pay in cash at any of the locations identified on https://www.paylease.com/cashpay/locations. Any of these options may be discontinued by Lessor subject to paragraph B.4. for payments returned by the bank as unpaid or credit card transactions which are reversed. Any charges due and/or payable by Tenant under this Lease shall be considered "Additional Rent." Rent may not be unilaterally abated.</p>
<p>4. Due Date for Rent: Rent shall be due on the 1st day of each month without demand. Rent must be paid no later than by the 11:59 p.m. on the 5th day of the month ("Due Date"). Rent paid after the Due Date shall be late and must include additional rent of 10% of the monthly rental rate ("Additional Rent for Late Payment") and must be paid by: Certified Check or Money Order. Service Charge: \$50.00 ("Service Charge") for all dishonored checks OR rejected electronic (ACH) payments.</p>
<p>5. Notice Not To Renew: A party electing not to renew the Lease for term is required to provide the other party a 60 day notice to terminate this Lease. If the Parties continue on a month to month basis, either Party must provide the other with a 30 Day Notice.</p>
<p>6. Security Deposit: Tenant shall have the option, if permitted by Landlord, to pay Excalibur Homes, LLC (Holder) a security deposit of \$1995.00 or Tenant may elect to participate in a security deposit insurance program as described in the Security Deposit Lease Addendum attached hereto and made a part hereof and provides Lessor with insured coverage for the same dollar amount after the application of all deductibles, costs and fees. If the tenant elects to pay the security deposit, it will be held in Escrow Account at JP Morgan</p>
<p>7. Non-Refundable Administrative Fee Paid by Tenant: \$200.00.</p>
<p>8. Re-Key Fee Paid by Tenant upon Lease Termination: \$50.00 per lock/cylinder. A handset and a deadbolt equals 2 locks. If the Re-Key remains unpaid upon Lease Termination, Lessor shall have the right to deduct same from the Security Deposit. Otherwise, Tenant may pay this fee in consideration for and upon execution of, this Lease.</p>
<p>9. Utilities provided by Lessor include those checked here: None</p>
<p>10. Lawn & Exterior Maintenance: Tenant shall maintain the lawn per Paragraph B.10. with the following exception(s):</p>
<p>11. Use: Only the following people are authorized to occupy the Premises: Miladys Sanchez, Jorge Echevarria, Aaliyah Leal, Carmen Nevarez. Unauthorized residents are subject to removal/eviction upon demand. The housing of unauthorized residents shall constitute a material breach of the Lease, for which Tenant shall be given an opportunity to cure in accordance with Florida law.</p>
<p>12. Deleted.</p>
<p>13. Pets: Tenant Shall not be allowed to keep pets on the premises. If pets are allowed a separate pet exhibit must be attached hereto and incorporated into this Lease.</p>
<p>14. Smoking: Tenant shall not be allowed to smoke within the Premises. Smoking in the premises shall cause the tenancy to be subject to immediate termination, upon notice in writing by Lessor, and shall constitute a material breach for which tenant shall not be given</p>

an opportunity to cure.	
15. Pest Control: Pest Control, as defined in the Lease, shall be the responsibility of and paid for by Tenant	
16. No Subletting. There shall be no subletting of any kind including, but not limited to, nightly rental services such as AIRBNB.com VRBO.com, or home exchange services such as HomeExchange.com. All occupants of the Premises must be identified in this Lease. Unauthorized subletting, assignments of lease, and short term rentals shall constitute a material breach of this Lease for which Tenant shall not be given an opportunity to cure.	
17. The Appliances listed are provided by Lessor and will be maintained or repaired by Lessor: Dishwasher, Microwave (Built In), Range - Free Standing, Refrigerator	
18. Lead Based Paint: Premises Was built prior to 1978. Tenant has received a copy of the Protect Your Family From Lead in Your Home pamphlet.	
19. Deleted.	
20. Deleted.	
21. Deleted.	
22. Holding Over: The daily rate for holding over beyond the term or termination of the Lease shall be the maximum amount allowable under Florida law, which is equal to twice the monthly rent, apportioned on a per-day basis. ("Holding Over Rate").	
23. No Subletting/Fee to Prepare Lease Amendment for Change of Tenant(s): \$50.00 payable to Lessor	
24. Renewal Term: This Lease for a term can be renewed or extended only by a new lease signed by both Landlord and Tenant. Otherwise, after the expiration of the Lease Term, with Landlord's consent, this Lease will automatically renew on a month-to-month basis, with all other terms and conditions of the Lease remaining in full effect, but then may be terminated at any time by Landlord or Tenant by giving a minimum of thirty (30) days written notice of termination of the Lease prior to the end of any month. Each monthly rent payment due during any month-to-month term shall include an additional rent payment of \$500.00. If Tenant continues to occupy the Premises after the initial Lease Term, or a month-to-month rental term expires without the continued consent of Landlord, or after the serving of a thirty (30) day notice of termination by Landlord, then Tenant shall be liable for double rent as a holdover tenant. For any renewal granted, at Landlord's discretion, the rent may be increased with a thirty (30) days written notice.	
25. Leasing Broker is N/A and is:	Listing Broker is Excalibur Homes, LLC and is: Representing Landlord as client.
26. Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships: None.	
27. Authorized Agent Disclosure: The name and address of the Owner of record of the Premises or the person authorized to act for and on behalf of the Owner for the purpose of serving of process and receiving demands and notices is as follows: <u>Lessor, as named above, in care of Excalibur Homes, LLC, 2855 Marconi Dr, Suite 310, Alpharetta, GA 30005.</u> Manager: The name and address of the person authorized to manage the Premises and Property is as follows: Brokerage Firm: <u>Excalibur Homes, LLC, 2855 Marconi Dr, Suite 310, Alpharetta, GA 30005</u> (hereinafter "Manager").	

B. CORRESPONDING PARAGRAPHS

- 1. Agreement to Lease.** The Parties agree to enter into this Lease for the Premises which may be further described in Exhibit "A". The Premises may be part of a larger property ("Property"). If so, Tenant shall have the right to use the common areas of the Property subject to: (1) all rules, regulations and covenants applicable thereto; and (2) the common areas being reduced, modified, altered or being made subject to further use restrictions by Lessor or any community association responsible for the same.
- 2. Term and Possession.** If Lessor is unable to deliver possession of Premises on the Start Date, rent shall not begin until possession is granted. If possession is not granted by the end of the Approved Delay Period, Tenant may, by giving notice to Lessor, terminate this Lease in which event Lessor shall promptly refund all rent and deposits to Tenant (see A.2.). Neither Lessor nor Broker shall be liable for any delay in the delivery of possession of Premises to Tenant. This Lease will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by this Lease. In the event Tenant fails to provide Lessor with the required number of days written notice of termination and intent to vacate as required by this paragraph and elsewhere in this Lease, Tenant acknowledges and agrees that Tenant shall be liable to Lessor for liquidated damages in the sum equal to one month's rent. This liquidated damages amount is exclusive to insufficient notice under this paragraph and does not limit collection rights with regard to other amounts potentially owed to Lessor. In the event this Lease renews on a month to month basis, you must pay the amount of rent Lessor charges at the time the month-to-month tenancy commences pursuant to this paragraph, inclusive of any applicable fees or premiums. Lessor may change Tenant's rent at any time during a month to month tenancy by giving tenant no less than 30 days written notice. Month to Month tenancies are terminable at will by either Lessor or Tenant pursuant to Fla. Stat. § 83.57, or as otherwise required by local law.
- 3. Rent.** Tenant shall pay rent in advance to Lessor monthly, and on or before the Due Date during the Lease Term (see A.3.) to the Rent Payment Address (or at such other address or in such other manner as may be designated from time to time by Lessor to Tenant in writing). If the Start Date or the Ending Date is on the second day through the last day of any month, the rent charge shall be prorated for that month. Tenant is required to pay an amount equal to one full month's rent upon taking possession of the Premises. Tenant will pay the prorated rent charge on the first day of the next calendar month following the Lease Start Date. Mailing the rent payment shall not constitute payment. Tenant acknowledges that all funds received by Lessor will be applied to the oldest outstanding balance owed by Tenant to Lessor. Cash is unacceptable without Lessor's prior written permission. Tenant shall not withhold or offset rent without first providing Lessor with notice and a reasonable opportunity to cure as provided for under Chapter 83, Florida Statutes. Lessor may, at its option, require at any time that Tenant pay all rent and other sums in certified or cashier's check, money order, or one monthly check rather than multiple checks. Rent is not considered accepted, if the payment is rejected, does not clear, or is stopped for any reason. Lessor may, but is not required to, accept rent through direct debit, ACH or other electronic means established and approved by Lessor. If Tenant does not pay rent on or before the 1st day of the month, Tenant shall pay a late charge. Lessor and Tenant agree that the late fee is intended to be liquidated damages since the added costs of late payment and damages in such instances are difficult to determine. All property in the apartment or common areas associated with the apartment is (unless except under Florida law) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to Tenant's property or Tenant's property will be subject to the lien at the time Tenant surrenders possession or abandons the Premises. If during the term of this Lease any locality, city, state, county, or Federal Government imposes upon Lessor any fine, code violation, charge, or tax which is related to Tenants use and occupancy of the Premises such that Lessor is charged a fee, fine, charge or tax, then Lessor may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to Tenant. After this written notice, Tenant agrees to pay the amount or approximate amount of the charge as additional rent.
- 4. Due Date, Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the Due Date shall be late (see A.4.). Lessor may, but shall have no obligation to, accept any rent paid after the Due Date. If late payment is made and Lessor accepts the same, the payment must include Additional Rent for Late Payment in the form of cash, cashier's check, certified check or wire transfer of immediately available funds, and if applicable, the Service Charge for any returned check. Lessor reserves the right, upon notice to Tenant, to refuse to accept personal checks or Electronic Funds Transfers (EFT) from Tenant after one or more of Tenant's personal checks or EFT payments have been returned by the bank unpaid.
- 5. Notices.** Either Party must provide the other Party the number of days notice described in paragraph A.5. of their intent to terminate this Lease.

A. All Notices Must Be In Writing. All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination or vacating and other notices, required or permitted hereunder shall be in writing and signed by the party giving the notice.

- B. Method of Delivery of Notice.** Subject to the provisions herein, all notices shall be delivered either: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U. S. mail, pre-paid return receipt requested; (5) posted at a conspicuous place on the Premises.
- C. When Notice Is Deemed Received.** Except as may be provided herein, a notice shall not be deemed to be given, delivered or received by Lessor until it is actually received by Lessor. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted provided that the sending FAX produces a written confirmation showing the correct date and the time of the transmission and the telephone number referenced herein to which the notice should have been sent.
- D. Certain Types of Signatures Are Originals.** A secure electronic facsimile signature shall be deemed to be an original signature for all purposes herein. An e-mail notice shall be deemed to have been signed by the party giving the same if the e-mail is sent from the e-mail address of that party and is signed with a "Electronic Signature" as that term is defined under Fla. Stat. § 668.50(2)(h). Secure digital signatures, from services such as DocuSign, will also be treated as original signatures.
- E. Saint Petersburg:** Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 21 days' prior to the end of the monthly rental period. If you fail to provide us at least 21 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month's rent.
- Miami-Dade County, Broward County, City of Lake Worth Beach, City of West Palm Beach, Village of Royal Palm Beach, Naples:** Either party may terminate the month-to-month tenancy by giving the other party not less than 60 days' written notice prior to the end of any monthly period. We may change your rent at any time there after during a month-to-month tenancy by giving you no less than 60 day's written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. This paragraph is only applicable if the dwelling unit is located in the following localities: Miami-Dade County, Broward County, the City of Lake Worth Beach, the City of West Palm Beach, the Village of Royal Palm Beach, and Naples.
- City of Tampa:** Either party may terminate the month-to-month tenancy by giving the other party at least 30 days' written notice prior to the end of any monthly period. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. This paragraph is only applicable if the dwelling unit is located in the City of Tampa.

6. Security Deposit.

- A. Move-In:** Lessor shall provide Tenant with a comprehensive list of any existing damages to Premises. Prior to taking occupancy, Tenant will be given the right to inspect Premises to ascertain the accuracy of the form. Both Lessor and Tenant shall sign the form and Tenant shall be entitled to retain a copy of the form. Tenant acknowledges that Tenant has carefully inspected the Premises, is familiar with the same and that the Premises are in a good and habitable condition.
- B. Deposit of Same:** Lessor will deposit the security deposit in an non-interest bearing account. The Security Deposit shall not be commingled with any other funds belonging to the Lessor. Lessor shall have the right upon fourteen (14) days prior notice to Holder and Tenant to change the Holder of the Security Deposit and / or the bank account into which the Security Deposit is deposited; provided that the new Holder designated by Lessor is a licensed Florida Real Estate broker and the bank account into which the Security Deposit is deposited into is an Escrow/Trust Account. (see A.6.)
- C. Security Deposit Check Not Honored:** In the event any Security Deposit check is dishonored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Agreement of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Lessor shall have the right to terminate this Lease upon notice to Tenant.
- D. Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Agreement or the surrender of Premises by Tenant, whichever occurs last (hereinafter "Due Date"); provided that Tenant meets all of the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises or the Property except for normal wear and tear or damage noted at the commencement of the Lease in the Move-In Move-Out Inspection Form signed by Lessor and Tenant; and (6) all keys to the Premises and to recreational or other facilities, access cards, gate openers and garage openers have been returned to Lessor or Manager.
- E. Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises or Property caused by Tenant, Tenant's household, or their invitees, licensees and guests; (2) unpaid rent, utility

charges or pet fees; (3) cleaning costs if Premises is left unclean; (4) the cost to remove and dispose of any personal property; (5) late fees and any other unpaid fees, costs and charges referenced herein; (6) a fee to re key the locks either upon the termination of the Lease or to replace any mailbox keys or access cards not returned by Tenant at move out; and (7) any other costs and expenses resulting from Tenant's violation of this Lease.

- F. Upon the vacating of the premises for termination of the lease, if the Lessor does not intend to impose a claim on the security deposit, the Lessor shall have 15 days to return the security deposit together with interest if otherwise required, or the Lessor shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

"This is a notice of my intention to impose a claim for damages in the amount of \$_____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to **7800 Southland, Suite 102, Orlando, FL 32809.**"

- G. **YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LESSOR MAY TRANSFER ADVANCE RENTS TO THE LESSOR'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LESSOR YOUR NEW ADDRESS SO THAT THE LESSOR CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LESSOR MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LESSOR'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LESSOR STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LESSOR'S NOTICE, THE LESSOR WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.**

IF THE LESSOR FAILS TO TIMELY MAIL YOU NOTICE, THE LESSOR MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LESSOR 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.

7. **Administrative Fee.** Upon completion of the Move In Inspection and payment of funds required to move in, Tenant shall pay Manager the non-refundable Administrative Fee of \$200.00 (see A.7.).
8. **Keys, Locks, and Re-Key Fee.** Landlord shall furnish Tenant at least one key to the Premises including one of the following, if applicable: garage door opener, gate opener, and recreational access key/card. At end of the Lease Term, all items specified in this section and provided to Tenant as documented on the Move In inspection report shall be returned to Landlord. If keys for the Property are not returned on or before the day the move out inspection is performed, Tenant agrees to pay the fee to rekey the locks which secure the Property per the fee described in Section A. If not also returned, Tenant will owe the actual cost to replace any mailbox key, pool key/fob, gate key/fob or any other devices issued by the neighborhood association related to the Property.
9. **Utilities.** Lessor shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall select and connect all utilities to be paid for by Tenant within three (3) banking days from the commencement of the Lease and shall keep these utilities on through the completion of the Move-Out Inspection. Should Tenant disconnect the utilities prior to the Move-Out Inspection, thereby interfering with Lessor's ability to perform a complete inspection, Tenant agrees to pay to Lessor the Utility Connection Fee as liquidated damages (see A. 19.E.). In the event Lessor fails to disconnect any utilities serving the Premises after completing the move in inspection and Tenant receives the benefit of such utilities paid for by Lessor, Tenant shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Lessor. In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the bill goes to and is paid directly by Tenant.
10. **Lawn and Exterior Maintenance.** The party maintaining the lawn (see A.10.) shall keep the lawn watered, mowed and edged, beds and lawn free of weeds, mulch and pine straw laid and refreshed, shrubs trimmed, trash and grass clippings picked up on a regular basis (minimum of once every two weeks in growing season and fall leaf season) and shall keep the Premises, including the yard, lot,

grounds, walkways and driveway clean and free of rubbish, trash and debris. Lessor shall be responsible for any other maintenance of the Premises as required by O.C.G.A. 44-7-13. If Lessor sends Tenant a notice regarding lawn care in writing, and Tenant fails to correct the issues cited by Lessor within 5 days of notification, Lessor may send a contractor to perform the work required and Tenant agrees to pay the resulting invoice from the contractor within eight (8) days of receipt of the invoice.

- 11. Use.** Premises shall be used for residential purposes only and shall be solely occupied by those persons listed in this Agreement (see A.10.). Premises and Property shall be used by Tenant and Tenant shall cause all occupants, guests, licensees and contractors of Tenant to use the Premises and Property in accordance with this Lease all federal, state, county, and municipal laws and ordinances. Tenant agrees any violation or noncompliance of the above resulting in fines being imposed against Lessor or Broker shall be the financial responsibility of and immediately paid by the Tenant to Lessor as Additional Rent. Tenant shall be responsible for ensuring that Tenant and members of Tenant's household and their respective invitees, licensees, contractors and guests comply with the Rules and Regulations marked below and not engage in any activity while on Property or in Premises that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event Tenant or any of the above-named parties are arrested or indicted for an unlawful activity occurring on Property and said charges are not dismissed within thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Lessor may, but shall not be obligated to, terminate this Lease upon notice to Tenant. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state or federal law, regardless of whether such activity results in later prosecution or conviction.
- 12. Deleted.**
- 13. Pets.** No pets are allowed or shall be kept in the Premises or on the Property unless a separate pet exhibit is attached to and incorporated into this Lease (see A.13.). Harboring an unauthorized or undisclosed pet or animal shall constitute a material breach of this Lease, subjecting the Tenant to eviction upon Lessor's furnishing of a notice and opportunity to cure in accordance with this Lease or Chapter 83, Florida Statutes.
- 14. Smoking.** Premises shall be a smoke free zone and smoking shall not be permitted therein unless specifically authorized in a special stipulation below. Smoking in the premises shall cause the tenancy to be subject to immediate termination, upon notice in writing by Lessor, and shall constitute a material breach for which tenant shall not be given an opportunity to cure.
- 15. Pest Control.** Tenant will be responsible for termite and rodent control, unless proven to be pre-existing. The party responsible for pest control (see A.15) all be responsible for addressing any problems with ants, cockroaches, spiders and other insects). Tenant shall be responsible for the immediate treatment of any bed bugs in the Premises by a licensed Florida pest control operator and the immediate removal of any mattresses, bedding, clothing and other similar items that may contain bed bugs or bed bug larvae.
- 16. No Subletting.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Lessor which consent may be withheld for any reason or for no reason. This Lease shall create the relationship of Lessor and Tenant between the parties hereto. Tenant is specifically prohibited from offering all or part of the Premises for short-term rental such as through AirBnB, VRBO, or other such sites or programs, regardless of any local laws that may be or have been enacted. on-line postings as well as actual rentals of the Premises to vacation or short-term guests shall constitute a material breach of this Agreement. Any person who is not a Tenant, as defined herein, who occupies any portion of the Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is NOT a guest, and such occupancy constitutes unauthorized subletting or assignment which is a substantial and material breach of this Agreement, subjecting Tenant to immediate eviction and termination of Lease without providing Tenant with an opportunity to cure.
- 17. Appliances.** Only the appliances listed in A. 17. (above) will be maintained or repaired by Lessor. Tenant acknowledges that Tenant has inspected these appliances and that the same are in good working order and repair. If any of these appliances are damaged, destroyed, or removed by the actions of Tenant, including misuse or negligence, Tenant will be responsible for all costs of repair or replacement. Any appliances left at the Property not listed in A. 17. are being left for the convenience of the tenant but these appliances will not be repaired or maintained by Lessor.
- 18. Lead-Based Paint.** For any Premises built prior to 1978, Tenant acknowledges that Tenant has received and read the Protect Your Family From Lead in Your Home, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference. Any approved painting or other alterations by Tenant that disturb lead-based paint shall be performed in accordance with the EPA's Renovate Right brochure (<http://www.epa.gov/lead/pubs/renovaterightbrochure.com>).

19. Deleted.

20. Deleted.

21. Deleted.

22. Holding Over Fee. Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the expiration or termination of this Agreement, Tenant shall pay or be liable to Lessor for double the monthly rent for the period during which Tenant refuses to surrender possession.

23. No Subletting/Fee to Prepare Lease Amendment for Change of Tenant(s). Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Lessor. This Lease shall create the relationship of Lessor and Tenant between the parties hereto. While Tenant may use and enjoy the Premises to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Premises is being transferred or conveyed by Lessor to Tenant herein. Should Lessor consent to modifying the Lease, Tenant agrees to pay Manager the Lease Amendment Fee per paragraph A.23. Tenant understands that the original move in inspection will still be used upon the termination of the modified lease to determine the amount of any damages, if applicable, to the Premises or Property.

24. Renewal Term. Either party may terminate this Lease at least 60 days prior to the Lease End Date by giving the other party the Notice Not to Renew Lease Term. Should Tenant fail to provide the required notice and then vacate the Premises upon the expiration of the Lease Term, then Tenant shall owe Landlord one month's additional rent. This Lease can be renewed or extended only by a new lease signed by both Landlord and Tenant. Otherwise, after the expiration of the Lease Term, with Landlord's consent, this Lease will automatically renew on a month-to-month basis, with all other terms and conditions of the Lease remaining in full effect, but then may be terminated at any time by Landlord or Tenant by giving a minimum of thirty (30) days written notice of termination of the Lease prior to the end of any month. Each monthly rent payment due during any month-to-month term shall include an additional rent payment of \$500.00, payable in monthly installments on the first day of each month with the monthly rental amount. If Tenant continues to occupy the Premises after the initial Lease Term, or a month-to-month rental term expires without the continued consent of Landlord, or after the serving of a thirty (30) day notice of termination by Landlord, then Tenant shall be liable for double rent as a holdover tenant. For any renewal granted, at Landlord's discretion, the rent may be increased with a thirty (30) days written notice. If neither party gives the Notice Not to Renew Lease Term, the Lease, after its natural expiration, shall continue on a month to month basis and shall be subject to termination by either Lessor or Tenant in accordance with Fla. Stat. § 83.57 and 83.59.

25. Agency and Brokerage.

A. Agency Disclosure: In this Lease, the term "Broker" shall mean a licensed Florida real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. Brokerage services shall only be performed by real estate licensees. No Broker in this transaction shall owe any duty to Tenant or Owner/Lessor greater than what is set forth under Florida law.

B. Brokerage: The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Lessor, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.

26. Material Relationship Disclosure. For the purposes of this Agreement, a material relationship shall mean any actually known personal, familial, or business relationship between the broker or the broker's affiliated licensees and a client which would impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to another client. Any such material relationship will be disclosed in paragraph A.26 above.

27. Disclosure of Ownership and Agents. At or before the commencement of a tenancy, the Lessor or an agent or other person authorized to enter into a rental agreement on behalf of the Lessor shall disclose to the tenant in writing the names and addresses of the following persons:

(1) The owner of record of the premises or a person authorized to act for and on behalf of the owner for the purposes of serving of process and receiving and receipting for demands and notice; and

(2) The person authorized to manage the premises.

These Parties are named in paragraph A.25 of this Agreement. In the event of a change in any of the names and addresses required to be contained in such statement, the Lessor shall advise each tenant of the change within 30 days after the change either in writing or by posting a notice of the change in a conspicuous place.

A. Manager: If no Manager is identified in paragraph A.25 above, the Owner shall be deemed to be self-managing the Premises. If a Manager is identified in paragraph A.24 above as the Manager hereunder, Manager is authorized to manage the Premises on behalf

of the Lessor and exercise any and all of the rights and powers granted in this Agreement to Lessor. In such event, Tenant shall communicate with Lessor through the Manager and rely on the notices and communications of Manager as having been fully authorized by Lessor. Manager shall have no rights, duties, obligations or liabilities greater than what is set forth in the Management Agreement between Owner and Manager. No Broker shall be deemed to be responsible for any aspect of managing the Property unless Broker is identified as the Manager herein.

C. OTHER TERMS AND CONDITION

1. Default.

A. Default Generally: Tenant shall be in default of this Lease upon the occurrence of any of the following:

1. Tenant fails to abide by any of the terms and conditions of this Lease.
2. Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).
3. Tenant fails to timely pay rent or other amounts owed to Lessor under this Lease.
4. Tenant fails to reimburse Lessor for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant, or members of Tenant's household, or their invitees, licensees and guests.
5. Prior to the end of the lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises without the consent of Lessor.

B. Effect of Default: If Tenant defaults under any term, condition or provision of this Lease, Lessor shall have the right to terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Lessor through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Lessor by law or in this Lease shall be cumulative and concurrent. In the event that the rent is not paid as agreed, and it becomes necessary to post a Notice to Pay Rent or Deliver Possession, Tenant agrees to pay Landlord, as additional rent, a posting fee of \$75.00. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is capable of being cured, Lessor shall give Tenant notice and a seven (7) day opportunity to cure the default.

2. Move-In Inspection. Lessor shall provide Tenant with "Move-In, Move-Out Inspection Form" attached hereto and incorporated herein by reference ("Form") itemizing any existing damages to Premises. Prior to taking occupancy, Tenant will be given the right to inspect Premises to ascertain the accuracy of the Form. Both Lessor and Tenant shall sign the Form. Tenant shall be entitled to retain a copy of the Form. Tenant acknowledges that Tenant has carefully inspected Premises and is familiar with the same.

3. Tenant's Responsibilities.

A. Repairs and Maintenance: Tenant has inspected Premises and acknowledges that it is fit for residential occupancy. Tenant shall promptly notify Lessor in writing of any dangerous condition or need for maintenance existing in Premises or on the Property. Upon receipt of written notice from Tenant, Lessor shall, within a reasonable time period thereafter, repair the following: (1) all defects in Premises or Property which create unsafe living conditions or render Premises untenable; and (2) to the extent required by state law, such other defects which, if not corrected, will leave Premises or Property in a state of disrepair. Except as provided above, Tenant agrees to maintain Premises in the neat, sanitary and clean condition free of trash and debris. All of Tenant's trash shall be kept in designated trash containers and removed from the Property at least once each week. Tenant obligation to maintain the Premises/Property includes, but not limited to, replacing any light bulbs which fail during the Lease Term and regularly changing HVAC filters. Tenant shall be responsible for any clogged plumbing within the Premises. Lessor shall be responsible for all plumbing issues between the Premises and the street or the Premises and the septic tank. Tenant shall be responsible for any damages to the Premises and/or Property caused by Tenant's abuse or neglect of the Premises/Property. Any expenses incurred by Lessor to remedy any violations of this provision shall be paid by Tenant to Lessor as additional rent within fourteen (14) days of the receipt of an invoice from Lessor. If Tenant submits a service request or repair request to Lessor, and the contractor responding to this request on behalf of Lessor determines that the item is working correctly, Tenant agrees to reimburse Lessor for the amount for the contractor's invoice. Tenant acknowledges that certain repairs such as repairs caused by storm damage or repairs to air conditioning during a summer heatwave may take days to repair depending on the market demand for particular repair persons. Tenant agrees that in the event there are hurricane or storm shutters on the premises, Tenant will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of Landlord. If Tenant is unable to perform this task for any reason, Tenant agrees to notify Landlord as soon as any storm watch or warning is placed into effect. Tenant must first receive Landlord's consent prior to making any repairs, improvements, or alterations to the Premises, which include painting, wall papering,

blind or curtain installation, or installation of a satellite dish. If such consent is provided, for any repairs, improvements, or alterations to the Premises. **THE INTEREST OF LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES. Tenant shall notify all parties performing work on the Premises at Tenant's request, that this Lease does not allow any liens to attach to Landlord's interest.**

- B. Smoke Detector(s):** Tenant acknowledges that Premises is equipped with a smoke detector(s) that is in good working order and repair. Tenant agrees to be solely responsible to check/test the smoke detector(s) every thirty (30) days, to replace the smoke detector batteries, as needed, and to notify Lessor immediately if the smoke detector(s) is not functioning properly.
- C. Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (a) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (b) leave the faucets dripping.
- D. Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Lessor any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises.
- E. Access Codes:** Lessor shall provide Tenant with all access codes to all entrance gates and security systems, if any, located on the Premises or the Property. Within three (3) business days of vacating the Premises Tenant will provide Lessor with all access that are currently in use for entrance gates and security systems located on the Premises or the Property.
- F. Premises Part of Community Association:** If the Premises or a part of the Property are subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Lessor as additional rent. Tenant and all guest and occupants must comply with any such rules and regulations. Lessor may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the Community/Building. If Tenant must be approved by a condominium or homeowners' association (collectively, "Association"), Landlord and Tenant agree that this Lease is contingent upon receiving approval from the Association. Any application fee required by an Association shall be paid by Tenant. If such approval is not obtained prior to commencement of the Lease Term, Landlord may terminate this Lease by written notice to Tenant at any time prior to approval by the Association, and if this Lease is terminated pursuant to this section, Tenant shall receive return of deposits, if made. If this Lease is not terminated, rent shall abate until the approval is obtained from the Association. Tenant agrees to use due diligence in applying for Association approval and to comply with the requirements for obtaining approval. Tenant shall pay the security deposit required by the Association, if applicable. Tenant agrees to pay all costs, expenses, fines, penalties, or damages imposed on Tenant, Landlord or property owner by reason of Tenant's failure to comply with the Association's covenants, conditions, restrictions, rules and regulations. Tenant acknowledges receipt of Association's covenants, conditions, restrictions, rules and regulations, if any. Tenant shall indemnify, defend, and hold Landlord and property owner harmless from and against any actions, claims, lawsuits, judgments, liens, fines, penalties, or other expenses, including attorneys' fees and court costs arising from Tenant's breach of the terms and conditions of this provision.

4. Assignment. Lessor shall have the right to assign this Lease to a subsequent owner of the Premises

5. Rules and Regulations.

- A.** Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of the Premises without prior written permission of Lessor which permission shall not be unreasonably withheld; provided that, Tenant provides Lessor with a key thereto and uses a type and make of lock approved by Lessor.
- B.** Motor vehicles shall only be parked on the paved portions of the Premises and the Property intended for use as parking spaces. Motor vehicles with expired or missing license plates, non-operative vehicles and vehicles which drip oil or antifreeze shall not be parked or kept on the Premises or the Property. Lessor may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. Lessor may have unauthorized vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked if it has a flat tire or other condition rendering it inoperable or is on jacks, blocks, or has wheels missing, has no current license plate or registration, takes up more than one parking space, belongs to a resident or occupant who has surrendered or abandoned the Premises, blocks another vehicle from existing, is parked in a fire lane, is parked in a space marked for other residents, is parked on the grass, sidewalks, or patio, blocks garbage trucks from access to a dumpster, belongs to a resident and is parked in a visitor space.
- C.** No waterbeds shall be used on the Premises or Property without the prior written consent of the Lessor.
- D.** Tenant shall not shower in a shower which does not have a fully operational shower curtain or shower enclosure.
- E.** No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Lessor.

- F. Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located on the Premises or Property.
 - G. Tenant shall only skateboard, skate, rollerblade or bicycle on paved portions of the Premises or Property and while wearing proper safety equipment.
 - H. Tenant shall be prohibited from improving, altering or modifying the Premises or Property (including painting and landscaping) during the term of this Agreement without the prior written consent of the Lessor. Any improvements, alterations or modifications approved by Lessor shall be deemed to be for the sole benefit of Tenant and Tenant expressly waives all rights to recover the cost or value of the same. Lessor shall have the right but not the obligation to condition the approval of requested modifications on Tenant removing the same prior to the end of the Lease Term and restoring the affected area to a condition equal to or better than it was prior to the modification. Tenant may not install any antenna, satellite dish, or cables, including TV cabling, to the Property without Lessor's prior written approval.
 - I. No window treatments currently existing on any windows shall be removed or replaced by Tenant without the prior written consent of Lessor. No sheets, blankets, towels, cardboard, newspaper or other make-shift temporary window treatments shall be used on the Premises or Property.
 - J. Other than normal household goods in quantities reasonably expected in normal household use, no goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.
 - K. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of the Premises or Property.
 - L. Tenant shall not engage in any behavior in the Premises or on the Property, including, but not limited to, yelling, screaming, playing loud music, playing the television at an excessive volume that unreasonably disturbs other tenants or neighbors in the sole, reasonable opinion of Lessor constitutes a nuisance.
 - M. All appliances, equipment and systems on or serving the Premises shall only be used in accordance with the manufacturer's operating instructions.
 - N. Tenant shall not flush down a toilet any sanitary napkins, paper towels, wet wipes, diapers or other item not intended to be disposed of in a toilet.
 - O. The Premises shall only be used for residential purposes. No trade or business uses shall be permitted except with the prior written consent of Lessor and provided that such use is permitted under applicable zoning laws.
 - P. Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.
6. **Property Loss and Property Damage Liability.** Tenant is required to maintain \$100,000.00 of property damage liability coverage for the benefit of Lessor in the event of damage caused by Tenant's abuse or neglect including, but not limited to, property damage caused by fire, smoke, explosion, water discharge or sewer backup caused by Tenant's accidental acts or omissions. Tenant's options for satisfying this requirement are set out in the Property Damage Liability Addendum attached hereto and made a part hereof. All of Tenant's personal property in or on Premises and Property shall be Tenant's sole responsibility, and all storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant shall obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events and understands that Lessor shall have no responsibility or liability for Tenant's personal property. Lessor does not maintain insurance to cover Tenant's personal property or personal injury. Lessor is not responsible to any resident, guest or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, mold, ice, snow, lightning, wind, explosions, interruption of utilities, theft, hurricane, negligence of other residents, occupants or invited/uninvited guests or vandalism. Lessor or law enforcement officers may, in their discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles Tenant or any occupant or guest owns or uses) if Tenant surrenders possession or is judicially evicted, or abandons the Premises. LESSOR IS NOT REQUIRED TO COMPLY WITH FLA. STAT. § 715.104. BY SIGNING THIS RENTAL AGREEMENT, TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE PREMISES DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT OR TENANT'S INVITEES PERSONAL PROPERTY.
7. **Disclaimer.**
- A. **General:** Tenant and Lessor acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Lessor agree that no Broker shall have any responsibility to advise Tenant and/or Lessor on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property;

mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Lessor acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Lessor acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and such tasks clearly fall outside the scope of real estate brokerage services.

B. Construction Disclaimer: Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.

C. Neighborhood Conditions: Tenant acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. It shall be Tenant's duty to become acquainted with any present or future neighborhood conditions which could affect the Premises or Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, stadiums, odor producing factories, crime, schools serving the Premises and Property, political jurisdictional maps and land use and transportation maps and plan. If Tenant is concerned about the possibility of a registered sex offender residing in a neighborhood in which Tenant is interested, Tenant should review the National Sex Offender Registry available on the US Department of Justice website <https://www.nsopw.gov/>.

D. Radon: As required by law, Lessor makes the following disclosure: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks 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 department. Lessor and its agent make no representation to Tenant about the level of radon gas, if any, in the Premises.

8. **Miscellaneous.**

A. Time of Essence: Time is of the essence of this Lease.

B. No Waiver: Any failure of Lessor to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Lessor's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Lessor for any such violation. No provision, covenant or condition of this Lease may be waived by Lessor unless such waiver is in writing and signed by Lessor.

C. Definitions: Unless otherwise specifically noted, the term "Lessor" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Lessor" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Lessor and a fully signed and executed copy thereof has been returned to the party making the offer to lease.

D. Joint and Several Obligations: The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.

E. Entire Agreement: This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.

F. Waiver of Jury Trial, Attorney's Fees, Court Costs and Costs of Collection: Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection. The right to a trial by jury in all litigation relating to this lease and the Premises is waived by Lessor and Tenant.

G. Corrections. Tenant will fully cooperate if correction or adjustment of any portion of this Lease is necessary due to any clerical errors and Tenant will approve, sign, and comply with such additional documents as are necessary to correct such errors. Any such clerical error will not void or otherwise invalidate this Lease.

H. Keys: Lessor may release keys to or open the Premises to any of the occupants listed herein (see A.10.). Tenant will be provided with at least one key to the Premises, mailbox key(if applicable), gate or garage remote FOB(s), and/or any other access device(s) for access to the building and amenities. Any of these applicable keys or devices, and the number of each, are documented on the Move-In Inspection. If the key, FOB, or other access device is lost or becomes damaged during the tenancy or is not returned or is returned damaged when Tenant moves out, Tenant will be responsible for the costs for the replacement and/or repair of the same.

I. Waiver of Homestead Rights: Tenant for himself and his family waives all exemptions or benefits under the homestead laws of Florida.

- J. Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Florida. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.
- K. Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Lessor may from time to time do things to make the Premises and Property reasonably safe, Lessor is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and door (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's household and their invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Lessor of the same immediately.
- L. Disclosure Rights:** Lessor may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.
- M. Rental Application:** Only those people indicated on Tenant's rental application are permitted to reside at the Premises, with the exception of any minor children born to, or adopted by, Tenant. If it is later discovered that the information disclosed on rental application by Tenant was incomplete or inaccurate at the time it was given, Tenant shall be in default of this Lease and Lessor may pursue any and all of Lessor's remedies regarding said default.
- N. Fair Housing Disclosure:** Lessor, Broker and Manager are committed to leasing and managing the Premises without regard to race, color, national origin, religion, handicap, familial status, sex or sexual orientation.
- O. Entire Agreement:** This lease is the entire agreement between Lessor and Tenant. Tenant shall not rely on any oral representations and this lease may not be modified, altered or superseded except by way of a writing signed by both Lessor and Tenant.
- P. Severability:** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease.
- Q. Miscellaneous:** Any dimensions and sizes provided to Tenant relating to the dwelling unit are only approximations or estimates as actual dimensions and sized may vary; Exercising one remedy wont constitute an election or waiver of other remedies; all remedies are cumulative; no employee, agent or management company is personally liable for any of Lessor's contractual, statutory, or other obligations; this Lease binds subsequent tenants and all occupants; neither an invalid clause nor omissions of initials on any page invalids this lease; Tenant affirmatively represents that tenant is not a criminal sex offender;

9. Destruction of Property.

If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Lessor or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Lessor shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's household or their invitees, licensees, or guests. Tenant and all occupants and guests must exercise due care for their own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches and other access control devices.

10. Mortgagee's Rights: Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Lessor may request to effectuate the above.

11. Additional Rules & Regulations. The premises and other areas must be kept clean and free of trash, garbage and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Tenant agrees to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with the rules and posted signs. Glass containers are prohibited in all common areas. Tenant, occupants, or their guests may not anywhere in the Premises use candles or use kerosene lamps without Lessor's prior written approval. Lessor may regulate the use of patios, balconies, and porches, the conduct of furniture movers and delivery persons and recreational activities in common areas. Tenant shall be liable to Lessor for damage caused by Tenant or any guests or occupants. Tenant agrees to notify Lessor if any occupants are convicted of any felony, or misdemeanor involving controlled substances, violence to another person or destruction of property. Tenant also agrees to notify Lessor if Tenant or any occupant registers as a sex offender in any state. Tenant and its occupants or guests may not engage in the following

activities/behavior: disturbing or threatening the rights, comfort, health, safety or convenience of others (including Lessor's agents or employees) in or near the Premises, disrupting Lessor's business operations, manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia, engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possession a gun, knife or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the Premises; storing anything in closets or the Premises having gas appliances tampering with utilities or telecommunications; or injury Lessor's reputation by making bad faith allegations against Lessor to others. Tenant agrees to communicate and conduct itself at all times in a lawful, courteous, and reasonable manner when interacting with Lessor's employees, agents, contractors, and vendors, other residents, occupants, guests or invitees, or any other person on the premises. Tenant agrees not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at Lessor its employees, independent contractors, vendors, other residents, occupants, guests or invitees, or any other person on the premises. Tenant agrees not to make, post or publish information that contains the personal information or likeness of another person, or is libelous, harassing, abusive, obscene, vulgar, sexually explicit, or is inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic Any violation of this paragraph shall be a material breach of this Lease and will entitle Lessor to terminate your Lease immediately without an opportunity to cure. In addition to the rules and regulations generally listed in this Agreement, any additional rules included in the **Additional Rules & Regulations Exhibit** attached shall also apply.

12. Indemnification by Tenant of Lessor, Broker and Manager. Tenant agrees to indemnify and hold Lessor, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Lessor, Broker and/or Manager arising out of or related to any of the following: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Lessor or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Lessor, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or home owners association fee's on the Property or not fulfilling the Owner's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.

13. Exhibits. All exhibits attached hereto listed and selected below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

- Move In/Move Out Inspection Form**
- Property Damage Liability Addendum**
- Security Deposit Lease Addendum**
- Lead Paint Exhibit**
- Addendum – Home Assistant Concierge Service**
- Pet Addendum**
- Additional Rules & Regulations**
- Other System.Ask("Insert the other addendum name")**

SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any exhibit or preceding paragraph, shall control:

1. Landlord grants Tenant a one-time credit equal to \$452.63 for the initial lease term. It is agreed that should Tenant default on the lease prior to the end of the initial lease term, Tenant will be charged the amount of the one-time credit.

Additional Special Stipulations attached.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

9a50ce43197c 6/29/2023 4:03:04 PM
Carmen Nevarez
nevarezcarmeni@gmail.com 104.28.32.192

Tenant Signature

Signature

9a50ce43197c 6/29/2023 4:21:57 PM
Miladys Sanchez
Ochunkayode121710@gmail.com 172.56.73.162

Tenant Signature

Signature

Tenant Signature

9a50ce43197c 7/2/2023 6:12:40 AM
Lydia Pisano
lpisano@excaliburhomes.com 192.168.1.85

Tenant Signature

N/A

Leasing Broker

N/A

MLS Office Code/ Brokerage Firm License Number

Lessor(by Property Manager/Agent)

Lydia Pisano

Print or Type Name

BK583161

Agent's Florida Real Estate License Number

By: **N/A**

Broker or Broker's Affiliated Licensee

Excalibur Homes, LLC
2855 Marconi Dr. #310
Alpharetta, GA 30005

Orlando Office:
7800 Southland, Suite 102
Orlando, FL 32809

N/A

Print or Type Name

EXCA01

H-19514

MLS Office Code

Brokerage Firm License Number

Broker's Phone # 678-825-1400 FAX# 678-825-1401

N/A

Broker's or Broker's Affiliated Licensee E-Mail Address

N/A

Leasing Agent's FloridaReal Estate License Number

Binding Agreement Date. The above Agreement is hereby accepted as of the date and time of the last person to sign ("Acceptance Date"). This Agreement will become binding upon the parties when notice of the acceptance of the Agreement has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received

THREE DAY NOTICE TO PAY RENT OR DELIVER POSSESSION

aw008233

DATE: March 7, 2024

TO: Miladys Sanchez 4214 Arch St Orlando FL, 32808

AND ALL OTHERS IN POSSESSION YOU ARE HEREBY NOTIFIED THAT YOU ARE INDEBTED TO US IN THE SUM OF:

\$13030.37

FOR THE RENT AND USE OF THE ABOVE REFERENCED PREMISES IN Orange COUNTY, FLORIDA, NOW OCCUPIED BY YOU AND THAT WE DEMAND PAYMENT OF SAID RENT OR THAT YOU SURRENDER POSSESSION OF THE SAID PREMISES WITHIN THREE (3) DAYS (EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS) FROM THE DATE OF DELIVERY OF THIS NOTICE:

ON OR BEFORE THE 12th DAY OF March, 2024.

IF YOU HAVE BEEN ADVERSELY AFFECTED BY THE COVID-19 EMERGENCY YOU MUST INFORM US BY THE ABOVE DATE. IF YOU DO NOT INFORM US WE WILL PRESUME YOU HAVE NOT BEEN ADVERSELY AFFECTED BY THE COVID-19 EMERGENCY.

YOUR FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN EVICTION PROCEEDINGS BEING INSTITUTED AGAINST YOU PURSUANT TO CHAPTER 83 FLORIDA STATUTES.

Invitation Homes has helped thousands of our residents find and secure financial assistance and additional support available through government and third-party agencies. The U.S. Department of Treasury has made funding available to assist households that are unable to pay rent or utilities. Visit home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program for details and an index of all emergency rental assistance. See other rental assistance options in your area on the Resources page of our website at invitationhomes.com.

Derek Hester, Derek Hester Portfolio Director for Invitation Homes Realty, LLC As agent for SFR XII NM Orlando Owner 1 LP 598 Northlake Blvd., Suite 1000 Altamonte Springs, FL 32701 Address 407-732-6947 Telephone Number

CERTIFICATE OF SERVICE

I hereby certify that on 3/7/24 a copy of the above notice was:

- personally delivered to said tenant(s)
posted on the premises described above in the absence of said tenant
mailed by regular US mail
mailed by certified US mail #

IF MAILED, THIS NOTICE INCLUDES SERVICE MAIL TIME DELIVERY PURSUANT TO FRCP 1.090.

By: [Signature] Signature

2:47 AM

RETURN OF SERVICE

Three Day Notice to Pay Rent or Deliver Possession

Case Number: N/A

IN RE:
MILADYS SANCHEZ AND ALL OTHERS IN POSSESSION



LIN2024013325

For:
Michael George F. Davis
Invitation Homes - Tampa
5310 Cypress Center Drive
Suite 105
Tampa, FL 33609

Received by Lynx Legal Services, LLC on the 5th day of March, 2024 at 12:58 pm to be served on **Miladys Sanchez And All Others In Possession, 4214 Arch Street, Orlando, FL 32808.**

I, Joshua Kennedy, do hereby affirm that on the **7th day of March, 2024 at 2:47 am, I:**

POSTED by attaching a true copy of the **Three Day Notice to Pay Rent or Deliver Possession** with the date and hour of service endorsed thereon by me, to a conspicuous place on the property of the within named person's **RESIDENCE** at the address of: **4214 Arch Street, Orlando, FL 32808.**

Additional Information pertaining to this Service:

3/7/2024 2:47 am Server knocked, no answer. Posted notice on door.

I certify that I am over the age of 18 and have no interest in the above action. I am not a party to the cause nor concerned in the event thereof. Under the penalty of perjury, I declare that I have read the foregoing proof of service, and I attest that the facts stated in it are true.

A handwritten signature in black ink, appearing to be 'JK' with a horizontal line above the 'J'.

Joshua Kennedy
Process Server

Lynx Legal Services, LLC
201 E. Pine Street
Suite 740
Orlando, FL 32801
(407) 872-0707

Our Job Serial Number: LIN-2024013325
Ref: sw006233