

IN THE COUNTY COURT OF THE NINTH  
JUDICIAL CIRCUIT IN AND FOR  
ORANGE COUNTY, FLORIDA

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

REC I/CYPRESS RIDGE LIMITED PARTNERSHIP  
PLAINTIFF,

vs

CELINES MEDINA MAYOL  
GIOVANNA MALDONADO  
RAUL MALDONADO  
WILBENLEY CIUS  
DEFENDANT(S).

\_\_\_\_\_  
**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 ORANGE 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:  
**5784 Kingsgate Drive Apt. No: 84A Orlando, FL 32839**
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 **02/01/2024**, 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 **\$1,109.79** which is now past due, and may owe additional rent by the date of a hearing. The monthly rental rate as per lease is **\$1,460.00**.
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  
REC I/CYPRESS RIDGE LIMITED PARTNERSHIP  
Law Offices of James I. Barron, III P.A.  
121 S. Orange Avenue, Suite 1500  
Orlando, FL 32801  
407-865-5621

**FLORIDA STATUTORY NOTICE**  
**TO PAY RENT OR DELIVER POSSESSION**  
**[30 DAY NOTICE IN COMPLIANCE WITH CARES ACT & FLORIDA STATUTE 83.56(3)]**

**Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under Federal Law. Learn the steps you should take now: visit [www.cfpb.gov/eviction](http://www.cfpb.gov/eviction) or call a housing counselor at 800-569-4287.**

Date of Notice: February 23, 2024

Celines Medina Mayol & all other occupants  
Name of Tenant(s)

5784 Kingsgate Drive Apt# 84A  
Street Address

Orlando, Florida 32839  
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 \$1,109.79 for rent and the use of the premises indicated above, in Orange County, Florida, now occupied by you and that the landlord demands payment of the rent or possession of the premises within thirty (30) days from the date of delivery of this notice, to wit: on or before the 24th day of March 2024.

Valerie Canning  
Agent for Landlord (Signature)

Woodhollow Apartments  
Name of Landlord


5739 Kingsgate Drive  
Street Address

Orlando, Florida 32839  
City, State, Zip

407-351-5021  
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 23rd day of February 2024 in the following manner:

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

  
\_\_\_\_\_  
Signature

**LEASE AGREEMENT**

THIS AGREEMENT is made and entered into this 1 day of June 20 23 by and between RECI/Cypress Ridge Limited Partnership, (hereinafter referred to as the Landlord), and Celines Medina Mayol, Giovanna Maldonado, Raul Maldonado, Wilbenley Cius, (hereinafter referred to as the Resident).

**Recitals**

Landlord is the owner of the property commonly known and described as Woodhollow Apartments (hereafter the Complex).

Address: 5739 Kingsgate Drive, County: Orange, State: Florida and other adjoining and nearby Properties, together with the apartment houses thereon.

In consideration of the rent to be paid by the Resident to the Landlord, and of the other covenants, agreements and conditions hereinafter set forth to be kept, performed and observed by the Resident, and the mutual covenants herein contained, the Landlord, and the Resident agree to the following.

**Terms**

A. PREMISES. The Landlord leases to the Resident Apartment

Address: 5784 Kingsgate Drive Apt A, City: Orlando, State: Florida, Zip Code: 32839

Apt. Number: 84A, Apt. Size: 2x1 of the Complex, (such leased unit to be hereinafter referred to as the Premises or Apartment), to be occupied only by the Resident and No Other person.

**Lease Holders**

Celines Medina Mayol  
Name  
Giovanna Maldonado  
Name  
Raul Maldonado  
Name  
Wilbenley Cius  
Name

**Occupants**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Name

B. LEASE PERIOD. The term of this Lease shall be for the period commencing on the 1 day of June, 20 23 and ending on the last day of May, 20 24.

C. TERMS AND CONDITIONS. Paragraphs A, B, and C, together with Paragraphs numbered 1 through 48 following, the Rules and Regulations, Community Policies and Addendums comprise the lease agreement.

[Handwritten Initials]  
Resident's Initials  
As Acknowledgment

IN WITNESS WHEREOF, the Landlord and the Resident have executed this Lease on the day and year first above written.

DocuSigned by:  
[Signature]  
Resident Signature

DocuSigned by:  
[Signature]  
Resident Signature

DocuSigned by:  
[Signature]  
Resident Signature

DocuSigned by:  
[Signature]  
Resident Signature

DocuSigned by:  
Valerie Canning  
By, Agent for Landlord Signature

1. By signing this lease: Resident agrees to the following:
  - A. **RESIDENT AGREES TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL ACTION.**
  - B. Resident agrees that any damages it may seek against Landlord or Landlord's management cannot and will not exceed the amount of rent paid by Resident to Landlord during the term of any leases.
  - C. Resident agrees to purchase its own Renter's insurance and if Resident does not purchase the Renter's insurance, Resident is fully responsible for any loss that Renter's insurance would normally cover.
  - D. Venue for any action brought on this lease or relating to the Premises shall be in a court of competent jurisdiction in Seminole County, Florida except for any action for possession, eviction or injunctive relief which actions shall be in the county in which the premises are located.
  - E. The parties to this lease shall have the full and complete right to determine that this lease shall not be renewed and the end of the term for any reason in their sole discretion. Any factor may be considered in this decision to end the lease at the end of the term, including, but not limited to, the initiation or existence of any legal proceedings by either party.
  - F. **If at any time the Resident does not meet the requirements of any restricted program, requirement or recertification, this lease will automatically be terminated and the Resident will vacate the apartment.**

2. RENT. Resident agrees to pay the Landlord the sum of \$ 0.00 on or before move in date for prorated rent due.

Resident also agrees to pay the Landlord the sum of \$ 1,487.00 per month as Rent, this total is the sum of the following:

Base Rent \$ 1,460.00, Additional Optional Fees \$ 15.00, Cable TV \$ 0.00, Washer/Dryer \$ 0.00, Pet Rent \$ 0.00, Other Options \$ 12.00 during the term of his lease.

Rental payments shall be made only

- A. By paying online using resident portal at the website provided by management.
- B. Made payable to the Landlord in U.S. funds. **Rent for each month is due and payable in advance, and must be received by the Landlord at its rental office in**

provided. Such rental deposit will not, at any time, be considered rent but it may be applied towards unpaid rent at the Landlord's option. In the event of a breach of any of the terms or conditions of this lease by the Resident, the rental deposit may be applied by the Landlord towards its damages.

**SECURITY DEPOSIT DISCLOSURE: 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 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 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.

**LOCATION OF RENTAL DEPOSIT.**

( ) Landlord has posted a surety bond with a surety company licensed to do business in the State as a surety. The bond has been posted with the County in which the property is located or with the State of Florida. Landlord will pay the Resident a 5 % five percent per year simple interest on the security deposit one time per year.

OR

(X) Rental Deposit monies are held in a separate noninterest bearing account for the benefit of the Resident with Wachovia-Wells Fargo 800 North Magnolia Ave, Orlando, Florida 32803 obtaining damages for the breach of this Lease in any appropriate legal action.

If more than one person signs this Lease as Resident, any rental deposit required to be returned to the Resident shall be deemed properly returned if it is mailed or given to any one of the persons who signs the Lease as a Resident.

4. **CONTENTS.** It is understood that the Premises are rented unfurnished, except for the range, a refrigerator and heating and air conditioning equipment, unless otherwise indicated by an attached contents inventory signed by the Landlord and the Resident.
5. **BREACH OF RENTAL AGREEMENT / DEFAULT BY RESIDENT.** If any rent required by the Lease; shall not be paid when due, or, if the Resident in any other manner fails to perform any of the terms or conditions of this Lease, including any of the provisions of the Rules and Regulations, community policies, and addendums; or, if the Resident fails to fulfill the obligations imposed upon him by law; or, if the premises leased hereunder shall be abandoned or vacated prior to the expiration of the terms of the Lease and without the Resident abiding by the terms of the early termination clause then, in any of the foregoing instances the Resident shall be deemed to have breached this Lease and the Landlord shall have all rights provided under state law as well as the right to terminate the Lease, resume possession of the premises, and recover all damages resulting from such breach. In addition to all other damages to which Landlord is entitled as set forth herein and/or as called for in State Statutes, in the event that Resident breaches this lease by failing to pay rent when due and/or is evicted for any breach of this lease and/or surrenders or abandons possession of the subject Premises prior to the natural termination date of this lease, the Resident shall be responsible to the Landlord for damages for unpaid rent, unpaid rent during any notice period required herein, late charges, attorney's fees, and/or fee paid to any collection agency, costs and other special and general damages appertaining thereto. It is hereby expressly recognized and acknowledged by Resident that no exact measure of the loss and damage which may be caused to Landlord, its successors and/or assigns, resulting from a breach by Resident of the covenants contained in this lease agreement, can be determined. For purposes of liquidation such damages, other than for damages to the subject demised premises above and beyond normal, wear and tear, NSF charges and other special damages, attorney's fees and costs, it is agreed that in the case of any breach by the Resident of the covenants contained herein the damages for arrears of rent and late charges caused shall be and are hereby fixed, liquidated and determined to be equal to the rent and late charges accruing up through the end of the month in which Resident vacates the Apartment plus an additional amount equal to rent and late charges for one additional month after the date of said breach. The Landlords, its successors and assigns are hereby given the right to recover said damages from Resident by use of any appropriate legal means. These liquidated damages are in addition to all other amounts accruing under the lease, including, without limitation, NSF check charges, utility charges and/or charges for the cost of repair and cleaning of the subject demised premises for wear and tear, damages above normal wear and tear, attorney's fees and costs, and collection expenses and costs. Retention of the rental deposit and/or termination of the Lease shall not act as a credit bureau for recordation in Resident's credit record. Any judgment obtained against the Resident shall accrue interest at the maximum lawful interest rate existing at the time such judgment is entered. In the event of a breach of this lease by the Resident resulting in his leaving the Premises, he shall not return to the Complex as a guest, visitor or otherwise. Resident further agrees not to permit any person known to have defaulted under his own rental agreement and having left the premises, to the Resident's guest or visitor without the written consent of the Landlord.

**TERMINATION OF YOUR LEASE – Failure to Pay Rent Due.** If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent re-letting doesn't release you from liability for future rent or other lease obligations.

**Your Failure to Comply with Florida Statutes, Chapter 83.52 or Material Provisions of the Lease.**

- A. If you default by materially failing to comply with Florida Statutes, Chapter 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.
- B. If you default by materially failing to comply with Florida Statutes, Chapter 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with Florida Statutes, Chapter 83.52 or material provisions of the lease, termination of your possession rights, filing of an



and peace if any of the inhabitants of the Complex. The Premises shall be occupied only by those listed on this Lease. Resident agrees not to permit any person(s) not listed on the lease to occupy the Apartment.

**8. GENERAL COVENANTS.**

- A. Resident shall comply with all applicable Federal, State, County and Municipal ordinances; laws and regulations as they pertain to this Lease and the Premises.
- B. Resident has represented by Income Certification to Landlord that the resident is a low or moderate income Resident, not a full time student unless meets a qualified exception, or is otherwise eligible to rent the demised premises under applicable law. In the event of any material misrepresentation made by the Resident with respect to the Income Certification, this Lease will be immediately terminated and the Resident consents to his immediate eviction for failure to qualify as a low or moderate income of otherwise eligible Resident. If applicable, and due upon request from Landlord, resident agrees to provide Landlord with Income Certifications, employment verifications and any other related documents reasonable required by Landlord. In the event that Resident fails to timely provide to Landlord any of these required documents, resident's failure shall be deemed a material and serious violation of this lease agreement and shall be cause for Resident's lease termination by seven (7) day notice, without opportunity to cure, pursuant to State Statutes.
- C. All terms, covenants and agreements set forth in this Lease shall be binding upon, apply to and inure to the benefit of successors and assigns of the Landlord and permitted successors in interest, if any, and the heirs of the Resident.
- D. All rights and remedies hereby created for the benefit of the Landlord are cumulative and the exercise of any one remedy shall not be taken to exclude or waive the right of the Landlord to make use of any other remedy.
- E. Neither the Landlord nor its agents have made any representation or promises with respect to the Complex, the Premises or the neighborhood, except as herein expressly set forth herein.
- F. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out notice date agreed to by the parties in writing). If a holdover occurs and you continue in possession of the Premises or any part thereof after the date contained in your move-out notice, our notice to vacate, or the move out date agreed to by the parties in writing, whichever is later, we may recover possession of the premises as provided for in State Statute. Additionally you will owe double the amount of rent due on the dwelling unit, or any part thereof, for the period during which you refuse to surrender possession of the Premises, as provided for in State Statutes.

**9. LEASE EXPIRATION AND MONTH TO MONTH.** Prior to the expiration of the original lease term, either Landlord or Resident must terminate this lease by delivering sixty (60) days prior written notice to the other. If the parties fail to timely communicate such intention, this lease shall continue on a month-to-month basis. Thereafter, Landlord or Resident may only terminate this month-to-month lease agreement by delivering prior written notice to the other only on the first day of the month proceeding the month to month lease. The rent for such month to month tenancy shall be increased by a \$ 75.00 month to month fee and the rent shall be increased to the highest market rent. All other terms and conditions of the original lease shall remain in full force and effect during this month-to-month term. Resident shall be responsible for full payment of each and every additional monthly period until such time as this month-to-month lease has been properly terminated. There shall be no proration(s) of rent for any monthly period under any circumstance. If the Resident remains in possession of the Premises on a month to month basis and fails to give a notice of termination as required by State Statutes, the Resident is liable to the Landlord for an additional one month's rent as provided in State Statutes. **Month-to-Month leases do not apply to Tax Credit, Ship Sail SRO's, Bond Properties or any other restricted government assisted program.**

**10. END OF LEASE TERM – NOTICE AND LIQUIDATED DAMAGES.** Resident must provide Manager with sixty (60) days' written notice before vacating the Apartment at the end of the Lease term ("End of Term Notice"). If Resident does not provide a full sixty (60) days' End of Term Notice before vacating the Premises at the end of the Lease Term then, in addition to paying rent through the end of the Lease term, Resident also shall be liable for liquidated damages in an amount equal to one (1) month's rent. **RECIPROCITY OF NOTICE: LANDLORD SHALL GIVE TENANT THE SAME AMOUNT OF NOTICE AS REQUIRED OF TENANT TO NON-RENEW THIS LEASE. FAILURE OF LANDLORD TO GIVE THE SAME OR MORE NOTICE SHALL RESULT IN THE LEASE CONVERTING TO A MONTH TO MONTH AGREEMENT AT THE END OF THIS RENEWAL LEASE TERM.**

**11. DELIVERY OF POSSESSION.** If the Resident shall be unable to enter into and occupy the Premises leased at the time hereinabove provided by reason that the Premises are not ready for occupancy, or by reason of the holding over of any previous Resident, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Resident therefore, but during such period that the Resident shall be unable to occupy the premises, the rental for it shall be abated. This will not act to extend the period of the lease. Resident may cancel this Lease if the Premises are not ready within 30 days of the commencement date of this lease.

**12. RIGHT OF ACCESS.** The Landlord, its employees and agents, shall have the right at all reasonable times to enter the Premises to show it to prospective Residents or purchaser, to make inspections, to perform necessary maintenance or repairs for the benefit or welfare of the Premises, or as required or permitted under state law. In case of emergency, Landlord may enter at any time to protect life and prevent damage to property. Resident may not change or add door locks without the written approval of management.

**13. ASSIGNMENT OR SUBLETTING.** The Resident agrees that he will not assign this lease or sublease the Premises, or any part of it, nor shall the Resident keep roomers or boarders therein without the Landlord's written consent. Any assignee or sub Resident must first be approved by the Landlord, and such written consent or approval by the Landlord shall in no way affect or relieve the Resident of Resident's obligation arising under this lease or the laws of the State of Florida.

**14. UTILITIES AND SALES TAX.** The Resident shall pay for all utilities and applicable sales taxes in connection with the payments under this Lease, and for any use tax or other assessment now in effect hereinafter put into effect by any appropriate governmental authority.

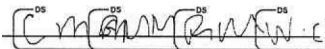
**15. RULES AND REGULATIONS.** The Resident covenants and agrees that all rules and regulations attached hereto or hereinafter adopted by the Landlord and made known to Resident, shall have the same force and effect as covenants of this Lease, and the Resident covenants that Resident, Resident's family and guests will observe all such rules and regulations.

**16. REPAIRS AND MAINTENANCE.** Resident has inspected the Premises and personal property and, by taking possession, accepts same in the condition they are now in "as is", and agrees they are suitable for the use intended. Landlord will make repairs to the interior and exterior of the building not caused by Resident's acts or omissions upon receipt of written notice from the Resident of any defective condition.

**17. DESTRUCTION OF PREMISES.** If the Premises are damaged or destroyed other than by the wrongful or negligent acts of the Resident, or any person on the Complex with the Resident's permission, so that the enjoyment of the Premises is substantially impaired, the Resident may terminate the lease and immediately vacate the Premises. In the event the Premises are only partially damaged or destroyed, the Resident, at his option, may vacate that part of it which was rendered unusable by the casualty, and his rent shall be reduced to a mutually satisfactory sum. The foregoing provision notwithstanding, in the event the Landlord should decide not to repair or rebuild the Premises or the building is so damaged or destroyed, the term hereby granted shall cease and the rent shall be paid up to the date of such injury or damage to the Premises or the mentioned building. The Resident shall not be entitled to any damages. In either event, if the damages resulted from the wrongful or negligent acts of Resident, Landlord may pursue all of its remedies against Resident provided under State law. If, in Landlord's opinion, the Premises are so damaged or destroyed other than by the wrongful or negligent acts of the Resident so as to substantially impair Resident's enjoyment of the Premises, the Leases may be terminated by either Manager or Resident in which event Resident shall vacate the Premises within seven days of receiving notice by the other party. In the event the Premises are damaged or destroyed so as to substantially impair Resident's enjoyment of the Premises due to wrongful or negligence acts of Resident. Landlord may, in addition to Landlord's other remedies under

and he shall furnish the Landlord with the license tag number of the vehicle used by him within three days after he occupies the Premises, and he shall thereafter notify the Landlord of any change within three days after such change occurs. Landlord shall have no liability for damages to any vehicle parked at Landlord's property under any circumstance.

20. **ALTERATIONS BY THE RESIDENT.** The Resident may not make any alteration or additions in or to the Premises without the written consent of the Landlord. The Resident must specifically obtain the written approval of the Landlord as to any proposed color the Resident wishes to paint the Premises if Resident is given permission to paint it. All alterations and additions to the Premises made by the Resident shall become the property of the Landlord and may not be removed by the Resident at the expiration of the Leases without the written consent of the Landlord. Residents specifically acknowledge and agree that the use of K U band, C band, digital satellite or satellite dishes, of any size or description, television, radio or citizen band antennas are strictly prohibited and may not be affixed, attached or placed in and about the exterior or interior Premises of Resident's apartment units or the common elements of Landlord's property.
21. **CONTROL OF PREMISES.** The Resident assumes control and responsibility of the Premises leased to him, and covenants that if he has reason to believe there is any defect in the Premises, he will immediately notify the Landlord in writing of the defect. In particular, but without limiting the foregoing, the Resident has inspected all locks, latches, windows and doors and agrees they are safe and acceptable.
22. **NON-LIABILITY OF LANDLORD.** Tenant agrees, on its behalf and on behalf of its successors and assigns, that any liability or obligation under this Lease shall only be enforced against Landlord's equity interest in the Premises and in no event against any other assets of the Landlord, or Landlord's officers or directors.
23. **STATUTORY AND CONTRACTUAL LIEN.** All personal property on the premises, including but not limited to furniture, chairs, desks, sofas, couches, television sets, stereos, tables and shelves are subject to a contractual lien and security interest under State Statutes to secure delinquent rent and any damages resulting from Residents breach of the Lease. Such property is further subject to the lien provided in State Statutes for accrued rent. Landlord shall have all rights provided under State Statutes. Including the right to take possession of the personal property upon Resident's breach, and also all rights under State Statutes regarding enforcement of the statutory lien.
24. **PERSONAL PROPERTY: DAMAGE/INSURANCE/FLOOD INSURANCE.** Property of any kind belonging to the Resident which shall be brought upon the Premises during the term of this lease, or any extension thereof, shall be at the complete and sole risk of the Resident, and the Landlord shall not be responsible for any loss or damage to such personal property. It is advised that the resident purchase and maintain a policy of insurance protecting the Resident and the Landlord from any loss either of them may sustain as a result of damage to, or the destruction of their respective items of personal property that are now in the Premises or which may hereafter be brought there. The mentioned policy, which shall prove coverage for the replacement values of the personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, or other causes whatsoever, whether caused by negligent acts of Landlord, its agents or servants or otherwise. Landlord's property insurance does not cover risk of loss to any of Resident's property. Also, it is advised that Resident maintain liability insurance in favor of himself and Landlord in amount of no less than \$ 25,000 per person and \$ 50,000 per incident. Such insurance should be written by a company that names Landlord as an additional insured. If any of Landlord's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages or any other service not required of Landlord under this Agreement, such employee(s) shall be deemed as agent(s) of Resident regardless of whether or not payment is made by Resident for such service. Resident agrees to hold harmless and indemnify and defend Landlord from any and all liability arising in any way whatsoever from the rendering of such service.



Resident hereby acknowledges that the Premises are in a floodplain and flood insurance is available for your personal property.

25. **PATIOS/BALCONIES.** Resident agrees only to keep patio furniture and small plants on the patios and balconies of the Premises. Resident understands and agrees that indoor furniture, personal items including, but not limited to, toys, scooters, bicycles, trash and clothing, BBQ grills and large items such as hot tubs, Jacuzzis or saunas are strictly forbidden. Resident further acknowledges that there is a weight limit for the balconies and patios and no more than 4 people may gather on the balcony or patio at any given time. Resident and Landlord agree that Landlord may regulate the use of all patios and balconies at the Premises and may demand the removal of personal items and people if in its sole opinion the items are unsightly, dangerous or exceed the allowable weight load for the balcony or patio.
26. **PETS.** Unless the Landlord is required by law to permit the Resident to have an animal his apartment, no pets shall be kept in the Premises or on the Complex without the written consent of Landlord, which consent the Landlord shall not be required to provide. If the Resident is authorized by the Landlord to have a pet, he shall, prior to bringing it into the Premises or onto the Complex, make the required increase in his security deposit. Additionally, if so authorized to have pets by the Landlord. The Resident shall comply with all rules and regulations pertaining to the keeping of pets contained in any published Rules and Regulations of the Complex.
27. **WILDLIFE.** Landlord cannot guarantee any actions to prevent wildlife from entering the Community, as wildlife naturally occurs in rural environments. Your housekeeping and living habits are an integral part of the ability to deter wildlife from entering the Community.

RESIDENT AGREES to maintain the Premises in a manner that prevents the occurrence of wildlife within the Community. In furtherance of such obligation, RESIDENT AGREES TO PERFORM THE FOLLOWING:

- Properly dispose of trash in the compactor/dumpster.
- Put household garbage out in the compactor/dumpster only on morning of pickup rather than the night before.
- Refrain from leaving trash, food items or anything else that may encourage or attract wildlife outside of your apartment home or outside of the compactor/dumpster.
- Feed pets inside or take all cat and/or dog food inside before dark every night so as not to encourage any animal to stay in the area for a free handout.
- Never attempt to hand feed or tame a wild animal.
- Clean grills and store them in a locked, secure place.
- Maintain awareness of your surroundings outside your Premises at all times.

RESIDENT FURTHER AGREES to indemnify and hold harmless Landlord and Landlord's management agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that Landlord and/or its management agents may sustain or incur as a result of Resident's failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Resident or any other person living in, occupying, or using the Premises.

28. **LEGAL MAJORITY.** The Resident acknowledges that, by the execution of this Lease, he is attesting to the fact that he is of legal majority. If the Resident is not of legal majority, this Lease must be signed by a legal guardian, who, by affixing his signature, covenants and agrees to be held liable for all the terms and conditions contained herein.
29. **ENTIRE AGREEMENT, JOINT OBLIGATION; SEVERABILITY.** The Landlord and Resident acknowledge and agree that this Lease and all Rules and Regulations and Addendums contain their entire understanding and agreement, and that all other representations, assurances and promises, if any, either oral or written, not incorporated herein, shall be void and of no force and effect. Each Resident who signs this Lease shall be jointly and severally obligated on all obligations under it, including, specifically, but without limiting the foregoing, the obligation to pay rent. This Agreement, the rental application and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding. The Resident hereby acknowledges and agrees that at no time during the course of discussions and/or negotiation leading up to and including the time of execution of this Lease did any representative, agent, or employee of the Landlord make any representation(s) engage in any discussion(s) of the Lease, or otherwise communicate with the Resident, anything that in any way whatsoever contradicts any written term and/or condition of this Lease agreement. not did the Landlord. any representative. agent and/or employee of the Landlord make any statement(s) or communication(s) or representation(s)

33. **LEAD BASED PAINT.** If the apartment you intend to rent was constructed prior to 1978, it may contain lead-based paint. You are referred to Title 15 and 42 of the United States Code for information regarding the health risks associated with exposure to lead-based paints.
34. **MOLD AND MILDEW.** Resident acknowledges that the apartment unit is located in a State which has a climate conducive to the growth of mold and mildew and that it is necessary to provide proper ventilation and dehumidification of the apartment to retard or prevent the growth of mold and mildew. Resident agrees to be responsible for property ventilating and dehumidifying the apartment and the contents to retard and prevent mold and mildew and that the Landlord shall not be responsible for damage to the Premises or the personal property contained therein for damages caused by mold and mildew under any circumstances whatsoever.
35. **CREDIT VERIFICATION.** This Lease is subject to and conditioned upon the Landlord's receipt of a favorable credit report on the Resident based upon Management Standards for renting other units in the complex.
36. **LOCK OUT FEE.** The Resident agrees that if the Landlord is required to unlock the Premises by reason of the Resident losing the key, or for any other reason, during office hours, will be done free of charge with proper resident identification. After hours lockouts will be the sole responsibility of the resident to contact a locksmith at their expense. Management will not offer lock out service for any reason after office hours.
37. **LESSEE'S CARE OF PREMISES.** Resident shall at all times during the term of this Lease: A.) Comply with all obligations imposed on Resident by the applicable provisions of the County's/City's building, housing and health codes; B.) Keep the Premises clean and sanitary and regularly remove waste and garbage from the leased Premises; C.) Not destroy, damage, impair, misuse, waste, or remove anything from the Premises or property or facilities belonging to part of the building in which it is located; D.) Conduct himself, and require all other persons on the Premises with his consent, to conduct themselves in a manner that does not disturb his neighbors, constitute a breach of the peace or violation of any law; E.) Resident agrees to make maintenance checks at monthly intervals on smoke alarms located in the Premises and to report any and all defects in writing to Landlord immediately. In the event hot water, heating, air conditioning, plumbing or other equipment shall need repair, and resident does not notify Landlord in writing of the needed repair, the landlord shall not be liable for any damage arising out of Landlord's failure to furnish such services. Resident shall maintain the Premises, including the fixtures therein, in a clean, sightly and sanitary condition. Resident shall not, without the consent of Landlord, alter, remodel or otherwise change the appearance and/or structure of the Premises, building or grounds.
38. **ATTORNEY'S FEES.** The Non-Prevailing party shall pay all reasonable attorney's fees, (including paralegal fees and all costs) incurred by Prevailing party in any litigation arising from this lease, rules and regulations, community policies and addendums.
39. **MISCELLANEOUS.** Time is of the essence for all provisions in this Lease. If any portion of this Lease, or any portion of any document incorporated into this Lease by reference, shall be deemed unenforceable by any Statute, ordinance, or court of competent jurisdiction, the remaining portion shall not be deemed affected and shall remain enforceable. This Lease shall not be recorded without the prior express written consent of the Landlord. If the Landlord's obligations hereunder and Landlord shall be released there from. Whenever the context of any provision shall require it, the singular shall be held to include the plural and the use of any gender shall include any other gender.
40. **PEST CONTROL.** We will make reasonable provisions for the extermination of rats, mice, roaches, ants, and wood destroying organisms. We will give you 24 hours' notice to perform pest control or extermination services. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions or infestation of pests and vermin in your apartment, adjacent common areas (such as Breezeways) and other common areas of the apartment community.
41. **RECYCLING.** This property conforms to all governmental environmental requirements which involve recycling material. Please contact your manager for further details.
42. **CRIME WATCH MEETINGS.** Resident acknowledges receipt of this notice that Landlord provides regular neighborhood crime watch meetings. Residents are encouraged to attend. Time and dates for said meetings may be obtained from Landlord's management office. In doing so resident agrees to the best of their ability to keep the community safe by watching the grounds whenever possible. In doing so, resident is aware that if they can give information to authorities, which leads to the arrest and conviction of person(s) damaging community property or a resident's property while on the community premises, resident may receive a financial reward.
43. **ESCALATION CLAUSE.** The Resident and management agree that the amount chargeable to the resident is based upon the State Housing Finance Corporation median income guidelines. Should the State Housing Finance Corporation revise its median income guidelines for the county, then the parties agree that the Landlord shall have the right to increase the monthly rental amount to comply with the highest allowable rate then promulgated by the State Housing Finance Corporation. Any such increase in the monthly rental amount shall only become effective after written notice, delivered via first class mail, to resident informing resident that 30-days from the date of the notice in the next rental period in which payment is due, that the leases agreement shall include such noted increase. The Resident then agrees that the base rent due and owing, listed as BASE RENT on page one of the apartment lease agreement shall be modified to reflect such change to the base rental rate.
44. **ADDITIONAL RENT.** Any and all payment required to be made by Resident under this Lease, including, but not necessarily limited to, periodic rent, application fees, transfer fees, pet deposits, pet fees, parking charges, late charges, NSF fees, attorney's fees, court costs, sales tax, security deposits, monies advanced by Landlord on behalf of the Resident, lock out fees, damages and any of the payments required of the Resident pursuant to the attachments to this Lease, if any, shall be deemed to be and shall become additional rent hereunder, whether or not the same be designated as such and shall be due and payable upon demand or together with the next succeeding installment of rent, whichever shall first occur. Landlord, at its election, shall have the right, but not the obligation, to pay or do any act which requires the expenditure of any sums of money by reason of the failure or negligence of the Resident to perform any of the provisions of this Lease, and in the event Landlord shall, at its election, pay such sums or do such acts requiring the expenditures of money, Resident agrees to pay Landlord, upon demand, all sums, and the sums so paid by Landlord shall be deemed additional rent.
45. **NUMBER OF RESIDENTS.** Resident acknowledges that participation in the Government Program also requires that Qualified Households must meet certain income limitations based upon the number of persons residing in the apartment and the Resident agrees to notify the Landlord immediately of any increases or decreases in the number of persons residing in the apartment.
46. **RESTRICTIONS.** Resident acknowledges and agrees that participation in the Government Program is limited to specific restrictions with respect to students and that qualification to remain a Qualified Household is at all times dependent upon the household meeting all student status requirements. Should the Resident fail to meet these requirements at any time, this lease will be terminated and Resident shall be required to vacate the Premises within 30 days after receiving notice that the Resident's household has been deemed an unqualified household. Resident agrees to notify the Landlord immediately of any changes in student status by any member of the household. If at any time Resident does not meet the requirements of any restricted program, requirement or recertification that this lease will automatically be terminated and the resident will vacate after the 30 day notice is received.
47. **WATER HEATER SETTINGS.** For safety reasons and energy management purposes, Landlord recommends that the temperature of the Hot Water Heater for the Unit should be set at 120 degrees. Resident(s) agree to immediately contact Landlord, via a work order, if at any time Resident(s) desire to reduce energy usage and/or reduce the temperature of the Hot Water Heater. Resident(s) shall under no circumstance undertake any efforts to adjust or in any way tamper with the Hot Water Heater.
48. **Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA):** VAWA Protections
  1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.