

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

2017-1 IH BORROWER LP

Plaintiff,

CASE NO.:

DIVISION:

-vs-

MICHAELA HIBDON AND CARLOS MACEIRA

Defendant(s). /

COMPLAINT FOR EVICTION

Plaintiff, 2017-1 IH Borrower LP, by and through the undersigned counsel, sues Defendant(s), Michaela Hibdon and Carlos Maceira, 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:
1633 Stefan Cole Ln, Apopka, FL 32703
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 \$2,241.29.
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: April 10, 2024

/s/ Matthew E. Siegel

Matthew E. Siegel

Attorney for Plaintiff/FBN 0107076

The MGFd Law Firm PA

2753 SR 580, Ste 209/Clearwater, FL 33761

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

Email: eservice@mgfdlaw.com



Exhibit A

invitationhomes

RENTAL AGREEMENT

This Residential Rental Agreement (called the "Lease") is entered into on 8/21/2022 <Today>> ("Effective Date") by and between 2017-1 IH Borrower LP <="Landlord">> and

Resident's Name: Michaela Hibdon
Primary Phone #: [REDACTED] phone>>

Resident's Name: <<LesseeName3>>
Primary Phone #: <<occphone3>>

Resident's Name: Carlos Maccira
Primary Phone #: [REDACTED] one1>>

Resident's Name: <<LesseeName4>>
Primary Phone #: <<occphone4>>

Resident's Name: <<LesseeName2>>
Primary Phone #: <<occphone2>>

Resident's Name: <<LesseeName5>>
Primary Phone #: <<occphone5>>

Resident's Name: <<LesseeName2>>
Primary Phone #: <<occphone2>>

Resident's Name: <<LesseeName5>>
Primary Phone #: <<occphone5>>

(collectively, "Resident" whether one or more).

Lease Term:

Amount:

<<09/01/2022 Dat to 08/31/2023 term1>>
 <<09/01/2023 2 to 08/31/2024 term3>>

\$ <<1,850.00 Rent_Money_Special>>
 \$ <<1,943.00 Rent_Money>>

Residence Address: 1633 Stefan Cole Ln, Apopka, FL 32703 >>>

MONTHLY RENTAL CHARGES		MOVE-IN COSTS	
Base Rent	\$ <<1,850.00 Rent_Money>>	Refundable Security Deposit	\$ <<1,850.00 Security_Deposit_Money>>
Pet Rent	\$ <<80.00 LEASEAMT_PETTR>>	Non-Refundable Pet Fee	\$ <<650.00 PetDep>>
Pool Service	\$ <<0.00 LEASEAMT_POOL>>	Initial Rent Payment	\$ <<1979.95 TotalMIIRent>>
Landscaping Service	\$ <<0.00 LEASEAMT_YARD>>	Account Set Up Fee	\$ <<50.00 HoldFeePaid>>
Smart Home	\$ <<40.00 LEASEAMT_SMT>>	Hold Fee Paid	\$ <<0.00 TotalDue>>
Amenity / Appliance Fee	\$ <<0.00 LEASEAMT_APP>>	TOTAL MOVE-IN COSTS	\$ <<4529.95 Security_Deposit_Money>>
Air Filter Service Fee	\$ <<9.95 Total_monthly_Charges>>		
TOTAL MONTHLY RENT	\$ <<1979.95 Total_monthly_Charges>>		



1. RENTAL PROPERTY. Resident agrees to rent from Landlord and Landlord agrees to rent to Resident the real property and any other improvements at the address specified on Page 1 of this Lease (collectively, the “Residence” or “Premises”).

2. OCCUPANTS. In addition to Resident, the following individuals will also reside at the Residence (“Occupants”): <<OCCUPANT LIST>>

2.1. Resident represents, warrants, and covenants that all persons who will reside at the Residence as Occupants are listed above. All Occupants eighteen (18) and older are subject to the same criminal background approval required of Residents. No one else may occupy the Residence. Persons not listed above must not stay in the Residence for more than seven (7) consecutive days without Landlord’s prior written consent, and no more than thirty (30) days in a calendar year. Any new resident or occupant will require the prior written acceptance and approval of Landlord. If an occupancy change is accepted and approved by Landlord during the Lease Term, a new lease or an amendment to this Lease shall be executed to memorialize such occupancy change as required by Landlord. All references in this Lease to “Resident Parties” shall include Resident, the Occupants, and any guests or invitees of Resident or the Occupants.

3. LEASE TERM. The term of this Lease (the “Lease Term”) shall commence on 09/01/2022 < (the “Commencement Date”) and end on 08/31/2024 < at 5:00 p.m. local time where the Residence is located. Resident shall vacate the Residence immediately upon termination of the Lease unless: (a) Landlord and Resident have extended this Lease in writing or signed a new rental agreement, or (b) a month-to-month tenancy is created pursuant to the following paragraph.

3.1. MONTH-TO-MONTH TENANCY. The Lease Term shall become month-to-month if, upon expiration of the initial Lease Term, the Lease Term has not otherwise been terminated, extended, or renewed. Landlord may increase the monthly Rent by giving Resident written notice of such increase at least thirty (30) days prior to the commencement of the rental period for which the adjustment will apply. Resident may remain in possession of the Residence and the tenancy will then be on a month-to-month basis at the increased monthly Rent rate and subject to all of the terms and conditions of this Lease until either party terminates the tenancy in accordance with this Lease and Applicable Law. The term “Applicable Law” shall mean all laws, ordinances, directives, temporary orders, and rules and regulations enacted now or hereinafter by any governmental authority with jurisdiction over the Residence.

3.2. NOTICE TO VACATE. At the expiration of the Lease Term, either party may terminate the Lease by providing at least sixty (60) days advance written notice (thirty (30) days for a month-to-month tenancy) to the other party. Rent shall be due and payable through the end of the notice period or the expiration of the Lease Term, whichever occurs later. Resident’s failure to provide the full sixty (60) days’ advance notice of intent to terminate the Lease (thirty (30) days for a month-to-month lease) will result in Resident being charged for the balance of the notice period in an amount equal to the daily pro rata rent, not to exceed two months’ rent.

3.2.1. MIAMI-DADE AND BROWARD COUNTIES. Notwithstanding anything in the foregoing to the contrary, if the Premises is located in Miami-Dade County or Broward County, either party may terminate the Lease by providing at least sixty (60) days advance written notice for a month-to-month tenancy to the other party. Resident’s failure to provide the full sixty (60) days advance notice of intent to terminate the Lease, including a month-to-month lease, will result in Resident being charged



for the balance of the notice period in an amount equal to the daily pro rata rent, not to exceed two month's rent.

4. RENT AND SECURITY DEPOSIT.

4.1. SECURITY DEPOSIT. The amount set forth on Page 1 as Security Deposit ("**Security Deposit**") shall be deposited with Landlord within two (2) calendar days of full execution of the Lease as security for Resident's payment and performance of the obligations under this Lease. In the event the Security Deposit is not paid within two (2) calendar days, Landlord shall have the right, in its sole discretion, to terminate this Lease. Subject to Applicable Law, all or any portion of the Security Deposit may be used or retained by Landlord as reasonably necessary to: (a) clean, repair, and restore the Residence and any appliances, furniture, fixtures, equipment, and other property supplied by Landlord to its condition on the Commencement Date, excepting normal wear and tear; or (b) cure Resident's default in payment of any Rent, late charges, dishonored check charges, utility charges, or other charges which may be owed by Resident pursuant to this Lease. The retention of the Security Deposit shall not limit Landlord's right to proceed against Resident for claims above the amount of the Security Deposit. The Security Deposit shall not be used by Resident in lieu of payment of Rent, Late Charges, or other amounts owed. No interest shall be paid on the Security Deposit unless required by Applicable Law. The Security Deposit shall be held in a separate non-interest bearing account at Bank of America, 18350 NW 2nd Ave, Miami, FL 33169.

4.2. RENT. "Rent" will mean the monthly Base Rent and all other monetary obligations of Resident to Landlord under the terms of this Lease. The Base Rent shall increase to \$ _____ <= beginning on _____, <<LeaseTerm2>>.

4.3. INITIAL PAYMENT. Upon Landlord's acceptance of this Lease, Resident shall pay one cashier's check, money order, or electronic payment in the amount of the Security Deposit, and prior to the Commencement Date also pay one separate cashier's check, money order, or electronic payment in the amount of the Total Move-In Costs on Page 1 of this Lease net any previously paid Security Deposit (collectively, the "Initial Payment"). If the Commencement Date is on or after the twentieth (20th) day of the month then the Initial Payment will include the prorated rent for the initial month in addition to the full month's rent for the subsequent month. If Resident's payment for any portion of the Initial Payment is dishonored for any reason, Landlord may, at Landlord's option, elect to terminate this Lease and be immediately released from all obligations upon notice to Resident of such termination.

4.4. METHOD OF PAYMENTS. The Security Deposit and all Rent shall be paid to Landlord or such other agent of Landlord as Landlord may designate by written notice to Resident. Resident shall pay Rent in advance on the 1st day of each month without demand or offset and with no grace period. Rent payments will only be accepted from Resident or as required by Applicable Law. If Landlord agrees or is required by Applicable Law to accept payment of Rent from a third party, acceptance of such payment shall not create a tenancy between Landlord and the third party. Subject to Applicable Law, monthly installments of Rent must be paid in U.S. Currency by electronic payment.

Electronic Payment: Resident shall use the online resident portal to pay Rent via electronic payment at www.invitationhomes.com, following the instructions for current residents to Pay My Rent. If Resident elects to pay online by credit card instead of ACH transfer, Landlord reserves the right to charge Resident a convenience fee or surcharge in an amount designated by Landlord, not to exceed the maximum amount permitted by Applicable Law.



4.5. LATE CHARGES. If the total Rent is not received by 5:00 p.m. on the third (3rd) day of the month, Resident agrees to pay a late charge (the “**Late Charge**”) equal to 10% of the monthly rent. Resident acknowledges that late payment of Rent will cause Landlord to incur costs and expenses, including processing, enforcement and accounting expenses, and charges imposed on Landlord, the exact amounts of which are extremely difficult and impractical to determine. Resident agrees that the Late Charge represents a fair and reasonable estimate of the costs Landlord may incur by reason of late payment. The Late Charge, which shall be considered additional Rent, does not establish a grace period; Landlord may serve a written notice of non-payment of Rent required by Applicable Law if Rent is not paid on its due date. If Landlord serves a written notice of non-payment of rent, Landlord may require that the payment called for by the notice be by money order or certified cashier’s check, in person, at the office location designated by Landlord.

4.6. NON-SUFFICIENT FUNDS. In addition to any Late Charges, Resident also agrees to pay a non-sufficient funds fee (“NSF Charge”) of \$30.00 for each check or payment that is not honored by Resident’s bank or financial institution, but not to exceed the maximum amount that may be charged pursuant to Applicable Law. In the event that any payments of Rent during the Lease Term are returned due to non-sufficient funds, Resident may be “locked out” of the online payment system and prohibited from making payment by personal check, and shall be required to make such payments, together with any and all of Resident’s outstanding balance, Late Charge, and any other amounts due to Landlord hereunder, by money order or certified cashier’s check, in person, at the office address, as designated by Landlord in connection with this Lease. Only upon personal receipt by Landlord or Landlord’s representative of such payment shall Resident be able to make subsequent payments online or by personal check, as applicable.

Notwithstanding the foregoing, if any payments of Rent are returned due to non-sufficient funds during the Lease Term, Resident acknowledges and agrees that Landlord may, in its sole discretion, upon notice to Resident require Resident to make all payments required hereunder by money order or certified cashier’s check in person at the office address, as designated by Landlord.

Any Late Charge or NSF Charge will be deemed additional Rent and must be paid with the current installment of Rent. Landlord’s acceptance of any Late Charge or NSF Charge will not constitute a waiver as to any default of Resident. Landlord’s right to collect a Late Charge or NSF Charge will not be deemed an extension of the date Rent is due or prevent Landlord from exercising any other rights and remedies under this Lease or Applicable Law.

4.7. APPLICATION OF PAYMENTS. Unless otherwise required by Applicable Law, payments received will be applied, without regard to their characterization or earmarking by Resident, as follows: (i) first to any arrears from previous month(s), (ii) then to Late Charges, legal and court costs, administrative fees, mailing costs, or any other miscellaneous charges owed, and (iii) the remainder will then be applied to the Rent for the current month.

4.8. STATUTORY 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.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

4.9. ACCOUNT SET UP FEE. A one-time nonrefundable account set up fee in the amount of \$50.00 to cover the overhead costs associated with Landlord's completion of this Lease shall be charged to Resident as additional rent and paid to Landlord with the Initial Payment.

4.10 DISCLOSURE TO CREDIT BUREAUS. Resident acknowledges that and consents to Landlord or Landlord's agent disclosing information about Resident and Resident's tenancy, including but not limited to the amount and timing of rent payments, good behavior, problematic behavior, and any debt outstanding to credit reporting agencies, which may then be used in a tenant record, credit report and credit score for the Resident and shared with other landlords and credit grantors.

5. ANIMALS. Prior to Move-In, Resident must execute the attached Animal Addendum and abide by its terms for the duration of the Lease Term. Resident shall not bring or allow any animal onto the Residence property, even temporarily, at any time without Landlord's prior written approval unless otherwise permitted by Applicable Law.

If Resident keeps a dog or cat that is not considered a service, assist, or companion animal ("Pet") at the Residence, Resident must pay additional fees related to the Pet and, if applicable and in Landlord's sole discretion, certain non-compliance fees as further described and in the amounts set forth in the Animal Addendum and consistent with Applicable Law.

Service, assist, or companion animals for the assistance of a Resident or Resident Parties with a disability shall be permitted by Landlord upon Resident's advance request, provided that Landlord may request documentation or other reasonable evidence verifying disability and a disability-related need for the animal, in compliance with Applicable Law.

6. MOVE-IN/MOVE-OUT.

6.1. MOVE-IN. Prior to the Commencement Date, Resident shall have the right to inspect the Residence, including all appliances, landscaping, fixtures, improvements, equipment, hardware, smoke detector(s) and carbon monoxide detector(s), if any, located at the Residence. Resident shall confirm (a) that the Residence and all such items are clean, in good working order, and fit for use under the Lease, and (b) that the size, number, and features of all rooms and any parking areas or garage at the Residence are approved for Resident's use. Resident must list any pre-existing defective conditions on the Move-In/Move-Out Assessment Form and return it to Landlord or Landlord's agent within 48



hours of Resident's move-in either in person, via email, or otherwise designated by Landlord. Except as noted on the Move-In/Move-Out Assessment Form, Resident accepts the Residence in the current "As-Is" condition and warrants that Resident has been given adequate opportunity to fully inspect the Residence and that Resident accepts the Residence, together with all furnishings, if applicable, as being in good condition. Only items listed in that form shall be accepted as defective, missing, or in need of remedial action. The absence of such notice shall be conclusive proof that there is no defective or hazardous equipment or conditions existing as of the start of the tenancy. Resident agrees and understands that the Move-In/Move-Out Assessment Form is not a request for repairs. Any required repairs will need to be submitted through a separate work order.

6.2. MOVE-OUT. Upon vacating the Residence, Resident shall remove all personal possessions and rubbish, steam clean all floors in the Residence, and leave the Residence in as good or better condition as the condition on the Commencement Date, excepting normal wear and tear. Upon move-out, if Resident chooses to have the carpets cleaned, such cleaning must be performed by a third-party professional carpet cleaning service reasonably acceptable to Landlord and receipt for such cleaning services must be provided to Landlord. Unless the carpet is cleaned in the manner provided herein, Landlord reserves the right to use a portion of the Security Deposit to professionally re-clean the carpets. Resident also shall return all keys and garage door openers, if applicable, and shall provide Landlord with a written statement of forwarding address. Within the time required by Applicable Law, Landlord will provide Resident an itemized written statement of any amounts deducted and the reasons for the deductions from Resident's Security Deposit, along with a check for any balance of the Security Deposit due to Resident. Landlord may deliver the written statement and balance of the Security Deposit personally to Resident, or by mailing the statement and balance of the Security Deposit to Resident at Resident's forwarding address, or if that address is unknown, at Resident's last known address. The retention of the Security Deposit shall not limit Landlord's right to proceed against Resident for claims above the amount of the Security Deposit.

6.3. Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy, or before the end of the Lease, Resident will request and coordinate with Landlord to have an inspection of the Residence take place prior to termination of the Lease; (ii) If Resident requests such an inspection, Resident will be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Lease; (iii) Any repairs or alterations made to the Residence as a result of this inspection (collectively, "Repairs") must be made at Resident's expense and only after obtaining the prior written approval of Landlord; (iv) Repairs may be performed by Resident or through others, who have adequate insurance and licenses and are approved by Landlord; (v) The work must comply with Applicable Law, including governmental permit, inspection, and approval requirements; (vi) Repairs must be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials; (vii) Landlord may request that Resident: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Resident and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination.

7. CONDITION OF RESIDENCE. Landlord makes absolutely no warranties or representations about the neighborhood or the condition of the Residence, the improvements, utilities, electrical, plumbing, or appliances. Landlord shall not be responsible for loss or damage caused by failure of any appliance (including loss of or damage to food or other perishables) in the event an appliance ceases to operate properly. Resident must satisfy himself or herself prior to move-in as to the neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons and other offenders, fire protection, other governmental services,



availability, adequacy, and cost of any wired and/or wireless internet connections, other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Resident.

8. USE. Resident shall not use or permit the Residence to be used for any purpose other than as the principal and primary residence of Resident and any Occupants. Resident agrees that, subject to Applicable Law, the Residence will not be used for operation of a business or other commercial enterprise without Landlord’s prior written consent, nor will Resident utilize the Residence for any purpose or in any manner which violates applicable state, federal, or local law or the covenants, conditions, or rules of any applicable homeowner association.

9. NOTICES. IT IS IMPORTANT TO FOLLOW THE NOTICE REQUIREMENTS. WHILE WE LIVE IN AN AGE WHERE CELL PHONES, TEXTING, AND EMAILS ARE PREVALENT, YOU WILL ALSO NEED TO FOLLOW THE NOTICE REQUIREMENTS. Any notice to Landlord or Landlord’s agent shall be in writing and delivered personally by hand, or by first class U.S. mail or express or overnight delivery to Landlord at the address below, which address is subject to change by written notice. Except as otherwise stated in this Lease, notice to Resident shall be delivered to the Residence. Notices to either Resident or Landlord or Landlord’s authorized agent under this Lease shall be deemed provided, received, or delivered to the address specified herein (a) if sent by overnight mail, courier, or other personal delivery to such address, on the date of delivery, or (b) if deposited in the U.S. Mail, three (3) days (or such other period specified by applicable laws) after the deposit of the notice in the U.S. Mail.

Landlord:
2017111 Borrower LP
598 S. Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701
407-732-6947 <<cont:State>>, <<cont:Zip>>
<<cont:phone1>>

Property Manager:
THS Property Management LP
598 S. Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701
407-732-6947 <<cont:State>>, <<cont:Zip>>
<<cont:Phone1>>

10. UTILITIES. Resident is responsible for payment of all utility charges incurred during the Lease Term unless prohibited by Applicable Law. Subject to Applicable Law, Resident shall place all utilities, including all those specified in the attached Utilities Addendum, in Resident’s name as of the Commencement Date, and shall pay all charges and related costs directly to the provider until Resident terminates such services. Resident is required to show proof of utility commencement prior to move-in. Resident’s failure to provide such evidence shall be a default under this Lease, entitling Landlord to enforce all available remedies. Utilities that require proof are electricity, gas, water, sewer, and garbage services. In the event that Applicable Law requires Landlord to pay for any utility directly, Resident acknowledges and agrees that Resident shall be obligated to reimburse Landlord for any such amounts paid by Landlord to utility providers, which reimbursement shall be payable either (a) electronically as part of Resident’s Rent payment, or (b) by cashier’s check or money order, the method being determined by Landlord in Landlord’s sole and absolute discretion in accordance with Applicable Law. If for any reason Resident fails to transfer or maintain all utilities and services in Resident’s own name, Resident agrees to reimburse Landlord the full cost of Resident’s utility usage and agrees to pay to Landlord an administrative fee in the amount of \$9.95 (“**Utility Admin Fee**”) for each utility bill received by Landlord. Resident shall not allow electricity or other utilities to be disconnected or discontinued for any reason or by any means (including nonpayment of bill) until the end of the Lease Term or renewal



period. If at any time any utility shall be turned off or discontinued due to nonpayment by Resident, Resident shall be in default under this Lease, and Landlord may, terminate Resident's occupancy of the Residence immediately and commence eviction and collection proceedings, subject to Applicable Law.

If any utilities are not separately metered or submetered, Resident shall pay Resident's proportional share, as reasonably determined and directed by Landlord in accordance with Applicable Laws. Resident shall obtain Landlord's prior written approval, which approval may be withheld in Landlord's sole and absolute discretion, prior to adding any telephone, cable, or data lines to the Residence. Resident shall cooperate with any conservation and recycling program adopted and implemented by Landlord, if any. Landlord does not represent or warrant that any utilities servicing the Residence will not be interrupted because of repairs or alterations to the Residence, fire or other casualty, acts of God, any labor controversy, or other events beyond the control of Landlord. Any such interruption shall never be deemed to be an eviction of Resident or a disturbance of Resident's use or occupancy of the Residence or render Landlord liable to Resident for damages. Notwithstanding anything contained in this Lease to the contrary, Landlord does not represent or warrant the availability of telephone service, internet service, satellite or cable television service, or any other service to the Residence, and no such services are guaranteed to be available to the Residence.

Notwithstanding anything to the contrary in this Section, Landlord may, at its option and in its sole discretion, elect to contract directly with the utility service providers providing utilities or services to the Residence, including, without limitation, water, garbage and refuse removal, sewer, natural gas, and electricity. In the event Landlord elects to contract for utilities directly with the utility or service providers, then Resident must reimburse Landlord for all charges incurred by Landlord along with the Utility Admin Fee and any set-up charges (all such charges being referred to in this Lease as the "Utility Charges") within fifteen (15) days of Landlord's request therefore accompanied by an invoice documenting such Utility Charges owed by Resident. The Utility Charges will be deemed additional "Rent" under this Lease so that Resident's failure to pay the Utility Charges when due or failure to place and continuously maintain utilities and services in Resident's name, if applicable, will constitute a default under this Lease.

11. COMPLIANCE WITH RULES AND REGULATIONS. Landlord will have the right to establish and, from time to time, change, alter, and amend, and to enforce against Resident reasonable rules and regulations as may be deemed necessary or advisable for the proper and efficient operation, maintenance, and repair of the Residence. Resident will observe and comply with all reasonable and nondiscriminatory rules and regulations governing the Residence that are posted on the Residence, attached hereto and incorporated herein by this reference, or as may from time to time be delivered to Resident (the "Rules and Regulations"). Resident and any Resident Parties will observe and comply with the Rules and Regulations and with such amendments and additional Rules and Regulations as Landlord may adopt, effective ten (10) days after Landlord gives Resident written notice thereof, or as may be required by Applicable Law. A violation of the Rules and Regulations after such notice shall be a default under this Lease.

12. PROHIBITED ACTIVITY. Resident or any Resident Party, shall not (a) engage in criminal activity on or near the Residence, including drug-related criminal activity (which includes the illegal manufacture, cultivation, sale, distribution, possession with intent to manufacture, or use of a controlled substance); (b) engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Residence; (c) permit the Residence to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest; (d) engage in growing,



producing, manufacturing, selling, using, storing, keeping, distributing, or giving marijuana or any controlled substance (legal or illegal) at or from the Residence or otherwise; (e) engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating assault, including the unlawful use or possession of firearms, on or near the Residence, or the health, safety and/or welfare of Landlord, its agents, other Residents, neighbors, or in any manner which will constitute waste or nuisance upon or about the Residence; or (f) disrupt or interfere with Landlord's business operations, or communicate with Landlord, Landlord's agents, or their employees in an unreasonable, discourteous, rude, or hostile manner. Resident agrees and authorizes Landlord to use any arrest record or police-generated reports referring to Resident as reliable direct evidence of Resident's conduct or violation of this section.

VIOLATION OF ANY OF THE PROVISIONS OF THIS SECTION, OR OF ANY FEDERAL OR APPLICABLE LAWS, SHALL BE A SERIOUS, MATERIAL, AND IRREPARABLE VIOLATION OF THIS LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.

13. MAINTENANCE.

13.1. LANDLORD'S MAINTENANCE OBLIGATIONS. Maintenance and repairs of items that significantly impact habitability of the Residence as determined by Landlord in its sole and absolute discretion, or by Applicable Law, shall be deemed "**Major Repairs.**" Landlord shall be responsible for Major Repairs, including repairs to heating or air conditioning systems, roofing, and mechanical, electrical, and defective plumbing systems.

Landlord may, at Landlord's sole discretion, hire contractors to perform maintenance or repairs at the Residence; however, no contractor shall be considered an employee of Landlord. Resident shall notify Landlord promptly if any contractor fails to perform requested maintenance or repairs. Notification to a contractor of any further maintenance or repair request does not constitute sufficient notice to Landlord, and Resident agrees to make all maintenance and repair requests directly to Landlord in writing.

13.2. RESIDENT'S MAINTENANCE OBLIGATIONS. Resident shall, at all times, use, operate, and safeguard the Residence, including any and all furnishings, improvements, equipment, hardware, appliances, landscaping, fixtures, and all mechanical, electrical, gas, and plumbing fixtures located at the Residence, and maintain, at Resident's own expense, the same in a clean and sanitary condition and perform all other maintenance obligations imposed upon Resident under this Lease. Resident shall be responsible for the performance of all maintenance and repairs that do not constitute a Major Repair and are not Landlord's obligation pursuant to Applicable Law. Resident's maintenance obligations shall include, without limitation, (a) following all maintenance recommendations of Landlord and any manufacturer recommendations for appliances, equipment, plumbing, and other fixtures and furnishings, (b) maintaining the Residence in a clean, sanitary condition, (c) keeping all drains clear and free of hair, obstructions, and any foreign matter and repair and maintenance of any related drain and sink backups or blockages, (d) promptly removing any standing water, excess moisture, or damp conditions at the Residence to prevent mold growth or other damage, (e) regularly changing and cleaning all vents, filters, and fans located in the Residence (including the appliances and heating, ventilating, and any cooling systems), (f) replacing light bulbs, (g) checking and maintaining all smoke and carbon monoxide detectors and replacing batteries as needed, (h) properly ventilating kitchen and bathrooms, (i) routine insect and pest control, (j) maintenance of exterior landscaping as set forth in the Landscaping Addendum, (k) keeping sidewalks, driveways, and garages free from dirt and oil stains, (l) power washing the Premises as needed, (m) keeping gutters clean and free from debris, and



(n) otherwise employing proper maintenance activities at the Residence in accordance with the terms of this Lease to maintain the Residence in a good condition of maintenance and repair. Resident shall immediately report to Landlord, in writing, conditions posing any problem, failure, malfunction, or damage at the Residence. Resident shall not disable or tamper with any smoke detectors or carbon monoxide detectors installed in the Residence and shall maintain all such detectors in good working order and immediately report to Landlord in writing if any detector becomes inoperable or nonfunctional. Resident shall take all reasonable and customary measures and shall comply with any emergency and temporary directives from law enforcement, to protect the Residence and Resident's personal property from damage from natural disasters (such as hurricanes, tornadoes, flooding, fires, and freezing) and shall follow any evacuation orders. The foregoing includes protecting pipes and other parts of the Residence during times of freezing temperature. Landlord may, from time to time, provide Resident with additional information or instructions regarding care of the Residence, including during times of disasters and severe weather, and Resident agrees to comply with such information or instructions.

Resident shall be responsible for any costs incurred by Landlord in inspecting the Residence and making repairs required due to Resident's failure to maintain the Residence as required under this Lease or due to damage caused by Resident's or any Resident Party's use or activities. Resident shall also be responsible for any costs incurred in inspecting or repairing damage caused by Resident's failure to promptly report needed repairs. Resident's failure to maintain any item for which Resident is responsible will give Landlord the right to hire a vendor of its choosing to perform such maintenance and charge Resident to cover the cost of such maintenance. Resident shall be obligated to reimburse Landlord for all costs incurred by Landlord in performing such repairs as additional rent.

Resident must be physically present on the day of scheduled repair work to grant access to Landlord's vendors. If Landlord is required because of the actions or inactions of Resident or any Resident Party to inspect the Residence or perform repairs, Landlord shall have the right to charge for all costs of such inspection and repairs. The minimum charge for a service call and any related inspections or repair work is \$75.00 ("**Trip Fee**") regardless of whether any inspections or repairs are required. All such charges shall be payable as additional rent. Resident will be charged a Trip Fee if repairs or service must be rescheduled due to Resident's failure to be present or grant access on the scheduled date. Routine repairs and maintenance that may be necessary at the Residence shall not excuse Resident from the timely payment of Rent.

14. ALTERATIONS. Other than as specifically outlined herein, Resident will not make any alterations, modifications, or improvements in or about the Residence (collectively referred to as "**Alterations**") without the prior written consent of Landlord. Such Alterations include, but are not limited to: painting, wallpapering, finishing, coating, replacing, modifying, sampling, testing, analyzing, or evaluating any interior or exterior building materials or adding or changing locks at the Residence. In addition, Resident shall not install any fixtures in the exterior of the Residence (including above-ground pools), display any signs or exterior lights on the Residence (except temporary seasonal decorations), and no awnings or other projections shall be attached to the outside of the Residence without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Resident shall be required to obtain all necessary permits required by Applicable Law before commencing work on a Landlord-approved Alteration. Any work performed on the Residence, whether by Resident or other parties, shall be considered an independent contractor or agent of Resident and not an employee or agent of Landlord. Resident further warrants that Resident will be responsible for any damage or injury resulting from such work and will defend, indemnify, and hold harmless Landlord and Landlord's agents for, from, and against all claims, losses, and damages,



including mechanic's and other liens. Prior to commencing any Alterations, Resident shall provide Landlord with thirty (30) days' notice to allow Landlord to post any notices of non-responsibility or such other notices permitted by Applicable Law. At Landlord's sole and absolute discretion, any permitted Alterations of the Residence shall be removed by Resident at Resident's sole cost and expense and the Residence restored to its original condition prior to the end of the tenancy unless Landlord gives Resident written notice that all or any designated portion of said Alterations shall remain in the Residence, in which event all improvements to the Residence shall be the property of Landlord and shall remain attached to and be a part of the Residence when Resident vacates, subject to Applicable Law.

15. PEST CONTROL. Resident agrees to take all reasonable steps to maintain the cleanliness and proper housekeeping of the Residence, including, without limitation, ensuring the conditions at the Residence are not conducive to the presence, proliferation, or infestation of insects, bed bugs, rodents, or other pests. Resident is responsible for keeping the Residence clean and free of all pests and, at its sole cost and expense, shall be responsible for all pest control.

Resident agrees that, upon notification or reasonable belief of a pest infestation, Landlord and its agents shall have access at reasonable times, subject to the notice requirements under this Lease and Applicable Law, to inspect the Residence and Resident's furnishings, clothing, possessions, and any other personal property present in the Residence. Resident and any Resident Parties shall cooperate and not interfere with inspections or pest control treatments. Subject to Applicable Law, Landlord shall have no responsibility for any damage or injury to Resident or any other person or property at the Residence as a result of pests or any pest control treatment.

Landlord shall arrange for treatment of the Residence at no cost to Resident if a pest infestation is reported to Landlord in writing within thirty (30) days of the Commencement Date. Resident hereby accepts and assumes all responsibility for all pest control thereafter, subject to Applicable Law. Any pests, including insects and rodents, not reported to Landlord in writing within the first thirty (30) days will be presumed to have entered the Residence after the start of Resident's residency.

16. ALARM SYSTEMS. Resident may arrange for the installation of an alarm system (the "**Alarm System**") at the Residence, subject to the following: (a) Resident shall engage a reputable, licensed and bonded security company for the installation of the Alarm System and for the provision of the resulting security service; (b) Resident shall be solely responsible for the full cost of the Alarm System, including all installation, service, permit costs, and maintenance fees; (c) Resident shall reimburse Landlord, immediately upon demand, for any amounts expended by Landlord in connection with Resident's default under Resident's agreement with its Alarm System provider, provided however that Landlord shall not be a party to any such agreement and shall bear absolutely no liability thereunder; and (d) upon the expiration or earlier termination of this Lease, Resident shall cause all components of any Alarm System to be removed, shall cancel the service, and shall restore the Residence to at least as good a condition as prior to the installation of the Alarm System.

17. STORAGE. Resident must store only personal property Resident owns and must not store property claimed by another or in which another has any right, title, or interest. Resident must not store any flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances. Basements are known to be prone to flooding and moisture; Resident is advised not to store any personal belongings in the basement.

18. DEFAULT. Resident will be in default under this Lease if Resident (i) fails to pay Rent or other



charges when due, and if the failure to pay Rent continues for three (3) days (not counting Saturday, Sunday, and court-observed legal holidays) after delivery of written notice to Resident of such default in the manner required by Applicable Law; or (ii) if Resident fails to perform any other obligation or duty of Resident under Florida Statutes §83.52 or this Lease and its Addenda (other than failure to pay Rent when due), and the non-compliance is of a nature that Resident should not be given an opportunity to cure, Landlord may terminate the lease by delivering written notice specifying the nature of the non-compliance and termination of the lease. If Resident defaults by materially failing to perform any other obligation or duty of Resident under Florida Statutes §83.52 or this Lease and its Addenda (other than failure to pay Rent when due), and the non-compliance is of a nature that Resident should be given an opportunity to cure, Landlord may deliver a written notice to Resident specifying the nature of the non-compliance and notifying Resident that unless the non-compliance is corrected within seven (7) days of delivery of the notice, Landlord may terminate the lease. If Resident fails to correct the violation within seven (7) days of receiving such notice or if Resident repeats same conduct or conduct of a similar nature within a twelve (12) month period, Landlord may terminate the lease without giving Resident any further opportunity to cure the non-compliance as provided above. Any such failure to pay Rent or failure to comply with Florida Statutes §83.52 or the Lease as set forth herein shall constitute a material default of this lease (an "Event of Default"). In no event shall a cure period be given for any material and irreparable defaults. Any notice required to be given for Resident to be in default hereunder will not be deemed to be in addition to any statutorily required notice if the notice given hereunder otherwise complies with the terms of the applicable statute. Resident understands and agrees that each of the obligations imposed by this Lease shall be regarded as material in nature, and violation of any such obligation shall entitle Landlord to exercise those remedies provided by Applicable Law, this Lease, or in any separate agreement between Landlord and Resident whether such document is incorporated herein or not.

18.1. Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of the Lease by failing to pay Rent on time.

18.2. Resident's obligation to pay rent during the Lease Term or any renewal term will not be waived, released or terminated by the service of a three-day notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgment for possession, or any other act resulting in termination of Resident's right of possession.

19. REMEDIES. After the occurrence of an Event of Default, Landlord will have the right to the following remedies. These remedies are not exclusive; they are cumulative and in addition to any remedies allowed by Applicable Law or in equity.

19.1. The immediate option to terminate this Lease and all rights of Resident hereunder by giving Resident written notice of such intention to terminate, in which event Landlord may recover from Resident all of the following: (i) any unpaid Rent which had been earned at the time of such termination; plus (ii) the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Resident proves reasonably could have been avoided; plus (iii) the amount by which the unpaid Rent for the balance of the term exceeds the amount of such rental loss that Resident proves reasonably could be avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Resident's failure to perform his or her obligations under this Lease, including, but not limited to: brokers' commissions; the costs of refurbishment, alterations, renovation, and repair of the Residence reasonably incurred for the sole purpose of reletting the Residence; and removal (including the repair of any damage caused by such



removal) and storage (or disposal) of Resident's personal property, equipment, fixtures, alterations, and any other items which Resident is required under this Lease to remove but does not remove; plus (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted by Applicable Law; plus (vi) the amount of any concessions provided to Resident by Landlord in connection with this Lease at the time the parties entered into this Lease and/or at the time of Resident moving into the Residence.

19.2. Landlord, at any time after Resident commits a default, may cure the default at Resident's cost. If Landlord, at any time, by reason of Resident's failure to cure a default within the required timeframe, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Resident to Landlord and shall bear interest from the date the sum is paid by Landlord until Landlord is reimbursed by Resident, at the lesser of (a) ten percent (10%) per annum or (b) the maximum rate permitted by Applicable Law. The sum, together with interest, shall be considered additional Rent and paid along with the monthly Rent.

20. ABANDONMENT. Formal written notice, with provision for timely Rent payment, is required if there will be an intended absence by Resident. Landlord or law officers may, at Landlord's discretion, remove, dispose, and/or store all personal property remaining in the Residence or in common areas (including any vehicles) if Resident surrenders possession of the Residence, is judicially evicted from the Residence or abandons the Residence. **THE LANDLORD IS NOT REQUIRED TO COMPLY WITH SECTION 715.104. BY SIGNING THIS RENTAL AGREEMENT, THE RESIDENT AGREES THAT UPON SURRENDER, ABANDONMENT OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING RESIDENT, AS DEFINED AND PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE RESIDENT'S PERSONAL PROPERTY.** Pursuant to Florida Statutes Section 83.59(3)(c), in the absence of actual knowledge of abandonment, it shall be presumed that Resident has abandoned the Residence if he or she is absent from the Residence for a period of at least fifteen (15) consecutive days without having provided Landlord with notice of intended absence and the rent is not current, or, in the event the last remaining tenant of a dwelling unit is deceased, personal property remains on the Residence, rent is unpaid, at least 60 days have elapsed following the date of death, and Landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative.

21. OTHER TERMINATION. This Lease may be subject to immediate termination for certain acts as provided by Applicable Law, including any act that jeopardizes the health, safety, or welfare of Landlord, any agent or employee of Landlord, or another Resident, or which involves imminent or actual severe personal injury or property damage.

22. TENANT ESTOPPEL CERTIFICATES. Upon Landlord's request, Resident shall execute and return a tenant estoppel certificate delivered to Resident within five (5) days after its receipt. Failure to comply with this requirement shall be deemed Resident's acknowledgment that the certificate is true and correct and may be relied upon by a lender or purchaser.

23. ASSIGNMENT AND SUBLETTING. Resident may not assign this Lease voluntarily or involuntarily nor sublet the whole or any portion of the Residence, which includes short-term rentals, without the prior written consent of Landlord. The failure to obtain such prior consent shall be deemed a material breach of this Lease. Subject to Applicable Law, any action or inaction or acceptance of any Rent or knowledge on the part of Landlord of the presence of a person other than Resident shall not be deemed to be a waiver of the requirement that Landlord's prior written consent must be obtained, nor



shall it constitute a consent of any person as a “sub-tenant”, approved occupant, or new tenant. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Resident to amend this Lease. Landlord's consent to any one assignment, transfer, or sublease shall not be construed as consent to any subsequent assignment, transfer, or sublease and shall not release Resident of Resident's obligations under this Lease. Landlord may assign this Lease at Landlord's sole and absolute discretion. Should Landlord sell, exchange, or assign this Lease or the Residence, as applicable (other than a conditional assignment as security for a loan), then Landlord, as transferor, will be relieved of all obligations on the part of Landlord accruing under this Lease from and after the date of such transfer.

24. ACCESS. Subject to Applicable Law, Resident shall allow Landlord and any agent or contractor of Landlord access to the Residence, at all reasonable times, for any lawful purpose, including but not limited to, to inspect the Residence, make necessary or requested repairs, perform routine maintenance, make alterations or improvements, or to show the Residence to prospective residents, purchasers, or mortgagees or to any other person having a legitimate interest therein. If practicable, Landlord shall give Resident reasonable notice prior to entering the Residence for routine situations requiring access. Landlord and Resident agree that 24-hour written notice will be reasonable and sufficient notice. No notice is required: (i) to enter in case of an emergency when immediate action is necessary in the opinion of Landlord or Landlord's agent for the protection of Resident or the Residence; (ii) if Resident is present and consents at the time of entry; or (iii) if Resident has abandoned or surrendered the Residence. No written notice is required if Landlord and Resident orally agree to an entry for agreed services or repairs. Resident's failure or refusal to grant Landlord (or Landlord's representatives) access to the Residence as provided in this Section will be a default by Resident under this Lease. Written notice under this section may be provided by email, U.S. Mail, personal delivery, or by posting on, near, or under an entry door. Resident authorizes Landlord to place for sale or lease signs on the Residence without notice.

25. LIABILITY. To the full extent permitted by Applicable Law, (a) Landlord and Resident agree that Landlord will not be liable for any damages, injuries, or losses to any person or property related to or caused by any defective condition of the Residence, other residents or persons, theft, burglary, vandalism, or other crimes; (b) Landlord shall have no duty to furnish alarms of any kind, security guards, or additional locks, and latches and Resident shall not make any changes or additions to the existing locks for any reason without Landlord's prior written consent; and (c) Resident shall indemnify and hold Landlord and Landlord's agents, employees, lenders, and affiliates harmless from and against any and all claims, liabilities, damages, injuries, costs, or expenses that arise from or are related to Resident's or any Resident Party's use or occupancy of the Residence except to the extent solely caused by the intentional neglect or willful misconduct of Landlord, its agents, contractors, or employees.

Landlord's liability under this Lease will be limited to Landlord's unencumbered interest in the Residence. Neither Landlord nor any of its partners, members, officers, directors, agents, employees, shareholders, successors, assigns, or pledges, including without limitation, any management company or the individual signing this Lease on Landlord's behalf, will in any way be personally liable under this Lease.

26. POSSESSION. If Landlord is unable to deliver possession of the Residence within seven (7) days of the Commencement Date stated above, then this Lease may be terminated at Landlord's option and all funds received from Resident will be returned. Resident agrees to release and hold Landlord



and its agents and representatives harmless from any further obligation and/or consequential damages related to any delay or inability to deliver possession of the Residence.

27. SEVERABILITY. In the event any term or provision of this Lease shall be invalid or unenforceable under Applicable Law, the remaining provisions shall continue to be valid and shall remain binding. In like manner, any obligations of either Landlord or Landlord's agent or of Resident which may become required by Applicable Law during the term of this Lease shall be binding as if included herein. All rights granted to Landlord or Landlord's agent by Resident shall be cumulative and in addition to any existing law and any new law which might become effective. Any exercise, or failure to exercise, by Landlord or Landlord's agent of any right shall not act as a waiver of any other rights.

28. JOINT AND SEVERAL LIABILITY. Each Resident signing this Lease is individually and jointly and severally liable for the full and complete performance of all obligations of Resident under this Lease, jointly with every other Resident, and individually, whether or not such Resident continues in possession.

29. RESIDENT'S WARRANTIES. Resident represents and warrants that all statements and information in Resident's rental application are true and accurate as of the date hereof. If any information or representation provided by Resident in the rental application is false, incorrect, or misleading, then Resident shall be deemed to have committed a material default under this Lease that Resident shall not be provided an opportunity to cure, and Resident shall be subject to eviction, damages and other remedies to Landlord as provided in this Lease and Applicable Law. Resident represents and warrants that Resident (a) shall comply with all requirements, obligations and conditions of any senior interest holder such as Landlord's lenders; (b) shall not disturb, annoy, or endanger other neighbors or use the Residence for unlawful purposes; (c) shall comply with all Applicable Laws.

30. NO SMOKING. No smoking of any substance (including but not limited to tobacco, marijuana, or e-cigarettes) is allowed inside the home or on any portion of the Residence. If smoking does occur at the Residence, (a) Resident shall be in breach of this Lease; (b) Resident shall be responsible for all damage caused by the smoking, including stains, burns, odors, and removal of debris; (c) Resident, guests, and all others may be required to leave the Residence; and (d) Resident acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire home regardless of when these items were last cleaned, replaced, or repainted and such replacement, repainting, and cleaning will be performed at Resident's sole cost and expense.

31. FIRE SPRINKLERS. If the Residence contains fire sprinklers, Resident shall notify Landlord in writing if the sprinklers are not working properly or are missing any parts. Resident shall not place hangers or any other items on the fire sprinklers.

32. HOMEOWNER ASSOCIATIONS AND MUNICIPALITIES. Resident agrees to comply with all applicable declarations, covenants, conditions and restrictions, rules, regulations, and other lawful directives ("**HOA Governing Documents**") of any homeowner association ("**HOA**") to which the Residence is subject. Resident will cooperate with Landlord in performing all acts necessary to comply with the HOA Governing Documents or other Applicable Laws. Resident hereby represents and warrants to Landlord that Resident (a) has reviewed and will comply with all applicable HOA Governing Documents and other instruments of record; (b) shall provide prompt written notice to Landlord if it receives any notice of violation of any HOA Governing Documents or other Applicable



Law; (c) shall reimburse Landlord for any fines or charges imposed by any HOA or municipality as a result of Resident's violation or failure to comply with any applicable HOA Governing Documents or other Applicable Law. Any such fines or charges shall be considered additional rent and paid with Resident's next monthly Rent payment. Resident agrees that in the event that Resident fails to comply with any provision of any applicable HOA Governing Documents or other Applicable Law within five (5) days following notice from Landlord of such failure to comply, Landlord shall have the right, but not the obligation, to access any non-secured areas of the Residence to effect compliance, and upon such action by Landlord, Resident shall pay to Landlord the cost of such compliance as additional Rent with Resident's next monthly Rent payment. In Landlord's sole discretion and upon demand by Landlord, Resident shall also pay to Landlord as additional rent an administrative fee in the amount of \$35.00 for each violation, charge, or fine assessed due to Resident's failure to comply with any HOA Governing Documents or Applicable Law ("**HOA Admin Fee**").

The Residence may be located within a community that includes common areas, resident amenities or facilities, and/or recreational facilities (collectively, "Amenities"). Resident's use of any Amenities is a privilege and license granted by Landlord, and not a contractual right except as otherwise provided for in this Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of this Lease and any HOA Governing Documents. Resident expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's and any Resident Parties' use of the Amenities. Resident shall hold Landlord harmless and release and waive any and all Claims that Resident may have against Landlord and that are in any way related to or arise from the use of any Amenities. Resident shall indemnify and hold Landlord and Landlord's agents, employees, lenders, and affiliates harmless from and against any and all claims, liabilities, damages, injuries, costs, or expenses that arise from or are related to Resident's or any Resident Party's use of any Amenities.

33. DAYS. Except where stated otherwise in this Lease, all references to days in this Lease shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m. local time where the Residence is located.

34. SUBORDINATION/MORTGAGEE PROTECTION. This Lease is and shall be subordinate to any mortgages or encumbrances that are now or may hereafter be placed upon the Residence and to any advances to be made thereunder and all renewals, replacements, and extensions thereof. Resident shall not cause or permit anything to be done that violates any mortgage on the Residence. Resident agrees to sign any document reasonably requested by Landlord's lender in connection with a mortgage on the Residence, including a Subordination, Non-Disturbance and Attornment Agreement in a form satisfactory to Landlord's lender.

35. FORCE MAJEURE. Any delay or failure in the performance by Landlord hereunder shall be excused if and to the extent caused by the occurrence of any event that is beyond Landlord's control, such as fires, floods, earthquakes, wars, sabotage, terrorism, vandalism, governmental acts, injunctions, or labor strikes, acts of God, and any other occurrences that are unavoidable or unpreventable despite reasonable efforts to prevent, avoid, delay, or mitigate the effects thereof.

36. DAMAGE TO THE RESIDENCE. If, through no fault of Resident, the Residence is completely or partially damaged or destroyed by fire, earthquake, flood, accident, or other casualty that renders the Residence totally or partially uninhabitable, as determined by Landlord, either Landlord or Resident may terminate this Lease by giving the other written notice. Rent will be abated as of the date the Residence become totally or partially uninhabitable. The abated amount will be the current monthly



Rent prorated on a 30-day period. If this Lease is not terminated, Landlord shall promptly repair the damage, and monthly Rent shall be reduced based on the extent to which the damage interferes with Resident's reasonable use of the Residence. If damages are caused by Resident or any Resident Party, Resident shall be responsible for all costs and expenses of repairing such damages, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

37. LEAD-BASED PAINT. The Residence may have been constructed prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention. In accordance with federal law, Landlord has provided, and Resident acknowledges receipt of, the disclosures on the attached lead-based paint disclosure form. The most current version of the "Protect Your Family From Lead In Your Home" pamphlet provided by EPA can be obtained at any time by accessing the resident portal and/or from the EPA's website at <http://www2.epa.gov/lead/protect-your-family-lead-your-home>.

38. ASBESTOS. Asbestos is a generic term used to describe a group of naturally occurring, fibrous minerals. These minerals occur as bundles of strong, flexible fibers that are chemically inert, do not burn, and have good insulating properties. Because of these properties, it was commonly used before 1983 for insulation, fireproofing, and a wide variety of other building materials commonly referred to as asbestos-containing materials ("ACM"). Landlord has no knowledge that the Residence contains asbestos or ACM. In the event the Residence contains asbestos, disturbance or damage to certain interior surfaces may increase the potential exposure to this substance. Resident, occupants, and their guests must not take or permit any action which in any way damages or disturbs the ceiling in the Residence or alters or disturbs the heating and ventilation system serving the Residence, including without limitation, any ducting connected thereto. Resident must notify Landlord and its agents immediately in writing of any damage to or deterioration of the ceiling in the Residence or any portion thereof, including without limitation flaking, loose, cracking, hanging, or dislodged material, water leaks, or stains in the ceiling. There are both federal and state resources that can provide further information on asbestos and ACM. The U.S. EPA provides numerous details and references: <http://www2.epa.gov/asbestos>.

39. RADON GAS. By execution of this Lease, Resident acknowledges receipt and having read the following disclosure and notice concerning radon gas pursuant to Florida Statute §404.056(5). "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 gas and radon testing may be obtained from your county health department."

40. SATELLITE DISHES. If Resident provides Landlord with prior written notice, Resident may install one dish on the Residence, provided it does not exceed one (1) meter (3.3 feet) in diameter. Resident's installation must comply with reasonable safety standards and may not interfere with any cable, telephone, or electrical systems within or serving the Residence. Installation must be done by a qualified person, or company and the satellite dish cannot be installed or affixed to the roof of the Residence. Resident will have the sole responsibility for maintaining any satellite dish or antenna and all related equipment. Resident must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Residence to its condition prior to the installation of any satellite dish or related equipment. Resident agrees to indemnify, defend, protect, and hold

harmless Landlord and Landlord's agents for, from, and against any liability, costs (including reasonable attorney's fees), or claims for personal injuries or property damage caused by or related to Resident's installation of a satellite dish. If Resident installs a satellite dish or antenna prior to satisfying the conditions set forth above, then Resident shall be deemed in default under the Lease.

41. MILITARY SERVICE TERMINATION RIGHT. In the event that Resident is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and receives permanent change of station orders to depart from the area where the Residence is located (which for purposes of this Section means an area in excess of thirty-five (35) miles from the Residence), or is ordered into military housing, then in any of these events, or as otherwise allowed by Applicable Law, Resident may terminate this Lease upon giving not less than thirty (30) days' written notice to Landlord. Resident must also provide to Landlord a copy of the official orders or a letter signed by Resident's commanding officer, reflecting the change, which entitles Resident to the right to terminate this Lease early under this Section.

42. NO ENCUMBRANCES PERMITTED. Resident has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Resident, operation of law, or otherwise, to attach to or be placed upon the Residence. Landlord will have the right to post and keep posted on the Residence any notice which it deems necessary for protection from such liens. Resident covenants and agrees not to suffer or permit any mechanic's lien, municipal lien, or other lien to be placed or recorded against the Residence, and, in case of any such lien attaching or notice of any lien, Resident covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Lease, if any such lien is not released and removed on or before the date notice of such lien is delivered by Landlord to Resident, Resident will be deemed in default hereunder and Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs, and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien will be deemed Rent under this Lease and will immediately be due and payable by Resident.

43. THIRD PARTY DISCLOSURE. Unless required by law, Landlord shall not be obligated to provide any party with information with respect to this Lease or the Residence other than the undersigned Resident or such Resident's permitted assignee or sublessee pursuant to this Lease. Landlord may, at its discretion, provide information regarding this Lease to law enforcement or any government agency.

44. WAIVER. No failure of Landlord to enforce any term of this Lease will be deemed a waiver of that term or of any other provision of this Lease, nor will any acceptance of a partial payment of Rent be deemed a waiver of Landlord's right to the full amount of Rent owed. Landlord's not enforcing or belatedly enforcing written notice requirements, rental due dates, liens, or other rights shall not be considered a waiver under any circumstances. Landlord's representatives (including personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose any obligations on Landlord unless in writing.

45. CONSENT. Except as otherwise stated in this Lease, in all instances where Landlord's permission, consent or approval is required hereby, or where Landlord is entitled to use its discretion or exercise its judgment, Landlord shall be entitled to grant or withhold such consent, or approval, and to exercise its discretion, in Landlord's sole, absolute, and unfettered discretion.

46. TIME OF THE ESSENCE. Resident acknowledges and agrees that time is of the essence in all provisions of this Lease and all addenda hereto.

47. GUARANTY. If Resident is approved for occupancy of the Residence on condition of securing a guarantor for Resident's obligations under this Lease, Resident shall cause such guarantor to execute a separate guaranty agreement under which guarantor will guarantee the obligations of Resident for the Lease Term. Resident acknowledges and agrees that, if a guarantor is required, this Lease shall not be effective until Landlord has received a signed lease guaranty and has approved the guarantor thereunder.

48. ATTORNEYS' FEES. In any legal action brought by either party to enforce the terms of this Lease, the prevailing party is entitled costs incurred in connection with such action, including reasonable attorneys' fees, expenses, and other costs of collection; provided, however, that such amount shall not exceed Five Hundred Dollars (\$500).

49. WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, Resident and Landlord agree that a trial of any lawsuit based on statute, common law, or related to this Lease shall be to a judge and not a jury, and Resident hereby waives any right to a jury trial in any such litigation, case or cause of action arising between the parties under this Lease and Resident's tenancy at the Residence.

50. INTERPRETATION. The terms "includes" or "including" shall be construed as if followed by the words "without limitation."

51. ADDITIONAL TERMS. Landlord and Resident agree and warrant that there are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties that are not also in this Lease.

52. COMPLETE AGREEMENT. This Lease and all attachments and addenda represent the entire agreement between the parties. No amendment to or modification of this Lease or any attachment or addenda hereto shall be valid unless written and executed by Landlord and Resident. Landlord and Resident agree that the transaction contemplated by this Lease or any related transaction between the parties may be conducted by electronic/digital signatures in accordance with the Uniform Electronic Transactions Act. Notwithstanding the foregoing, Resident may at any time request a physical (non-electronic) copy of this Lease.

53. AGENCY AND LICENSEE DISCLOSURE. Resident agrees and understands that Invitation Homes Realty LLC dba Invitation Homes is an affiliated entity of Landlord and any licensed real estate brokers or sales persons of Invitation Homes are not acting as Resident's agent in this transaction and are acting exclusively for Landlord's own benefit. Resident agrees to hold Landlord and Invitation Homes free from all liability regarding the Residence and transaction arising from any claim of agency.



54. ATTACHMENTS AND ADDENDA TO THE LEASE. Resident certifies that he/she has received a copy of this Lease and the following attachments and addenda, and understands that these attachments and addenda are incorporated into and form a part of this Lease:

1. Rules and Regulations
2. Utilities Addendum
3. Lead-Based Paint and/or Lead-Based Hazards Disclosure
4. Bed Bug Addendum
5. Mold Addendum
6. Insurance Addendum
7. Landscape Maintenance Addendum
8. Lease Buy-Out Addendum
9. Air Filter Service Addendum
10. Smart Home Addendum
11. Animal Addendum
12. Swimming Pool Addendum *(if applicable)*
13. Rent Concession Addendum *(if applicable)*

The undersigned Residents further acknowledge receipt of the “**Protect Your Family From Lead In Your Home**” booklet provided by the USEPA and available on the EPA’s website at:

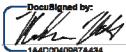
https://www.epa.gov/sites/production/files/2017-06/documents/pyf_color_landscape_format_2017_508.pdf.

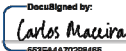
THIS IS A LEGALLY BINDING CONTRACT. RESIDENT ACKNOWLEDGES THAT RESIDENT HAS HAD AN ADEQUATE OPPORTUNITY TO READ AND STUDY THIS LEASE AND TO CONSULT WITH LEGAL COUNSEL IF RESIDENT HAS SO DESIRED.

[Signatures on Following Page]



RESIDENT:

Signature: 
Name: Michaela Hibdon <<<TenFirstLast>>

Signature: 
Name: Carlos Maceira <<<<LesseeName1>>

Signature: _____
Name: _____ <<<<LesseeName2>>

Signature: _____
Name: _____ <<<<LesseeName3>>

Signature: _____
Name: _____ <<<<LesseeName4>>

Signature: _____
Name: _____ <<<<LesseeName5>>


Signature: _____
Name: _____ <<<<LesseeName4>>

Signature: _____
Name: _____ <<<<

Landlord agrees to rent the Residence on the above terms and conditions.

LANDLORD:

2017-1 IH Borrower LP
<<OwnerName>>

By: 
Charles Young
Chief Operating Officer


Reviewed By



Exhibit B

THIRTY DAY NOTICE TO PAY RENT OR DELIVER POSSESSION

10103720

DATE: March 7, 2024

TO: Michaela Hibdon, Carlos Maceira
1633 Stefan Cole Ln
Apopka FL, 32703

AND ALL OTHERS IN POSSESSION

You are hereby notified that you are indebted to us in the sum of:

\$2241.29

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 thirty (30) days from the date of delivery of this notice:

On or before the 8th of April 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.

Kareli Leyva, Kareli Leyva

Agent Signature and Printed Name

2017-1 IH Borrower LP

Community or Management Name

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 # _____

9:30am

If mailed, this notice includes service mail time delivery pursuant to FRCP 1.090.

By: _____
Signature

RETURN OF SERVICE

Thirty Day Notice To Pay Rent or Deliver Possession

Case Number: N/A

IN RE:
MICHAELA HIBDON, CARLOS MACEIRA
AND ALL OTHERS IN POSSESSION



LIN2024013655

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 **Michaela Hibdon Carlos Maceira, And All Others In Possession, 1633 Stefan Cole Lane, Apopka, FL 32703.**

I, Danielle Marin, do hereby affirm that on the 7th day of March, 2024 at 9:30 am, I:

POSTED by attaching a true copy of the **Thirty 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: **1633 Stefan Cole Lane, Apopka, FL 32703.**

Additional Information pertaining to this Service:

3/7/2024 9:30 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.

Danielle Marin
Process Server

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

Our Job Serial Number: LIN-2024013655
Ref: 10103720