

IN THE COUNTY COURT FOR THE NINTH JUDICIAL CIRCUIT, IN AND FOR
ORANGE COUNTY, FLORIDA
CASE NO.
JUDGE
CIVIL DIVISION
COMPLAINT

Woodbury Owner, LLC
Plaintiff(s)

-vs-

Brenda Brewster, Steven Brewster and Stevon Brewster
Defendant(s).

COUNT I - TENANT EVICTION

Plaintiff sues Defendant(s), and states:

1. Plaintiff is authorized for business in this county.
2. Plaintiff owns real property in this county described as:
1010 Constance Road #307
Orlando, Florida 32826
3. Defendant(s) reside(s) in this county.
4. This is an action to evict Defendant(s) from the property for reasons other than non-payment of rent.
5. Defendant(s) retain(s) possession of the property under a written agreement to pay rent of **\$2806.00** per month payable on the first of each month. A copy of the lease is attached hereto as Exhibit "A".
6. Plaintiff served Defendants with a Notice of Non-Compliance / Seven (7) Day Notice to Cure on April 3rd, 2024 due to lease agreement violation, Paragraph 21. Specifically, management became aware that the Defendants permitted three unauthorized dogs to live in the apartment. Please see attached as Exhibit "B".
7. That Plaintiff confirmed on April 11, 2024 that the Defendants continued to allow an unauthorized dogs to live in the premises; thus, becoming subject to lease termination.
8. Defendant(s) owe(s) Plaintiff, the following: rent for the month(s) April 2024, totaling **\$2806.00**, and rent as it becomes due.

9. Failure of Defendant(s) to comply or vacate has caused Plaintiff to retain the undersigned attorneys to represent them in this action and to agree to pay said attorneys a reasonable fee for their services and costs, which Defendant(s) should pay pursuant to Florida Statute Sec. 83.48 and the lease agreement .

WHEREFORE, PLAINTIFF DEMANDS JUDGEMENT FOR POSSESSION OF THE PROPERTY AGAINST THE DEFENDANT(S) AND FOR OTHER JUST RELIEF INCLUDING COURT COSTS AND ATTORNEY'S FEES.

Dated: April 11, 2024

s/ Kenneth J. Lowenhaupt, Esq.
Email: pleadings@fl-landlord.com
Florida Bar#: 0761532
Attorney for Woodbury Owner, LLC
Law Offices of Lowenhaupt Sawyers and Spinale
7765 S.W. 87th Avenue, Suite 201
Miami, Florida 33173
(305) 412-5636

Brewster
Caroline waterford

LAW OFFICES
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KRISTEN SPINALE, ESQ.

HOWARD L. BROWNSTEIN, PARALEGAL
KIM JIMENEZ, CERTIFIED LEGAL ASSISTANT

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(305) 412-5636
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LAWOFFICE@FL-LANDLORD.COM

NOTICE OF NON-COMPLIANCE
SEVEN (7) DAY NOTICE TO CURE

April 2, 2024

Brenda Brewster, Steven Brewster and Stevon Brewster and all others in possession
1010 Constance Road #307
Orlando, Florida 32826

You are hereby notified that you are in violation of your Lease Agreement, Paragraph 21, which states "You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community"; Paragraph 28 which states "Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing... If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this lease contract"; the Lease Addendum for Garage, Carport and/or Storage Unit, Paragraph 8 which states "Resident agrees to be fully responsible for any damage caused to the interior to the Premises, but not limited to the walls, ceiling, floor and the door(s)"; Paragraph 10 which states "NO FLAMMABLE OR COMBUSTIBLE LIQUIDS OR GASES, BATTERIES, FIREWORKS, EXPLOSIVES OR ANY OTHER ITEM OR SUBSTANCE, WHICH OWNER DEEMS DANGEROUS OR UNACCEPTABLE, MAY BE KEPT IN THE PREMISES"; and Florida Statute 83.52 (7) which states that the tenant at all times during the tenancy shall "Conduct himself or herself and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace".

Specifically, you have three unauthorized dogs residing in the apartment premises. These dogs have not been approved to live in the apartment and they must immediately and permanently be removed from the premises. Additionally, on March 27, 2024, one of these dogs, believed to be the German Shepard or German Shepard mix, attacked another dog. This type of aggressive behavior by your pet is unacceptable and must never reoccur as long as this dog is on the property. You must keep all of these dogs on leashes and under your control at all times. Further, you are keeping a propane tank in your storage unit. This is not permitted. You have been verbally warned three times to remove this propane tank immediately from the storage facility as it is a fire hazard and is a safety risk. This is your final warning. You have also caused damage to the floor of the storage unit. You will be held responsible for all damages that you caused while you have possession of the storage

unit. Be advised that failure to comply by removing the propane tank may result in management terminating your right to the use of the storage unit.

DEMAND IS HEREBY MADE THAT YOU REMEDY THE NONCOMPLIANCE WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS NOTICE OR YOUR LEASE SHALL BE DEEMED TERMINATED AND YOU SHALL VACATE THE PREMISES UPON SUCH TERMINATION.

This notice does not waive any other claims your landlord may have against you.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Rebecca Spinale

/s/Rebecca Spinale, Esq.
Attorney for Caroline Waterford Lakes Apartments

I certify that a true and correct copy of the foregoing Notice on the above named tenant(s) this 2nd day of April 2024 at 3:00 (a.m.) (p.m.) by:

personally serving same upon said tenant.

posting same at the above-described premises in the absence of said tenant.

Served by: Shannon Harvey

Cc: Caroline Waterford Lakes



APARTMENT LEASE CONTRACT



Date of Lease Contract: July 7, 2023 (when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):

Brenda Brewster, Steven Brewster, Stevon Brewster

and us, the owner: Woodbury Owner, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 307 at 1010 Constance Road #307

(street address) in Orlando (city), Florida, 32826 (zip code) (the "dwelling unit" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The Owner or Manager of these apartments is Morgan Group

whose address is 12000 Byronia Rd Orlando FL 32826

Such person or company is authorized to receive notices and demands in the landlord's behalf.

A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows:

Except as otherwise required by applicable law, any notice required by this Lease or law shall be in writing and shall be deemed to be delivered to you if: (a) delivered personally; (b) sent electronically via email to any email address on file with us as provided by you; (c) posted to the door of your address shown above; or (d) mailed by U.S. First Class Mail to your address shown above.

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 days without our prior written consent. If the previous space isn't filled no days per month is the limit.

3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.

The initial term of the Lease Contract begins on the 10th day of July, 2023, and ends at 11:59 p.m. the 9th day of August, 2024.

This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move-out as required by this paragraph and paragraph 47 (Move-Out Notice). If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 47 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of \$ 2806.00 (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 47 (Move-Out Notice), and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 60 days before the end of the lease term if the lease will not be renewed.

Month-to-Month Tenancies: In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15 (Rent Increases and Lease Contract Changes), inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 30 days' prior to the end of the monthly rental period. If you fail to provide us at least 30 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month's rent.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 3251.00, due on or before the date this Lease Contract is signed.

Any security deposit or advance rent you paid is being held in one of the following three ways as indicated below [Landlord check one option]:

[X] 1. In a separate NON-INTEREST bearing account for your benefit in the following bank:

whose address is; OR

[] 2. In a separate INTEREST bearing account for your benefit in the following bank:

whose address is;

If an interest bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

[] 3. In a commingled account at the following bank:

whose address is;

provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per year simple interest.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

Blank lines for additional special provisions.

See any additional special provisions.

11. EARLY MOVE-OUT. Unless modified by an addendum, if you: (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or (2) move out at our demand because of your default; or (3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After Surrender or Abandonment. We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 52 (Surrender and Abandonment)).

THE LANDLORD IS NOT REQUIRED TO COMPLY WITH s. 715.104. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

Storage. We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

14. FAILING TO PAY RENT. If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.

15. RENT INCREASES AND LEASE CONTRACT CHANGES.

No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 47 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over; we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over; and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.

Unless otherwise prohibited by law, if, during the term of this Lease, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the dwelling unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the dwelling unit, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

RO 7/11/2023

While You're Living in the Apartment

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. If requested by us, you agree to conduct all further business with us in writing. You agree not to make, post or publish information that contains the personal information or likeness of another person, or is libelous, harassing, abusive, obscene, vulgar,

sexually explicit, or is inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic; or is unrelated to the goods or services offered by or available at this Apartment Community; or is clearly false or misleading. You agree not to use our corporate names, slogans, images, photos, logos, internet domain names, trademarks, copyrights or trade names. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law.

22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Personnel Clause), 32 (Responsibilities of Owner), 47 (Move-Out Notice), or by separate addendum, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

Smoke Detectors and Carbon Monoxide Detectors.

We'll furnish smoke detectors and carbon monoxide detectors only if required by statute and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you disable or damage the smoke detectors or the carbon monoxide detectors, or fail to replace a dead battery or fail to report malfunctions to us, you will be liable to us and others for any loss, actual damages, fines imposed by any state or local agencies or municipalities, attorney fees and costs.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the

pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

Fire Protection. Please check only one box: Fire protection is NOT available or Fire protection IS AVAILABLE. Description of fire protection available (not applicable unless the box is checked):

- Sprinkler System in apartment
- Sprinkler System in common areas
- Smoke detector
- Carbon monoxide detector
- Fire extinguisher
- Other (Describe): _____

Building, Housing, or Health Codes. We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing. You acknowledge, understand, and agree that we have that right to

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make material alterations, changes, or improvements to the apartment at any time during the lease term at our discretion, and you agree not to interfere with or prevent us from completing such alterations, changes, or improvements to the apartment.

Liens for Improvements. The interest of the Owner/Landlord shall not be subject to liens for improvements made by the Tenant(s) or Tenant(s)' contractors as provided in Section 713.10, Florida Statutes. You shall notify all parties performing work on the premises at your request that the Lease DOES NOT allow any liens to attach to Landlord's/Owner's interest, and the knowing or willful failure to provide such notice to the contractor shall render the contract between you and the contractor voidable at the option of the contractor. Any violation of this provision constitutes a material breach and default of the lease entitling us to terminate your Lease and/or to seek all remedies available under this Lease and law.

Pest Control. We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraph 29 (When We May Enter) of this Lease and F.S. 83.53 or upon 24 hours notice to perform pest control or extermination services which do not require you to vacate the premises. 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.

Waterbeds. You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or

other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleecing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

29. WHEN WE MAY ENTER. Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) we provide you with written notice to enter at least 24 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and

- (2) entry is for: responding to your request; making repairs, improvements, or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 52 (Deposit Return, Surrender, and Abandonment).

Replacements

31. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents

must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water; heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;

- (c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

Recycling Program Disclosure Notification. Where required, this property participates in a recycling program that conforms to all applicable law(s) and general information, education and/or guidelines pertaining to our recycling program will be provided to you.

33. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application;

(5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

Termination of Rental Agreement - Your 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 reletting doesn't release you from liability for future rent or other lease obligations.

Termination of Rental Agreement - Your Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.

(1) If you default by materially failing to comply with F.S. 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.

(2) If you default by materially failing to comply with F.S. 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 F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Holdover. 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 date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent

is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Attorney fees and all other expenses shall be deemed "costs". Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

Choice of Remedies and Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Remedies Cumulative. Except where limited or prohibited by law, any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

34. ENTIRE AGREEMENT. You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by a separate written agreement signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or presentations in brochures, advertising or sales materials and

oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract.

35. NO AUTHORITY TO AMEND UNLESS IN WRITING.

This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

- 36. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.
- 37. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed. Email addresses are used for the purpose of informing residents about events and promotions concerning the premises, notifications relating to safety and maintenance, and notifications concerning your contractual obligations under this Lease. Generally, you may opt out of such emails related to events and promotions, but you acknowledge that we reserve the right to send you, and you agree to receive, information via email regarding safety, maintenance, notices, and communications on other issues, including those related to contractual obligations. You understand that opting out of emails related to events and promotions may result in you not receiving emails regarding safety, maintenance, and other issues. Any notice that Landlord gives to any Resident in this Lease, or any adult occupant, or sent to any email address on file as provided by any Resident, constitutes notice to all persons named as a Resident in this Lease.
- 38. MISCELLANEOUS.**
- A. Any dimensions and sizes provided to you relating to the dwelling unit are only approximations or estimates as actual dimensions and sizes may vary.
 - B. Exercising one remedy won't constitute an election or waiver of other remedies.
 - C. Unless prohibited by law or the respective insurance policies, if you have insurance covering the dwelling unit or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights.
 - D. All remedies are cumulative.
 - E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
 - F. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies.
 - G. This Lease Contract binds subsequent owners.
 - H. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
 - I. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
 - J. All Lease Contract obligations must be performed in the county where the dwelling unit is located.
 - K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
 - L. You affirmatively state that you are not a criminal sex offender.
 - M. You understand, acknowledge and agree that this contract is personal in nature, and our agreement to enter into this contract is based in part on your personal credit. You shall not assign, sell, hypothecate, or transfer any rights, duties, obligations, benefits, or claims under this Lease and/or to the security deposit and/or advanced rent, including but not limited to any rights to receive any payments or refund of all or any portion of the security deposit, advanced rent, or rights to any claims or causes of action that you may have against the landlord, its agents, employees, or officers, stemming from this Lease, including, but not limited to, claims or causes of action arising under a statute, contract, or tort. Any assignment or purported assignment in violation of this provision is unenforceable and shall be deemed null and void.
- 39. RADON GAS:** We are required by Florida Statute 404.056(5) to give the following notification to you. "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. WAIVER OF JURY TRIAL.** In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit, claim, counterclaim, demand, action or cause of action based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.
- 41. CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES:** To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.
- 42. CONTACTING YOU.** By signing this Lease Contract, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your Lease Contract including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.
- 43. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.
- Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.
- 44. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.
- Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.
- 45. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property Left In Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.
- 46. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

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When Moving Out

- 47. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term and Termination Notice Requirements). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term and Termination Notice Requirements), even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the "Holdover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.
- 48. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address at least seven (7) days before you vacate or abandon the premises. You are required to serve this notice at our address specified in Paragraph 1 of this Lease only and via certified mail or personal delivery at our address only. Failure to give such notice in compliance with this paragraph to our address specified in Paragraph 1 shall relieve us of the notice requirements in Fla. Stat. § 83.49(3)(a), but shall not waive any right you may have to the security deposit or any part of it.
- 49. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 50. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

51. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unpaid contractual fees, early termination charges, or liquidated damages if applicable; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for any charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date.

52. SURRENDER AND ABANDONMENT.

Surrender. You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid.

Abandonment. As set forth in Fla. Stat. s. 83.59(3)(c), in the absence of actual knowledge of abandonment, it shall be presumed that you have abandoned the apartment if you are absent from the apartment for a period of time equal to one-half the time for periodic rental payments; however, this presumption does not apply if the rent is current or you have notified us, in writing, of an intended absence.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions, and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 (Contractual Lien and Property Left in Apartment)), but do not affect our mitigation obligations (paragraph 33 (Default by Resident)).

Severability, Signatures, Originals and Attachments

- 53. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.
- 54. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and are hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**You are legally bound by this document.
Read it carefully before signing.**

Resident or Residents
(all sign below)

Date Signed

Owner or Owner's Representative
(signing on behalf of owner)

Date Signed

--	--

RO
7/11/2023

Address and phone number of owner's representative for notice purposes

12000 BRYONIA ROAD

Orlando, FL 32826

(386) 845-2537

Name and address of locator service (if applicable)

SPECIAL PROVISIONS (CONTINUED FROM PAGE 3)

DOCUMENT SIGNER
Roberto Orozco
SIGNED 7/11/2023 AT 4:02PM CDT

Florida Apartment Association
Steven Brewster
SIGNED 7/11/2023 AT 3:57PM CDT

Florida/National Apartment Association
Steven Brewster
SIGNED 7/11/2023 AT 3:48PM CDT

Florida, July 2023
Steven Brewster
SIGNED 7/11/2023 AT 3:50PM CDT



SURETY BOND ADDENDUM
Becomes part of Lease Contract



Date: July 10, 2023
(when this Addendum is filled out)

1. APARTMENT DESCRIPTION. Unit No. 307, 1010 Constance Road #307
Florida, 32826 (zip code), Orlando (city)

2. LEASE CONTRACT DESCRIPTION. Lease Contract Date: July 7, 2023
Owner's Name: Woodbury Owner, LLC

Residents (list all residents): Brenda Brewster
Steven Brewster
Stevon Brewster

The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest, agents, or assigns).

This Addendum constitutes an Addendum to the Lease Contract, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

We require that you provide us with a security deposit to protect us from any damage or other losses that may occur during the time you lease the dwelling. You may choose to reduce or eliminate the security deposit by purchasing a surety bond from another company. If you purchase a surety bond, the bond will be available to us for recovery of any damage or other loss. Also, if you choose the surety bond, the agreement between you and the surety company will not be part of this lease agreement.

THE MONEY YOU PAY THE SURETY COMPANY IS NOT A SECURITY DEPOSIT AND IS NOT REFUNDABLE. FURTHERMORE, EVEN IF WE MAKE NO CLAIM AGAINST THE SURETY BOND, YOU WILL NOT BE ENTITLED TO ANY REFUND OF THE SURETY BOND PREMIUM AT THE END OF THE LEASE TERM.

If you purchase a surety bond, you will have obligations to the surety that are separate and independent from the duties you have to us under this Lease Contract. YOU WILL NOT BE RELEASED FROM YOUR OBLIGATIONS TO US, EXCEPT TO THE EXTENT THAT WE RECEIVE PAYMENTS FROM THE SURETY WHICH SATISFY YOUR OBLIGATIONS TO US. Specifically, if the surety does not pay the total amount of damage or other loss that we experience (including legal fees), you will be required to pay us for the remaining amount.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

[Signature lines for Resident or Residents]

[Signature line for Owner or Owner's Representative]

Date this Addendum is Signed

[Date line]

EDOCUMENT SIGNER
Roberto Orozco
SIGNED 7/11/2023 AT 4:02PM CDT

HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 3:57PM CDT

BRENDA BREWSTER
[Signature]
SIGNED 7/11/2023 AT 3:48PM CDT

©2022, National Apartment Association, Inc. - 12/2022, Florida
Stevon Brewster
SIGNED 7/11/2023 AT 3:50PM CDT





LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT



1. DWELLING UNIT DESCRIPTION.

Unit No. 307, 1010 Constance Road #307 (street address) in Orlando in (city), Florida, 32826 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 7, 2023 Owner's name: Woodbury Owner, LLC

Residents (list all residents):

Brenda Brewster, Steven Brewster, Stevon Brewster

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. CONCESSION/DISCOUNT AGREEMENT. As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

(Check all that apply)

[X] One-Time Concession. You will receive a One-Time Concession off the rent indicated in the Lease Contract in the total amount of \$ 4209.00. This Concession will be credited to your rent due for the month(s) of: July 2023, August 2023

[] Monthly Discount/Concession. The rent indicated in the Lease Contract includes a Monthly Discount of \$ per month off of the suggested rental rate for your dwelling.

[] Other Discount/Concession. You will receive the following discount off the rent indicated in the Lease Contract:

[] Non-Monetary Concession. You will receive the following non-monetary concession during the term of the Lease:

4. CONCESSION CANCELLATION AND CHARGE-BACK. The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.

Unless modified by Addenda, if you breach the lease by failing to timely pay the full amount of rent, utilities, and contractual fees due, or your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all (Check all that apply)

- [X] Concessions [] Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

5. MARKET RENT. The market rent for this dwelling is the rent stated in the NAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

6. SPECIAL PROVISIONS. The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

Resident or Residents (All residents must sign)

Owner or Owner's Representative (signs here)

Date of Lease Contract

July 7, 2023

EDOCUMENT SIGNER Roberto Orozco SIGNED 7/11/2023 AT 4:02PM CDT

National Apartment Association, Inc. of Florida Steven Brewster SIGNED 7/11/2023 AT 3:57PM CDT

ADULT CO-HEAD OF HOUSEHOLD Steven Brewster SIGNED 7/11/2023 AT 3:50PM CDT





**LEASE ADDENDUM FOR
GARAGE, CARPORT AND/OR STORAGE UNIT**
Becomes part of Lease Contract



1. DWELLING DESCRIPTION.

1010 Constance Road #307

 (street address), 307 (unit no. if
 applicable) in Orlando
 (city), Florida, 32826 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: September 18, 2023
 Owner's name: Woodbury Owner, LLC

Residents (list all residents):

Brenda Brewster, Steven Brewster, Stevon
 Brewster

The term of this Addendum is as follows:
 Begins on _____ and
 ending on _____

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PREMISES. The Premises as defined herein, shall be an enclosed garage, a carport and/or storage unit (hereinafter referred to as the "Premises):

- garage or carport attached to the dwelling;
- garage space number(s) _____;
- carport space number(s) _____;
- and/or
- storage unit space number(s) 13-104

4. USE. Only those persons whose names appear on this addendum may use the Premises. The Premises may be used solely for private residential storage and under no circumstances shall any business activity be conducted from or in the Premises. No person shall be permitted to sleep in the Premises at any time or remain in the Premises with the door closed.

5. PETS. No pets or animals may be kept in the Premises.

6. DEFAULT AND REMEDIES. If Resident(s) default in complying with this addendum or the law, Owner has the right to retake possession as provided by Florida law and institute eviction proceedings. If Resident(s)' or invitees(s) engage in criminal activity on the Premises, such action will be a default for which this addendum and the dwelling tenancy may be immediately terminated. In addition to any of the foregoing, Owner has all other rights and remedies provided by law.

7. RIGHT TO ENTER AND TERMINATE. Resident(s) consent to Owner entering the Premises at any time and for any purpose without notice. Owner reserves the right to terminate this Addendum at any time and for any reason whatsoever and Resident(s) agree to immediately remove all items from the Premises or face eviction proceedings from the Premises and the dwelling.

8. REPAIR AND MAINTENANCE. Resident(s) acknowledge that they have inspected the Premises and are fully satisfied and accept it in "as is" condition. Resident agrees to be fully responsible for any damage caused to the interior of the Premises including but not limited to the walls, ceiling, floor and the door(s).

9. ALTERATIONS. Resident(s) may not make any alterations or additions to the Premises or affix anything to the floor, ceilings or walls.

10. CONTENTS. Nothing may be used or kept in or about the Premises which would in any way affect the terms and conditions of Owner's fire and extended coverage insurance policy, constitute a violation of the law, or otherwise be a hazard in Owner's sole judgment. **NO FLAMMABLE OR COMBUSTIBLE LIQUIDS OR GASES, BATTERIES, FIREWORKS, EXPLOSIVES OR ANY OTHER ITEM OR SUBSTANCE, WHICH OWNER DEEMS DANGEROUS OR UNACCEPTABLE, MAY BE KEPT IN THE PREMISES. NO ELECTRICITY MAY BE HOOKED UP TO THE PREMISES AND NO PLANTS MAY BE GROWN IN THE PREMISES.**

11. PEST CONTROL. Owner will in no way whatsoever be providing any pest control for the Premises and shall not be liable for any damages caused by pests to the Premises.

12. LIABILITY. Owner will not be liable for any damage, loss, or injury to persons or property occurring within or about the Premises, whether caused by Owner, someone else, weather, fire, wind, rain, water, mold, mildew, microbial growth, flood or any other acts of God. Resident(s) are responsible for obtaining Resident(s)' own casualty and liability insurance, and, agree to save and hold Owner harmless and indemnify Owner from any liability. **OWNER STRONGLY RECOMMENDS THAT RESIDENT(S) SECURE INSURANCE TO PROTECT YOUR PROPERTY.** Resident(s) agree to save and hold Owner harmless and indemnify Owner from any liability resulting from injuries arising from the use of the Premises.

13. SECURITY. Owner does not provide and has no duty to provide security services for Resident(s)' protection or the protection of Resident(s)' property in the Premises. Resident(s) must look solely to public police for such protection. The Premises has a lock, which Owner does not warrant in any way. In the event any locks are broken, Resident(s) shall be responsible for the cost of replacement of the locks. **Resident(s) may not change the lock(s) on the Premises.**

14. POLICIES. In addition to the policies herewith and the attached rules and regulations or any other attachments, the receipt of which is hereby acknowledged, Resident(s) agree to observe and be bound by any other reasonable policies or rule changes which may be later implemented by Owner.

15. GARAGE SALES. Resident(s) agree that no "garage sales" shall be permitted in or around the Premises, parking areas or common areas and nothing shall be sold out of or around the Premises, parking areas or common areas without express written permission of the Owner.

16. ABANDONED PROPERTY. Resident(s) agrees that should they vacate leaving any items in the Premises or should resident(s) fail to vacate the Premises after notice or eviction, Owner is expressly given permission to dispose of the items in any way holding the Owner harmless and Resident(s) agree to be liable for any expenses arising out of the disposal with regard to any items left in Premises after Resident(s) vacate the Premises. Resident(s) expressly agree to waive all rights and procedures regarding the disposition of abandoned property provided in Florida Statutes. By signing this addendum, Resident(s) agree that upon surrender or abandonment, as defined by Florida Statutes, that Owner shall not be liable or responsible for storage or disposition of the Resident(s) personal property.

17. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract
September 18, 2023



**LEASE CONTRACT ADDENDUM
CHOICE OF DAMAGES, EARLY TERMINATION OF LEASE CONTRACT**



DWELLING UNIT DESCRIPTION. Unit No. 307, 1010 Constance Road #307 (street address) in Orlando (city), Florida, 32826 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract Date: July 7, 2023
Owner's name: Woodbury Owner, LLC

Residents (list all residents):
Brenda Brewster, Steven Brewster, Stevon Brewster

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

In accordance with Florida Statutes §83.595, in the event you breach the Lease Contract for the dwelling unit, and we have obtained a writ of possession, or you have surrendered possession of the dwelling unit before the lease term expires, or you have abandoned the dwelling unit, you may choose to pay a liquidated damage or early termination fee amount instead of other statutory damages to which we may be entitled. As such, you may elect to pay a fixed amount as specified below under Choice 1 (pursuant to Fla. Stat. §83.595(4)) OR you may elect to allow us to charge what is otherwise allowed by statute under Choice 2 (pursuant to Fla. Stat. §83.595(1), (2) or (3)). This choice must be made at the time the Lease Contract is signed. If no choice is made, and you breach the Lease Contract as set forth herein, then we will charge what is allowed by Florida Statutes and the Lease Contract.

Mark only one Choice.

<p>Choice 1</p> <p><input checked="" type="checkbox"/> _____ Initial</p>	<p>You agree to pay \$ <u>5612.00</u> (an amount that does not exceed 2 month's rent) to us as liquidated damages or early termination fee in accordance with Fla. Stat. §83.595(4) if you breach the Lease Contract and we have obtained a writ of possession, or if you have surrendered possession of the dwelling unit before the lease term expires, or if you have abandoned the dwelling unit, or if you elect to terminate the Lease Contract before the lease term expires. You understand and accept this liquidated damage or early termination fee specified herein, which election is made by you at the inception of the Lease Contract.</p> <p>In the event this Choice 1 is elected, then we are entitled to rent and all other charges (including property damages to the dwelling unit beyond normal wear and tear) accrued through the end of the month in which we retake possession of the dwelling unit, in addition to the liquidated damages or early termination fee amount set forth in this paragraph in accordance with Fla. Stat. §83.595(4). However, we waive the right to seek additional rent beyond the month in which we retake possession.</p>
<p>Choice 2</p> <p><input type="checkbox"/> _____ Initial</p>	<p>You do not agree to liquidated damages or early termination fee and you acknowledge that we may seek damages as provided by law in accordance with Florida Statutes §83.595(1), (2) or (3) if you breach the Lease Contract and we have obtained a writ of possession, or if you have surrendered possession of the dwelling unit before the lease term expires, or if you have abandoned the dwelling unit, or if you elect to terminate the Lease Contract before the lease term expires.</p> <p>In the event this Choice 2 is elected, you may owe future rents as they become due under the lease.</p>

<p>Resident or Residents (All Residents must sign here)</p>	<p>Owner or Owner's Representative (signs here)</p>
Resident _____ Date _____	
Resident _____ Date _____	<p>Date of Lease Contract <u>July 7, 2023</u></p>
Resident _____ Date _____	
Resident _____ Date _____	
Resident _____ Date _____	
<p>EDOCUMENT SIGNER <u>Robert Orozco</u> Resident _____ Date _____ SIGNED 7/11/2023 AT 4:02PM CDT</p>	



UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated July 7, 2023 between Woodbury Owner, LLC

("We" and/or "we" and/or "us") and Brenda Brewster, Steven Brewster, Stevon Brewster

("You" and/or "you") of Unit No. 307 located at 1010 Constance Road #307 (street address) in Orlando, FL 32826

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.
a) Water service to your dwelling will be paid by you either:
- [] directly to the utility service provider; or
- [x] water bills will be billed by the service provider to us and then allocated to you based on the following formula: 1
- [] If flat rate is selected, the current flat rate is \$ per month.
- [x] 3rd party billing company if applicable Conservice
b) Sewer service to your dwelling will be paid by you either:
- [] directly to the utility service provider; or
- [x] sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 1
- [] If flat rate is selected, the current flat rate is \$ per month.
- [x] 3rd party billing company if applicable Conservice
c) Gas service to your dwelling will be paid by you either:
- [] directly to the utility service provider; or
- [] gas bills will be billed by the service provider to us and then allocated to you based on the following formula:
- [] If flat rate is selected, the current flat rate is \$ per month.
- [] 3rd party billing company if applicable
d) Trash service to your dwelling will be paid by you either:
- [] directly to the utility service provider; or
- [] trash bills will be billed by the service provider to us and then allocated to you based on the following formula:
- [] If flat rate is selected, the current flat rate is \$ per month.
- [] 3rd party billing company if applicable
e) Electric service to your dwelling will be paid by you either:
- [x] directly to the utility service provider; or
- [] electric bills will be billed by the service provider to us and then allocated to you based on the following formula:
- [] If flat rate is selected, the current flat rate is \$ per month.
- [] 3rd party billing company if applicable
f) Stormwater service to your dwelling will be paid by you either:
- [] directly to the utility service provider; or
- [x] stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: 10
- [] If flat rate is selected, the current flat rate is \$ per month.
- [x] 3rd party billing company if applicable Conservice
g) Cable TV service to your dwelling will be paid by you either:
- [x] directly to the utility service provider; or
- [] cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula:
- [] If flat rate is selected, the current flat rate is \$ per month.
- [] 3rd party billing company if applicable
h) Master Antenna service to your dwelling will be paid by you either:
- [] directly to the utility service provider; or
- [] master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula:
- [] If flat rate is selected, the current flat rate is \$ per month.
- [] 3rd party billing company if applicable
i) Internet service to your dwelling will be paid by you either:
- [x] directly to the utility service provider; or
- [] internet bills will be billed by the service provider to us and then allocated to you based on the following formula:
- [] If flat rate is selected, the current flat rate is \$ per month.
- [] 3rd party billing company if applicable
j) Pest Control service to your dwelling will be paid by you either:
- [] directly to the utility service provider; or
- [] pest control bills will be billed by the service provider to us and then allocated to you based on the following formula:
- [] If flat rate is selected, the current flat rate is \$ per month.
- [] 3rd party billing company if applicable
k) (Other) service to your dwelling will be paid by you either:
- [] directly to the utility service provider; or
- [] bills will be billed by the service provider to us and then allocated to you based on the following formula:
- [] If flat rate is selected, the current flat rate is \$ per month.
- [] 3rd party billing company if applicable

RO 7/11/2023

- 1) (Other) _____ service to your dwelling will be paid by you either:
- directly to the utility service provider; or
 - bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - If flat rate is selected, the current flat rate is \$ _____ per month.
 - 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" - Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late fees or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$	<u>30.00</u>	(not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$	<u>4.25</u>	(not to exceed \$ _____)
Late Fee:	\$	_____	(not to exceed \$ _____)
Final Bill Fee:	\$	<u>5.00</u>	(not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

- 4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ _____
- 5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
- 6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
- 7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
- 8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
- 9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants and/or the identity of occupants.
- 10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
- 11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
- 12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

In addition to charges for the monthly utilities and services, each statement will include a water/sewer billing fee equal to 9% of the billed water/sewer amounts each month.

RO
7/11/2023

Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Management _____ Date _____

EDOCUMENT SIGNER
Roberto Orozco
SIGNED 7/11/2023 AT 4:02PM CDT

2014 National Apartment Association, Florida
Steven Brewster
SIGNED 7/11/2023 AT 3:57PM CDT

ADULT CO-HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 3:51PM CDT





ADDITIONAL SPECIAL PROVISIONS



DWELLING UNIT DESCRIPTION. Unit No. 307, 1010 Constance Road #307 (street address) in Orlando (city), Florida, 32826 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract Date: July 7, 2023

Owner's name: Woodbury Owner, LLC

Residents (list all residents): Brenda Brewster, Steven Brewster, Stevon Brewster

Resident or Residents (All residents must sign)

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum

EDOCUMENT SIGNER Roberto Orozco SIGNED 7/11/2023 AT 4:02PM CDT

HEAD OF HOUSEHOLD Steven Brewster SIGNED 7/11/2023 AT 3:58PM CDT

BRENDA BREWSTER SIGNED 7/11/2023 AT 3:08PM CDT

Florida/National Apartment Association Official Form, September 2012 ADULT CO-HEAD OF HOUSEHOLD Stevon Brewster SIGNED 7/11/2023 AT 3:51PM CDT



BED BUG ADDENDUM



Date: July 10, 2023
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.
Unit No. 307, 1010 Constance Road #307
Orlando (street address) in
Orlando (city), Florida, 32826 (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: July 7, 2023
Owner's name: Woodbury Owner, LLC

Residents (list all residents):
Brenda Brewster, Steven Brewster, Stevon Brewster

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. PURPOSE: This addendum modifies the Lease Contract to address any infestation of bed bugs (Cimex lectularius) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.
4. MANAGEMENT REPRESENTATION AND INSPECTION: Management represents that it is not aware of any current infestation or presence of bed bugs in the dwelling unit. Under Florida law, only a licensed pest control professional, hereinafter "Pest Control" is permitted by law to inspect for insects and render an opinion as to infestation or the lack thereof. You acknowledge that you have either: (a) inspected the dwelling before moving in or signing this addendum, and you did not find any evidence of bed bugs or bed-bug infestation; or (b) you will inspect the dwelling within 48 hours of receiving keys for possession of the dwelling and will notify us of any bed bugs or bed-bug infestation. If you do not notify us of any bed bugs within 48 hours of receiving keys for possession of the dwelling, you agree and represent that your dwelling does not have bed bugs at the time you took possession of the dwelling.
5. BEDBUG INFORMATION: Resident represents and agrees that he or she has read the information about bed bugs provided by Management and is not aware of any infestation or presence of the bed bugs in Resident's current or previous dwelling(s), home(s), furniture, clothing, or personal property and possessions and has fully disclosed to Management any previous bed bug infestation or issues which Resident may have experienced or are experiencing and has not been subjected to or living in an environment, dwelling, or home in which there was a bed bug infestation or presence. Resident represents that if he or she WAS previously living in a dwelling

or home that had a bed bug infestation that he or she has had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by Pest Control that shall certify such items are free of further infestation. In the event Resident discloses a previous experience of bed bug infestation, Management shall have the right to see documentation of the treatment from Pest Control and inspect Resident's personal property and possessions to confirm the absence of bed bugs.

6. USED AND DISCARDED ITEMS: Resident acknowledges that used, abandoned or discarded furniture, clothing, and personal property can contain bed bugs which may infest the dwelling and be extremely difficult to control, and the costs associated with treating bed bugs are expensive. Resident represents and agrees that he or she shall not allow such property to enter the dwelling without confirming the absence of bed bugs or having such items properly and professionally cleaned and treated by Pest Control before bringing such items into the dwelling. Resident shall be required to provide proof that any such item has been inspected and or treated by Pest Control.

7. ACCESS BY MANAGEMENT AND PEST CONTROL AND RESIDENT COOPERATION: Resident shall allow Management, Maintenance staff and Pest Control to have full access to the dwelling at reasonable times and hours for inspection, pest control, and treatment of bed bugs if any exist. Resident and the Resident's family members, occupants, social guests, and invitees shall cooperate and shall not interfere in any way with inspections or treatments, or this shall constitute a material breach of the lease agreement. Upon confirmation of the presence or infestation of bed bugs, Resident must cooperate and coordinate with Management and Pest Control to treat and attempt to eliminate the bed bugs. Resident must follow all directions of Management and Pest Control to treat the dwelling. Management and Management's Pest Control shall have the right to set all conditions necessary for inspection and treatment of the premises for the presence or infestation of bed bugs. Simultaneously as we treat the dwelling, unless otherwise prohibited by law, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control company that we approve. The Resident is required to remove or destroy personal property that cannot be treated or cleaned in the opinion of Management or Pest Control and holds Management and Pest Control harmless for any loss or damages to such personal property. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

8. NOTIFICATIONS BY RESIDENT: Resident shall promptly notify Management of any conditions that may indicate the presence of bed bugs in the dwelling or in any of Resident's clothing, furniture, and/or other personal property. Resident shall promptly notify Management of any recurring or unexplained bites, irritations, sores of the skin or body which Resident believes are occurring from bed bugs or from any condition or pest believed to be within the dwelling. Resident shall promptly notify Management if he or she discovers any condition or evidence that might indicate the presence or infestation of bed bugs. Resident shall not try to treat the dwelling for a bed bug infestation on his own or hire any outside pest control company and acknowledges that Management has the full right to select its own Pest Control to perform treatments and cleaning of the dwelling and building if necessary. Failure to comply shall constitute a material breach of the Lease Contract and this addendum.

9. **METHOD OF TREATMENT:** If Management decides to have the dwelling treated and not terminate the tenancy, Management along with Pest Control shall have the sole right to select the method of treating the dwelling or any affected areas. Resident is responsible to follow all protocols or directions from Management and/or Pest Control. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

10. **ON SITE TRANSFERS OR TEMPORARY VACATING:**

A. **On-Site Transfers:** If Resident is allowed to transfer on-site to another dwelling in the community, Resident must have his or her personal property and possessions professionally treated by Pest Control prior to transfer in accordance with the instructions of Management and Pest Control and cooperate in preventing further infestation or spreading of bed bugs to another dwelling or building. TRANSFERS TO ANOTHER DWELLING ARE NOT GUARANTEED even if Resident is deemed by Management or Pest Control not to be at fault. Resident will not be eligible for transfer on-site to another dwelling in the community if, in the sole opinion of Management OR Pest Control, Resident or Resident's family members, occupants, social guests, or invitees caused, or are responsible for the infestation or presence of bed bugs in the dwelling or building, have not followed the necessary procedures mandated by Management or Pest Control or if in the opinion of Pest Control, the bed bugs have not been eradicated from the Resident's personal property or an on-site transfer will cause a re-infestation. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

B. **Temporary Vacating:** If Resident is forced to temporarily vacate the premises and find other temporary accommodations, under Florida law FS 83.51(2)(a)1, Management's only legal responsibility is to abate the rent for the time period Resident cannot reside in the dwelling. Management may choose at its sole option to pay other expenses Resident may incur but has no legal obligation to do so under Florida law. If Resident is requested to temporarily vacate, they shall do so within 7 days of written notice to Resident or this shall be considered a material breach of the Lease Contract and this Addendum. Once Resident has been advised that the dwelling is habitable, Management shall have no further responsibility to abate rent, and Resident shall owe rent and all sums due per the Lease Contract and any addenda.

11. **RESIDENT CAUSED CONDITIONS:** If Resident or Resident's family members, occupants, social guests, or invitees are responsible for causing or introducing bed bugs into the dwelling, Resident shall be in default of the lease, subject to eviction, and shall be liable for all rent, damages, cleaning and pest control fees, and other charges related to dealing with the bed bug issue, and Resident shall pay all reasonable costs of cleaning and pest control treatment Management incurs to remedy the bed bug infestation situation. If Management must move other residents out of their dwellings in order to treat adjoining or neighboring dwellings, then Resident shall be liable for payment of any lost rental income and other expenses incurred by Management to relocate the other residents and perform pest control treatment to eradicate an infestation in other dwellings.

12. **NON-RESIDENT CAUSED BED BUG INFESTATIONS:**

If in the sole opinion of Management and Pest Control the Resident or Resident's family members, occupants, social guests, or invitees are not responsible for causing or introducing bed bugs into the dwelling, AT MANAGEMENT'S OPTION the Lease Contract may be terminated and Resident may still be required to vacate the dwelling and return possession of the premises to Management if it is determined by Pest Control that it is not feasible to eradicate the infestation with the Resident continuing to reside on the premises. Management shall not be responsible for Resident's consequential losses if the Lease Contract is so terminated.

13. **DAMAGES:** Under no circumstances shall Management or Resident be liable to each other for punitive damages for breach of contract related to bed bugs.

14. **LEASE TERMINATION:** In the event bed bugs are determined to be in the dwelling, Management shall have the right to terminate the tenancy by giving Resident seven days' written notice requiring Resident to permanently vacate the dwelling and remove all furniture, clothing, and personal belongings. Management in its sole judgment shall have the right to terminate the tenancy and obtain possession of the dwelling regardless of who is responsible for causing the infestation or presence of bed bugs. Due to the difficulty of treating and the often repetitive treatments necessary to control the infestation, Resident must vacate the dwelling upon such termination. A Resident who fails to vacate after the lease has been terminated shall be subject to an eviction action and assumes all risks of remaining in the dwelling.

15. **INVALID OR UNENFORCEABLE PROVISIONS:** If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed and survive and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent and effect of the parties.

16. **SPECIAL PROVISIONS.** _____

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

PRO
7/11/2023

BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed.

However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

EDOCUMENT SIGNER
Roberto Orozco
SIGNED 7/11/2023 AT 4:02PM CDT

HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 3:58PM CDT

BRENDA BREWSTER
SIGNED 7/11/2023 AT 3:49PM CDT

Florida/National Apartment Association Official Form, December 2019
ADULT CO-HEAD OF HOUSEHOLD, 2019, National Apartment Association, Inc.

STEVEN BREWSTER
SIGNED 7/11/2023 AT 3:51PM CDT





COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Woodbury Owner, LLC

Resident(s): Brenda Brewster, Steven Brewster, Stevon Brewster

Dwelling No./Address: #307, 1010 Constance Road #307, Orlando, FL 32826

Lease Date: 07/07/2023

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason.

Additionally, Resident(s) 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 use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH.

II. POOL. This Community [X] DOES; [] DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
For their safety, Residents should not swim alone.
Pool hours are posted at the pool.
No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
Resident(s) must accompany their guests.
Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community [X] DOES; [] DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) (2) (3) (4) (5) (6)

IV. PACKAGE RELEASE. This Community [X] DOES; [] DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

RO 7/11/2023

V. **BUSINESS CENTER.** This Community **DOES**; **DOES NOT** have a business center. Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 1 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 25 feet from any building (If the preceding space is blank, a minimum of 10 ft from any building is required or as amended or otherwise specified in the Florida State Fire Code).** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires. No hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

X. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

XI. **SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XII. **SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.

XIII. **WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Clause is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XIV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

No glass containers or speakers permitted in pool area.

I have read, understand and agree to comply with the preceding provisions.

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Owner Representative		_____ Date	





LEASE ADDENDUM FOR INTRUSION ALARM



1. DWELLING UNIT DESCRIPTION.

Unit No. 307, 1010 Constance Road #307, Orlando, Florida, 32826

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 7, 2023
Owner's name: Woodbury Owner, LLC

Residents (list all residents):

Brenda Brewster, Steven Brewster, Stevon Brewster

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. INTRUSION ALARM. Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning.

4. PERMIT FROM CITY. You (check one) do or do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is and it is your responsibility to obtain the permit.

5. FOLLOW INSTRUCTIONS. You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us.

6. ALARM COMPANY. You (check one) will or will not have to make arrangements with an independent alarm company to activate and maintain the alarm system.

7. ENTRY BY OWNER. Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your NAA Lease Contract.

8. REPAIRS OR MALFUNCTIONS. If the intrusion alarm malfunctions, you agree to (check one) contact your intrusion alarm company immediately for repair or contact us immediately for repair.

9. NO WARRANTY. We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed.

10. LIABILITY. We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm.

11. EMERGENCIES. Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us.

12. ENTIRE AGREEMENT. We've made no promises or representations regarding the alarm system except those in this addendum.

13. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents (All residents must sign here)

Owner or Owner's Representative (signs here)

Date of Lease Contract

July 7, 2023

EDOCUMENT SIGNER Roberto Orzoco SIGNED 7/11/2023 AT 4:02PM CDT

HEAD OF HOUSEHOLD Steven Brewster SIGNED 7/11/2023 AT 3:58PM CDT

BRENDA BREWSTER SIGNED 7/11/2023 AT 3:50PM CDT

National Apartment Association, Inc. - 7/2018, Florida Steven Brewster SIGNED 7/11/2023 AT 3:51PM CDT





MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. 307, 1010 Constance Road #307 (street address) in Orlando (city), Florida, 32826 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 7, 2023
Owner's name: Woodbury Owner, LLC

Residents (list all residents):

Brenda Brewster, Steven Brewster, Stevon Brewster

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for

water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
Keep the thermostat set on the "COOL" and "FAN/AUTO" setting (not "FAN/ON" setting or "OFF" setting) to automatically circulate air in the event temperatures rise to or above 75 degrees during winter months, or 78 degrees during summer months. Relative humidity levels should be maintained under 60% at all times in order to prevent conditions conducive to the growth of mold and mildew.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold). Tilex and Clorox contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

RO 7/11/2023

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. **TERMINATION OF TENANCY.** Owner, Management or agent reserves the right to terminate the tenancy and RESIDENT(S) agree to vacate the premises in the event Owner, Management or agent in its sole judgment feels that either there is mold/mildew present in the dwelling unit which may pose a safety or health hazard to RESIDENT(S) or other persons and/or

RESIDENT(S) actions or inactions are causing a condition which is conducive to mold/mildew growth. If RESIDENT fails to vacate the dwelling after receiving a written notice to vacate, RESIDENT assumes all risks of remaining in the dwelling and shall be liable for any resulting damage to person or property.

10. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

July 7, 2023





**LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE**



1. DWELLING UNIT DESCRIPTION.

Unit No. 307, 1010 Constance
Road #307 (street address) in
Orlando
 (city), Florida, 32826
 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 7, 2023
 Owner's name: Woodbury Owner, LLC

Residents (list all residents):

Brenda Brewster, Steven Brewster, Stevon
Brewster

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

- Remote control for gate access. Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$_____ non-refundable fee.
- Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ 0.00 non-refundable fee.
- Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

- If a remote control is lost, stolen or damaged, a \$_____ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$_____ deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ 125.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ 0.00 deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

RO
7/11/2023

SB
7/11/2023

BB
7/11/2023

SB
7/11/2023

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

One gate card per resident will be issued.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

July 7, 2023

EDOCUMENT SIGNER
Roberto Orozco
SIGNED 7/11/2023 AT 4:02PM CDT

© 2018 National Apartment Association, Inc. | Member of the Florida
Steven Brewster
SIGNED 7/11/2023 AT 3:59PM CDT

ADULT CO-HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 3:52PM CDT





LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT



1. DWELLING UNIT DESCRIPTION.

Unit No. 307, 1010 Constance Road #307 (street address) in Orlando (city), Florida, 32826 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 7, 2023
Owner's name: Woodbury Owner, LLC

Residents (list all residents):

Brenda Brewster, Steven Brewster, Stevon Brewster

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. Acknowledgment Concerning Insurance or Damage Waiver. You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings...

4. REQUIRED POLICY. You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties...

A-VII or better, licensed to do business in Florida. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage.

5. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company.

6. SUBROGATION ALLOWED. You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

7. YOUR INSURANCE COVERAGE. You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state...

Insurance Company:

8. DEFAULT. Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract...

9. MISCELLANEOUS. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged.

10. SPECIAL PROVISIONS:

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

July 7, 2023

DOCUMENT SIGNER
Roberto Orozco
SIGNED 7/11/2023 AT 4:02PM CDT

HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 3:59PM CDT

BRENDA BREWSTER
SIGNED 7/11/2023 AT 3:50PM CDT

National Apartment Association, Inc. - 7/2018, Florida
Steven Brewster
SIGNED 7/11/2023 AT 3:52PM CDT





LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

Unit No. 307, 1010 Constance Road #307 (street address) in, Orlando (city), Florida 32826 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 7, 2023 Owner's name: Woodbury Owner, LLC

Residents (list all residents):

Brenda Brewster, Steven Brewster, Stevon Brewster

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. NUMBER AND SIZE. You may install 0 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair exception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$_____, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/ antenna becoming unattached and falling on someone, etc.

11. SECURITY DEPOSIT. An additional security deposit of \$_____ will be charged. We (check one) [] will consider or [] will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Lease Contract (check one) [] does or [] does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of

move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. WHEN YOU MAY BEGIN INSTALLATION. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. MISCELLANEOUS. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

No satellite dishes are permitted on property.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract
July 7, 2023





CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 307, 1010 Constance Road #307 (street address) in Orlando (city), Florida, 32826 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 7, 2023
Owner's name: Woodbury Owner, LLC

Residents (list all residents):

Brenda Brewster, Steven Brewster, Stevon Brewster

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control.

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Florida and/or the Federal Controlled Substances Act.

- 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. YOU AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents (sign here)

Date of Signing Addendum

Owner or Owner's Representative (signs here)

Date of Signing Addendum

EDOCUMENT SIGNER
Roberto Orozco
SIGNED 7/11/2023 AT 4:02PM CDT

HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 3:59PM CDT

BRENDA BREWSTER
SIGNED 7/11/2023 AT 3:59PM CDT

26016th Street Apartment Association, Inc. - 7/2018, Florida
Steven Brewster
SIGNED 7/11/2023 AT 3:52PM CDT





NO-SMOKING ADDENDUM



Date: July 10, 2023

(when this Addendum is filled out)

Use of any product(s) involving smoking, burning, or combustion is prohibited in any portion of the apartment and/or entire community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. 307, 1010 Constance Road #307 (street address) in Orlando (city), Florida, 32826 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 7, 2023
Owner's name: Woodbury Owner, LLC

Residents (list all residents):

Brenda Brewster, Steven Brewster, Stevon Brewster

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, electronic cigarette, hookah, vaporizer, dab pen, juul, bowl, bong, or pipe which can be used to burn, light, vaporize, or ignite a product including, but not limited to, tobacco, marijuana, nicotine salts, THC cartridges, vape liquids, juul pods, oils or any other similar products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke or vapor from such product.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.

All forms of smoking or possession of smoking products is strictly prohibited inside any dwelling, building, or interior of any portion of the Community. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited products or smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking may be permitted only if there are specially designated areas outside the buildings of the apartment community. Smoking must be at least

20 feet from the buildings in the apartment community, including

administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage. The distance referenced above applies on development grounds and may apply even if you are on public property to the extent that your and/or your guest's conduct interferes with other residents' rights to quiet enjoyment of their apartment home and/or the common areas.

Smoking on balconies, patios, and common areas attached to or outside of your dwelling is not permitted. If neither option is selected, then smoking is not permitted on balconies, patios and common areas.

The following outside areas of the community may be used for smoking:

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests. We reserve the right to modify or change the designated areas through modification to our community policies upon notification to all residents.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of smoke, vapor, or any other byproduct of the referenced products, which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.

We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of this Addendum is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is and/or will be smoke free. Smoking in certain limited outside areas may be allowed as provided above and certain areas may be in close proximity that are not under our control. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are able and/or obligated to investigate and act, and you must thereafter cooperate with us in the prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

No smoking is permitted in any common area.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

EDOCUMENT SIGNER
Roberto Orozco
SIGNED 7/11/2023 AT 4:02PM CDT

DeLand Regional Apartment Association, Inc. 2019 Florida
Steven Brewster
SIGNED 7/11/2023 AT 3:59PM CDT

SBK
SIGNED 7/11/2023 AT 3:51PM CDT

ADULT CO-HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 3:52PM CDT





INVENTORY AND CONDITION FORM



DWELLING UNIT DESCRIPTION. Unit No. 307, 1010 Constance Road #307 (street address) in Orlando (city), Florida, 32826 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: July 7, 2023 Owner's name: Woodbury Owner, LLC

Residents (list all residents): Brenda Brewster, Steven Brewster, Stevon Brewster

WITHIN 48 HOURS AFTER MOVE-IN, YOU MUST NOTE ON THIS FORM ALL DEFECTS, DAMAGE, OR SAFETY OR PEST-RELATED CONCERNS AND RETURN IT TO OUR REPRESENTATIVE. OTHERWISE, EVERYTHING WILL BE CONSIDERED TO BE IN A CLEAN, SAFE, AND GOOD WORKING CONDITION.

Resident's Name: Brenda Brewster Home Phone: Work Phone: Resident's Name: Steven Brewster Home Phone: Work Phone: Resident's Name: Stevon Brewster Home Phone: Work Phone: Resident's Name: Home Phone: Work Phone: Resident's Name: Home Phone: Work Phone: Resident's Name: Home Phone: Work Phone:

Move-In or Move-Out Condition (Check one)

Living Room: Walls, Wallpaper, Plugs, Switches, A/C Vents, Woodwork/Baseboards, Ceiling, Light Fixtures, Bulbs, Floor/Carpet, Doors, Stops, Locks, Windows, Latches, Screens, Window Coverings, Closets, Rods, Shelves, Closet Lights, Fixtures, Lamps, Bulbs, Water Stains on Walls or Ceilings, Other. Kitchen: Walls, Wallpaper, Plugs, Switches, A/C Vents, Woodwork/Baseboards, Ceiling, Light Fixtures, Bulbs, Floor/Carpet, Doors, Stops, Locks, Windows, Latches, Screens, Window Coverings, Cabinets, Drawers, Handles, Countertops, Stove/Oven, Trays, Pans, Shelves, Vent Hood, Refrigerator, Trays, Shelves, Refrigerator Light, Crisper, Dishwasher, Dispensers, Racks, Sink/Disposal, Microwave, Plumbing Leaks or Water Stains on Walls or Ceilings. Dining Room: Walls, Wallpaper, Plugs, Switches, A/C Vents, Woodwork/Baseboards, Ceiling, Light Fixtures, Bulbs, Floor/Carpet, Doors, Stops, Locks, Windows, Latches, Screens, Window Coverings, Closets, Rods, Shelves, Closet Lights, Fixtures, Water Stains on Walls or Ceilings, Other. Halls: Walls, Wallpaper, Plugs, Switches, A/C Vents, Woodwork/Baseboards, Ceiling, Light Fixtures, Bulbs, Floor/Carpet, Doors, Stops, Locks, Closets, Rods, Shelves. General Items: Thermostat, Cable TV or Master Antenna, A/C Filter, Washer/Dryer, Garage Door, Ceiling Fans, Exterior Doors, Screens/Screen Doors, Doorbell, Fireplace, Other.

Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

Exterior (if applicable)
Patio/Yard _____
Fences/Gates _____
Faucets _____
Balconies _____
Other _____

Bedroom (describe which one): _____
Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____
Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

Bedroom (describe which one): _____
Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____
Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

Bath (describe which one): _____
Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Exhaust Fan/Heater _____
Floor/Carpet _____
Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Sink, Faucet, Handles, Stopper _____
Countertops _____
Mirror _____
Cabinets, Drawers, Handles _____
Toilet, Paper Holder _____
Bathtub, Enclosure, Stopper _____
Shower, Doors, Rods _____
Tile _____
Plumbing Leaks or Water Stains on Walls or Ceilings _____
Other _____

Half Bath
Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Exhaust Fan/Heater _____
Floor/Carpet _____
Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____

Sink, Faucet, Handles, Stopper _____
Countertops _____
Mirror _____
Cabinets, Drawers, Handles _____
Toilet, Paper Holder _____
Tile _____
Plumbing Leaks or Water Stains on Walls or Ceilings _____
Other _____

Bedroom (describe which one): _____
Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____
Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

Bath (describe which one): _____
Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Exhaust Fan/Heater _____
Floor/Carpet _____
Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Sink, Faucet, Handles, Stopper _____
Countertops _____
Mirror _____
Cabinets, Drawers, Handles _____
Toilet, Paper Holder _____
Bathtub, Enclosure, Stopper _____
Shower, Doors, Rods _____
Tile _____
Plumbing Leaks or Water Stains on Walls or Ceilings _____
Other _____

Safety-Related Items (Put "none" if item does not exist)
Door Knob Locks _____
Keyed Deadbolt Locks _____
Keyless Deadbolts _____
Keyless Bolting Devices _____
Sliding Door Latches _____
Sliding Door Security Bars _____
Sliding Door Pin Locks _____
Doorviewers _____
Window Latches _____
Porch and Patio Lights _____
Smoke Detectors (push button to test) _____
Alarm System _____
Fire Extinguishers (look at charge level-BUT DON'T TEST!) _____
Garage Door Opener _____
Gate Access Card(s) _____
Other _____

Date of Move-In: _____
or
Date of Move-Out: _____

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions on this printed form:

Acknowledgment. You agree you will complete and submit this form in accordance with this Lease and our Community Policies. You acknowledge you will inspect and test all safety-related items in the dwelling unit, including smoke alarms and any other detector(s), and confirm that they are working, except as noted on your completed Inventory and Condition Form. All items will be considered to be in good and working condition unless otherwise noted. You acknowledge you will receive written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge that you will inspect the dwelling unit and confirm no signs of bed bugs or other pests are present, or, if bugs are present, that you will promptly report any bed bug or pest issues on this inventory and Condition Form and through a written work order or other written repair request. You agree that this returned completed Inventory and Condition Form accurately reflects the condition of the dwelling unit for purposes of determining any refund of deposit due to you when you move out. You acknowledge that if you do not return the form within 48 hours after move-in, we will consider the dwelling unit to be clean, safe, free of pest or insect infestations, and in good working condition for purposes of determining any refund of deposit due to you at move-out.

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

Resident or Resident's Agent: _____ Date of Signing: _____

Resident or Resident's Agent: _____ Date of Signing: _____

Resident or Resident's Agent: _____ Date of Signing: _____

Resident or Resident's Agent: _____ Date of Signing: _____

Resident or Resident's Agent: _____ Date of Signing: _____

Resident or Resident's Agent: _____ Date of Signing: _____

Owner or Owner's Representative: _____ Date of Signing: _____

EDOCUMENT SIGNER
Roberto Orozco
SIGNED 7/11/2023 AT 4:02PM CDT

Page 3 of 3
HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 3:59PM CDT

IRENDA BREWSTER
HEAD OF HOUSEHOLD
IBR
SIGNED 7/11/2023 AT 3:51PM CDT

Florida/National Apartment Association Official Form, December 2021
© 2021, National Apartment Association, Inc.

ADULT CO-HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 3:52PM CDT





ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



1. DWELLING UNIT DESCRIPTION.

Unit No. 307, 1010 Constance Road #307 (street address) in Orlando (city), Florida, 32826 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 7, 2023
Owner's name: Woodbury Owner, LLC

Residents (list all residents):

Brenda Brewster, Steven Brewster, Stevon Brewster

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.

Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us.

4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.

You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com, VRBO, Craigslist, Couchsurfing, HomeAway, VacationRental, TripAdvisor, FlipKey or any other advertising, website, internet, listing service, or similar internet websites.

5. VIOLATION OF LEASE AGREEMENT. Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law.

6. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy.

7. RESIDENT LIABILITY. You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract.

8. SEVERABILITY. If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents (All residents must sign)

Owner or Owner's Representative (Signs below)

Date of Signing Addendum

ADDENDUM SIGNER Roberto Orozco SIGNED 7/11/2023 AT 4:02PM CDT

HEAD OF HOUSEHOLD Steven Brewster SIGNED 7/11/2023 AT 3:59PM CDT

BRENDA BREWSTER SIGNED 7/11/2023 AT 3:51PM CDT

ADJUDICATED National Apartment Association, Inc. - 7/2020, Florida Steven Brewster SIGNED 7/11/2023 AT 3:53PM CDT



RESIDENT PARKING ADDENDUM

Date: July 10, 2023
(when this Addendum is filled out)



1. DWELLING UNIT DESCRIPTION.

Unit No. 307, 1010 Constance Road #307
Orlando (street address) in
Orlando, Florida, 32826
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 7, 2023
Owner's name: Woodbury Owner, LLC

Residents (list all residents):

Brenda Brewster, Steven Brewster, Stevon Brewster

The term of this Parking Addendum is as follows:
Begins on July 10th, 2023 and ending on August 9th, 2024.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

RESIDENT AND OWNER AGREE AS FOLLOWS:

- 3. You agree to properly register all vehicles with management.
4. If you are provided with a parking tag or sticker, it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s), you may park in any available space(s) in the parking areas...
6. If you are assigned a specific parking space(s), we shall assign you the space(s) and retain the right to change assigned spaces...
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles...
8. You agree to use parking spaces in accordance with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense.
10. You acknowledge and understand that there are inherent risks to parking your vehicle on any part of the property...
11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract...

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, and/or the subject leased dwelling unit, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense.

COST FOR PARKING

Resident agrees to pay a onetime fee of \$... per vehicle on or before the... day of... In alternative, resident agrees to pay \$... monthly per vehicle due on or before the... day of the month, which is hereby deemed and defined as additional rent.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is... days delinquent in paying the required parking fee.

Resident agrees to pay \$... NSF fee for all checks returned for non-sufficient funds, which is hereby deemed and defined as additional rent.

VEHICLE INFORMATION:

Vehicle 1

Make:
Model & Year:
State:
License Plate:
Permit Number:
Phone Number: (702) 980-1826
Parking Space:

Vehicle 2

Make:
Model & Year:
State:
License Plate:
Permit Number:
Phone Number: (702) 980-1826
Parking Space:

Vehicle 3

Make:
Model & Year:
State:
License Plate:
Permit Number:
Phone Number: (702) 980-1826
Parking Space:

13. SPECIAL PROVISIONS.

[Blank lines for special provisions]

RC 7/11/2023

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

EDOCUMENT SIGNER
Roberto Orozco
SIGNED 7/11/2023 AT 4:02PM CDT

© 2018 National Apartment Association, Florida
Steven Brewster
SIGNED 7/11/2023 AT 3:59PM CDT

© 2018 National Apartment Association, Florida
Steven Brewster
SIGNED 7/11/2023 AT 3:59PM CDT

ADULT CO-HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 3:53PM CDT



**MORGAN
CAROLINE WATERFORD LAKES
COMMUNITY RULES & REGULATIONS**

This agreement entered this 07/10/2023 by and between Caroline Waterford Lakes (referred to as "Owner" and Steven Brewster, Brenda Brewster, Stevon Brewster (referred to as "Resident").

The purpose of the Community Rules & Regulations is to supplement the terms, covenants and provisions of the Apartment Lease Agreement (the "lease") executed by Resident or the lease of apartment address 1010 Constance Road #307, Orlando, FL 32826 in consideration of their mutual promises contained herein and in the lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and provisions of these Rules & Regulations. Owner may adopt new policies and rules or amendments to this document upon giving thirty (30) day notice in writing to Resident.

I. ACCESS REMOTE/ACCESS CARD/ACCESS KEY (if applicable)

- 1.) One (1) access remote/access card/access key per lease holder will be issued at move-in. The replacement cost for the access remote/access card/access key is \$175 each. Additional access remote/cards available for an additional deposit of \$175 each. Some amenity areas, parking garage entrance and exit gates, building entrance and exits and pedestrian entrances may require an access remote/access card/access key to permit entry or may only require a code. Residents and guests must observe posted signs concerning entering and exiting all parking garages (if applicable). The Owners assume no liability for damage caused to vehicles by the automatic gates (if applicable).
- 2.) All guests must park in Visitor Parking.

II. ACCESS GATE (if applicable)

- 1.) Owner and Management does not promise, warrant, or guarantee the safety or security of resident or his/her personal property against the criminal actions of other residents or third parties. Each resident has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings. Resident should contact an insurance agent to arrange appropriate fire and theft insurance for their vehicles and other personal property.
- 2.) No security system, courtesy patrol, or access gate can guarantee protection against crime. Access gates are frequently subject to mechanical malfunction, tampering, and damage and can be defeated or avoided.
- 3.) If access gates are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism or even be operational. Therefore, Management does not warrant that any access gates will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Management reserves the right to reduce, modify or eliminate any access gates at any time; Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Management.
- 4.) I have read, understand and agree with the above notice. I have received no representations or warranties, either expressed or implied, as to any access gates, or guarantee that the apartment community was or will be free from crime. The responsibility for protecting me, my property, my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.
- 5.) I agree to release and hold harmless Management from claims arising out of criminal acts of other residents and third parties. I agree that Management shall not be liable to me based upon any claim that security was not provided or access gates failed. I agree that under no circumstances will I be entitled to withhold rent or receive any rent abatement in the event any access gate is not functional or fails. I acknowledge that the foregoing shall also be binding upon my heirs, successors and assigns.

III. NOISE AND CONDUCT

- 1.) Resident's are asked to observe quiet hours from 10pm-8am. Noise of any kind, including but not limited to; loud voices, all musical instruments, television set, stereos, radios, etc., must be kept at a level that does not disturb your neighbors. Subwoofers and surround sound are often a problem in apartment homes. Should Management receive any complaint you will be asked to remove it. Non-compliance may result in non-renewal or eviction.
- 2.) Serious or repeated damage to your apartment or the common areas is a default for which your lease may be terminated.
- 3.) Smoking is not permitted in apartments. Resident understands and agrees that any damage caused by or related to cigarette, pipe, cigar smoking or any tobacco product shall not constitute ordinary wear and tear. Resident will be responsible for all damages and/or costs for the cleaning or repairing of any damages caused by or related to any tobacco product, including, but not limited to; deodorizing the apartment, sealing and painting walls and ceiling, and repairing or replacing the carpet and/or pad and other flooring.
- 4.) The property facilities are for the exclusive use of the resident and their guest(s). Guest(s) are limited to 2 per lease holder. Resident must accompany their guest(s) at all times. Residents will be given priority over guest(s) for the use of all facilities. Resident shall be responsible and liable for the conduct of his/her guest(s). Acts of guest(s) in violation of this agreement or these rules and regulations may be deemed by Owner to breach by resident.
- 5.) Resident agrees to abide by rules and regulations established for use of recreational, health and service facilities provided by Owner.
- 6.) Entrance, walks, lawns and other public areas shall not be obstructed. Recreational equipment and toys such as tricycles, skateboards, roller skates/blades, scooters, wagons, etc. will be of size and quantity to permit storage inside the apartment or on enclosed patios, if such is available. The use of these items will not be permitted on community streets, walkways or parking lots.
- 7.) Any persons under the age of 18 must be accompanied by a parent or guardian at all times and is not permitted to be in any of the common area facilities without supervision.
- 8.) Resident shall not display any signs or markings of any kind on apartment.
- 9.) Any disruptive behavior, including noise complaints, will result in action including temporary or permanent suspension of the use of the facilities, issuance of a Three-Day Notice to Comply or Quit, and/or eviction proceedings at the sole discretion of management.
- 10.) No yard, garage, tag, or rummage sales are permitted at any time or place in the community.
- 11.) Resident shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, occupants, guests, invitees, or directed at management, its agents, its employees or vendors.
- 12.) Residents shall not keep or feed stray domestic animals in their apartments or anywhere in the community and must immediately report all strays to management.
- 13.) Conducting any kind of business in the apartment or community (except Live/Work and Retail units subject to business permit restrictions) is prohibited except that business conducted in a home office by computer, mail, telephone, e-mail or fax is permissible if customers, clients, patient or other business invitees do not come to the apartment for business purposes.
- 14.) Hallways, entrances, breezeways, stairways, garages, or any other common areas shall not be obstructed in any way or used for any purpose except as access to and from apartments. Storage of any items in these areas may represent a fire or building code violation and is not permitted.
- 15.) All doors and gates must be closed and locked at all times. If you or your guests fail to protect the door and/or gate and its associated hardware during move in, move out or entry and exit onto the property, you will be subject to damage charges, a fine of 175 and a lease violation.
- 16.) Resident shall not leave bicycles, strollers, toys, wagons, shopping carts, old furniture, clothing, brooms, mops, garbage cans, wood, newspapers or any other items in hallways, entrances, breezeways, sidewalks, stairways, patios/balconies or other common areas even for short periods of time.
- 17.) Residents shall conduct themselves, family, guest(s) and other persons who are in or near the apartment with resident's consent to conduct themselves in a manner which will not 1) violate any Federal, State or local law, rule, regulation or authority. 2) Disturb, in management's sole judgment, the rights, comfort, privacy, or convenience of other residents in their apartments or of other persons in or near the apartment community; or 3) Injure, in management's sole judgment, the reputation, safety or desirable social environment of the apartment community.

RO
7/11/2023

SB
7/11/2023

BB
7/11/2023

SB
7/11/2023

- 18.) Unless otherwise instructed by apartment rules or notices, in freezing weather (if applicable) resident shall, for 24 hours a day until such freezing weather ends do the following: 1) keep the apartment heated to at least 50 degrees; 2) keep all cabinets and closet doors open and 3) run a light stream of water out of all hot and cold water faucets.

IV. CLEANLINESS AND TRASH

- 1.) Resident acknowledges receipt of the trash addendum (if applicable), which is hereby incorporated as part of the Lease. Resident further acknowledges that owner has reviewed all of the above provisions with the Resident and that Resident understands and agrees to abide by all such provisions. Resident further understands that failure to abide by said provisions shall constitute a material breach of the Lease, and may result in termination of the Resident's tenancy as provided in the lease and/or by law.
- 2.) Trash chutes/dumpster/trash compactors (if applicable) are located on the property. Trash is not to be left at entrances, hallways, patios, breezeways or common areas at any time. If you are found in violation of these criteria, you may be charged up to \$25 per bag for removal.
- 3.) The apartment must be kept clean, sanitary and free from objectionable odor. Resident must not affect the health or safety of an ordinary tenant and whose tenancy would constitute a direct threat to the health and safety of other individuals or whose tenancy would result in substantial physical damages to the property of others.
- 4.) No littering of papers, cigarette butts or any other trash is allowed around the apartment or in any common areas. No trash or other materials may be allowed to accumulate in or around apartment, or in any of the common areas, which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- 5.) No goods or materials of any kind or description, which are combustible or would increase fire risk shall be taken or placed in or around the apartment, common area, HVAC/water heater closet, trash chute/dumpster/trash compactors or storage area (if applicable). Owner shall not be liable to Resident for any loss or damage to Resident's personal property as a result of any unauthorized placement or storage. Further, Resident shall be solely liable to any third parties, including but not limited to Owner, for any loss or damage to real or personal property belonging to third parties as a result of such unauthorized placement or storage.
- 6.) Resident shall not cause or permit the escape, disposal, or release of any biological chemical or other hazardous substance, or material on or in the apartment or apartment complex.
- 7.) Patios and balconies shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, boxes, mops, brooms, or other unsightly items shall be stored, hung, or draped on railings or other portions of the balcony or patio. Management has the right to refuse any belongings other than approved patio furniture and plants from all patios or balconies. Only Management approved door mats are allowed to be used at any and all door entrances. Any violations are subject to fine and management removal. No motorcycles or bicycles are allowed to be parked on patios.
- 8.) Moving boxes should not be left at entrances, hallways, patios, breezeways or common areas at any time. Boxes should be broken down before discarded into trash dumpsters or at other places designated by Management.
- 9.) Items too large for the trash chutes/compactors/dumpsters (if applicable) MAY NOT be left beside the trash chutes/compactors/dumpsters (if applicable). The resident should dispose of such items.
- 10.) All white blinds must remain on windows to present a uniform appearance. Drapes or shades installed by resident, when allowed, must be lined in white and present a uniform exterior appearance. No foil, flag, signs, exterior lights, markings, awnings or other projections shall be displayed or attached to the inside or outside of the building of which apartment is a part. Holiday decorations may be displayed, but must be removed within two weeks of the holiday.
- 11.) Recycling efforts are strongly encouraged of each resident to help in abiding with the City's Recycling Program.
- 12.) Valet Trash (if applicable) is not provided for the residents from . Trash containers are provided and must be set outside your doors between . All trash must be securely tied and in bags. Collection starts promptly at . Any containers that are not out during the posted collection times will not be picked up on that night. After collection, residents are required to bring containers inside by on the following morning. If container/trash is left out for any reason during non-designated times, you will be subject to a violation and a \$25 fine. Any container that is left outside before these hours will result in a fine. If the problem persists beyond the violation, the valet service will be terminated and disposing of trash will become the resident's responsibility. The replacement cost is for damaged or lost containers. Failure to pay the monthly trash service by the 4 of the month can result in a 5% late fee. Failure to pay the monthly trash service and all accrued late payment charges for any two (2) consecutive months shall constitute a default under the Rental Agreement whereby the Owner may terminate the tenancy under the Rental Agreement.

V. RENT

- 1.) Rent is due on the first of every month. If the total monthly rent payment and charges is not received by the office by the 3 of the month, you will be obligated to pay the late fee(s) per the lease agreement. Owner may terminate the lease if the resident is chronically late with rent payments. Chronically late payments are defined as paying rent after the due date on three or more occasions during occupancy. Personal checks will not be accepted after the of the month.
- 2.) All returned checks will be subject to a returned check fee of \$75 plus all accrued late fees. Payment for the NSF can only be accepted in certified funds. If management receives two returned checks during the lease term, all future payment must be made with certified funds.
- 3.) Cash is never accepted.

VI. PERSONAL SAFETY TIPS

- 1.) Security is the responsibility of each Resident and each guest. Owner and Owner's agents disclaim any implied or expressed warranties of security. Resident must take full responsibility of his/her own safety.
- 2.) Resident should ensure that all doors and windows are locked during resident's absence. Owner strongly urges resident to keep all doors and windows locked while resident is inside the apartment. Resident shall always call the local law enforcement agency whenever Resident is in need of security service; do not contact the management office. In the event of an emergency, call "911".
- 3.) Resident shall refrain from smoking in bed.
- 4.) Resident acknowledges that all smoke/carbon monoxide detectors are in good working order upon move in. Resident agrees that it is Tenant's duty to regularly test the smoke/carbon monoxide detectors and notify Owner in writing of any problems, malfunctions, defects or failure of the smoke/carbon monoxide detector. Resident is responsible to replace the smoke/carbon monoxide detector battery, if any, at anytime the existing battery becomes unserviceable. Tenant acknowledges and agrees to assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related the operation, malfunction, or failure of the smoke/carbon monoxide detector(s).
- 5.) Resident shall check door and window latches to be certain they are working properly and report any problems to management immediately for repair.
- 6.) If resident witnesses or suspects that a crime is occurring, resident must notify local law enforcement authorities.
- 7.) Lock out service is only provided during regular business hours at no charge. The property does not provide after hours lock out service. Residents are required to contact a locksmith for after hour lock out service. Proper photo identification will be required at the time of lock out. For your protection, no exceptions will be made.
- 8.) Lock changes are at the Resident's sole request for a charge of \$175 per lock, (if applicable).

VII. MAINTENANCE, REPAIRS AND ALTERATIONS

- 1.) Owner has the right to enter an apartment for preventative maintenance with appropriate notice or emergency purposes without appropriate notice.
- 2.) Resident shall report any sagging, warping, leaking, cracking, staining, holes or water accumulation related to the ceiling or floor to the management immediately upon noticing.
- 3.) No nails, screws, or adhesive hangers, except standard picture hooks, shade bracket and curtain rod brackets may be placed in walls, woodwork, or any part of apartment. No drilling or installing hooks, nails or other hardware in the ceiling. Resident is responsible for the removal of all nails and patching of any holes prior to vacating the apartment.
- 4.) Resident shall make no alterations or improvements to the exterior or interior of the apartment without the written permission of the Owner.
- 5.) Resident shall not allow any hair, thread, strings, rags, sanitary napkins or rubbish of any kind to enter drainage or waste pipes of the apartment. Any damage caused by the entry of one or more of such items into the drainage or waste pipes of the unit shall be resident's responsibility.
- 6.) Resident is prohibited from adding, changing or in any way altering the locks and latches in the apartment without written permission from the Owner.

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- 7.) Resident agrees to inspect and test all door and window locks and latches in the apartment during lease and shall immediately notify management in writing if any lock or latch fails to operate properly, if there is any change in the condition of any lock or latch, or in need of additional locks.
- 8.) Resident is responsible for properly maintaining the appliances in the apartment and using the appropriate cleaning products to maintain the quality of the appliances and countertops.
- 9.) Defacing or altering of the buildings, sidewalks, driveways, landscaping, etc., will be cause for immediate eviction.
- 10.) After office hours, maintenance is on call for emergencies only.
- 11.) Owner will furnish operable light bulbs in fixtures and batteries in smoke/carbon monoxide detectors at the time the Resident takes possession of the unit. During residency, the Owner shall be responsible to replace appliance bulbs only. All light bulb purchases shall not exceed the manufacturer's suggested wattage rating for the fixture. At the time of move out, all missing or inoperable bulbs will be charged at time plus materials as defined on the Cleaning/Charge Addendum.

VIII. PETS

- 1.) Resident acknowledges receipt of the Animal Addendum, which is hereby incorporated as part of the Lease. Resident further acknowledges that Owner has reviewed all of the above provisions with the Resident and that Resident understands and agrees to abide by all such provisions. Resident further understands that failure to abide by said provisions shall constitute a material breach in the Lease, and may result in termination of Resident's tenancy as provided in the Lease and/or law.
- 2.) At maturity, the pet's weight may not exceed lbs. with restrictions on all aggressive breeds including, but not limited to the following breeds: Pit Bulls; German Shepherds; Rottweilers; Staffordshire Terriers; American Bull Dogs; Dobermans; Wolf Mixes; Chows; Akitas and any mixes thereof. No pets under of age will be permitted. Proof of age is required.
- 3.) Resident must pay an additional security deposit of \$ of which is non-refundable. Each additional pet requires an additional security deposit of \$ and is non-refundable. The cost of any necessary repairs due to pet damage will be deducted from the deposit. Cost exceeding the deposit amount will be billed to the resident. A pet rent of \$25 per pet will be charged each month.
- 4.) No more than 2 pets allowed per apartment are permitted.
- 5.) Pets are never allowed to be tied up outside the apartment (i.e. balconies, patios, hallways, common areas, clubhouse, etc.) ALL PETS MUST BE ON A LEASH WHEN THEY ARE OUTSIDE. Pets are never allowed in the pool or clubhouse areas.
- 6.) As a courtesy to other residents, pets are to be walked on the outer perimeters of the property or in pet designated areas. You are responsible for picking up after your pets. Pet stations are provided throughout the property for your convenience. If you fail to pick up after your pet, you are subject to a \$50 fine.
- 7.) All residents must register their pet(s) and obtain management's permission, pay applicable deposits and pet fee/rents, sign an animal agreement and provide management with a pet photo and applicable certification of your pet(s) licensing and/or health prior to the pet(s) occupying the premises. Any unauthorized pets will subject the resident to rental penalties and/or eviction. Even a "visiting" pet, when allowed, must have management's prior written approval and is subject to a pay a Pet Deposit/Fee.
- 8.) Resident represents that the pet is a domesticated dog, cat or bird and is not vicious and of aggressive breed, and has not bitten, attacked, harmed or menaced anyone in the past.
- 9.) Resident is responsible for pet(s) at all times including but not limited to excessive barking or other noise caused by pet(s).
- 10.) Bark Park (if applicable) is for the enjoyment and courtesy of our pets/animals only. To enter Bark Park, a code may be necessary, given by Management and subject to change with appropriate notice. All rules and regulations concerning animal conduct are presented in the Animal Addendum. Use Bark Park at your own risk.

IX. PARKING/TRAFFIC RULES

- 1.) All vehicles, including motorcycles must be parked in the parking spaces provided. Vehicles parked in driving lanes, along painted curbs, along sidewalks, blocking other vehicles or any other place not designated for parking may be towed immediately, without further notice, at the vehicle owner's expense. Vehicles may not make excessive noise. Determination of "excessive" is left entirely to the sole discretion of management.
- 1.) Residents and guests may not store and/or park any trailer, mobile home, camper, camper cab, boat, or any other recreational item or vehicle, commercial or public vehicle, mini-bike, go cart, or off-road vehicle on the premises.
- 2.) Vehicles may not be washed or repaired on the property unless specifically allowed in a designated area. This includes changing oil, adjusting the brakes, and installing stereos or any minor repairs. Any leaks of oil, transmission fluid, etc. must be cleaned up by the owner to prevent damage to pavement. If management has to clean up any such spills, the car's owner will be charged accordingly. Car/Vehicle covers are prohibited.
- 4.) No junk cars, unlicensed or inoperative vehicles are permitted on the property.
- 5.) The speed limit throughout the community is 5 mph. All city traffic laws will apply. Failure to observe speed limit and/or endangerment to pedestrians, animals or cars may result in immediate eviction.
- 6.) In addition to the foregoing, Owner reserves the right to tow any vehicle in accordance to state statutes.
- 7.) Roller-skates/blades, skateboards, bicycles, etc. are not allowed in the parking lot area.
- 8.) Owner may impose additional parking regulations, including limiting the number of vehicles that you or your guests may park on the premises; requiring the use of tags on vehicles, and/or assigning parking spaces.
- 9.) All vehicles parked in parking garage/carport/reserved spaces (if applicable) must have a valid parking decal/tag visible in the front window and be registered with Management. Depending on the property, unpermitted vehicles may be permitted in specific locations within the parking garage or property as defined in the Parking Addendum. All other vehicles are subject to tow without notice at owner's expense. Registration of all Visitors and Resident vehicles may be required.
- 10.) Management will charge for replacement of each parking decal/tag (if applicable). Parking decals not returned at move out will also be subject to a replacement charge.
- 11.) Vehicles that are not attended to when an alarm is sounding off with-in one hour are subject to be towed at owner's expense.
- 12.) All guests must park in the designated guest/visitor parking areas.
- 13.) Parking in "Reserved" spaces designated for the Leasing Center and for Retail customers during office hours are prohibited and subject to tow (if applicable).

X. COMMUNITY FACILITIES

- 1.) General
 - A. Smoking, confetti, candles, alcoholic beverages, pets and any disturbing behavior are not permitted in the community facilities.
 - B. Guest and persons under the age of must be accompanied by an adult resident at all times.
 - C. Shirts and shoes must be worn in the clubhouse, leasing office and all indoor amenity areas. Sitting on furniture wearing a wet swimsuit or suntan oil is prohibited.
 - D. Guest(s) must be accompanied by Resident at all times.
 - E. I agree that under no circumstances will I be entitled to withhold rent or receive any rent abatement in the event an amenity is not functional, is altered, or unavailable. I acknowledge that the foregoing shall also be binding upon my heirs, successors and assigns.
 - F. Management reserves the right to reduce, modify or eliminate any access to amenities at any time. Furthermore, Management reserves the right to alter this policy and the amenities at any time. Resident(s) agrees that such action shall not be a breach of any obligation or warranty on the part of Management.
- 2.) Media Room and/or Movie Theater (if applicable)
 - A. Based on the property, these rooms may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of and deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
 - B. These room hours are.
 - C. Based on the property, these rooms cannot be reserved on major holidays, i.e. New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, July 4th, etc...
 - D. Red liquids are not permitted in these areas at any time.

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E. These rooms may be open during office hours or may require reservations be made through the office during office hours.

3.) Conference Room (if applicable)

- A. The Conference Room may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of and deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
- B. The Conference Room hours are .
- C. The Conference Room cannot be reserved on major holidays, i.e. New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, July 4th, etc...
- D. The Conference Room may permit access during business hours or may require reservations be made through the office during office hours.

4.) Business Center, E Lounge, Internet Cafe and/or Internet Lounge (if applicable)

- A. Resident(s) agree to use the business center at Resident(s) sole risk and according to the Community Rules.
- B. The hours for these locations are posted at each location.
- C. The coffee bar (if applicable) is available during the posted hours only.
- D. Resident(s) may receive and send outgoing faxes from the fax machine (if applicable). Outgoing long distance faxes will require a calling card number. Faxes sent from Management's fax machine are subject to a charge per page (posted).
- E. Owner is not responsible for data, files, programs or any other information lost or damaged on the Business Center computers or in the Business Center for any reason.
- F. No software may be loaded on the Business Center computers without the prior written approval of Management.
- G. No inappropriate, offensive or pornographic images or files (in the sole judgment of the Owner) will be viewed or loaded onto the Business Center computers at any time.
- H. Resident(s) will limit time on the computers to 30 minutes if others are waiting to use them.
- I. Red liquids are not permitted in these areas at any time.
- J. If reservations are permitted in these locations, the reservation must be made through the office during office hours.

5.) Game Room, Sports Lounge, Community Lounge and Club Rooms (if applicable)

- A. Based on the property, these areas may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$175 and deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
- B. These room hours are posted.
- C. Based on the property, these rooms cannot be reserved (if applicable) on major holidays, i.e. New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, July 4th, etc...
- D. Red liquids are not permitted in these areas at any time.
- E. These rooms may be open during office hours or may/may not require reservations be made through the office during office hours.

6.) Fitness Center, Health Club, The Spa and Sports Court (if applicable)

- A. To access the fitness facility or sport court, an access remote/card/code may be necessary.
- B. The fitness facility hours are 24/7.
- C. Resident(s) must accompany guests (if permitted) and no glass, smoking, alcoholic beverages and pets are permitted in the fitness facility.
- D. Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous. Further, users assume responsibility for any damage to, or loss of equipment while in their possession.
- E. Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- F. Resident(s) shall consult a physician before using any equipment in the fitness facility and before participating in any aerobics or exercise classes (if applicable), and will refrain from such use or participation unless approved by Resident's physician.
- G. Resident(s) will keep the fitness facility locked at all times during Resident's visit to the fitness facility.
- H. Appropriate clothing is to be worn at all times.
- I. Persons under the age of must be accompanied by an adult.
- J. Resident(s) and guests will adhere to the rules and regulations posted in the fitness facility and Management policies.
- K. All fitness equipment/towels are to remain in the fitness facility and not to be removed at any time.
- L. The fitness facility is not supervised. Resident(s) are solely responsible for their own appropriate use of the equipment. Management cannot be responsible for the safety of residents and their guest(s). Exercise at your own risk.
- M. The Sports Court may require reservations be made through the office during office hours (if applicable). The hours are .

7.) Tennis Court (if applicable)

- A. The hours are .
- B. Proper attire is required. Shoes without rubber soles are prohibited.
- C. Owner's and their representatives are not liable for any illnesses or injuries resulting from use of said equipment.
- D. No skateboarding, bicycles or rollerblading is allowed on the court.

8.) Volleyball Court and/or Basketball (if applicable)

- A. The hours are .
- B. Proper attire is required.
- C. No loud stereos or radios allowed.

9.) Bark Park (if applicable)

- A. Bark Park is for the private enjoyment of the pets/animals registered with Management only.
- B. The hours are 24 hours.
- C. To enter Bark Park a code may be necessary, given by Management and subject to change with appropriate written notice.
- D. Resident(s) and pets/animals will adhere to the rules and regulations posted at Bark Park and on the Animal Addendum.
- E. Pets/animals must be leashed, wearing a license and in your custody at all times.
- F. Pets/animals must be current on all vaccinations and be free of contagious disease and/or parasites.
- G. Please dispose of your pets/animals waste in the provided pet waste receptacles.
- H. Dogs in heat are prohibited from Bark Park.
- I. Use Bark Park at yours and your pet/animals own risk.

XI. POOL AND SPA

- 1.) Pool/Spa hours are posted at the pool.
- 2.) Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- 3.) To enter the pool area, a code, key, fob or card may be necessary. Management reserves the right to change the code or access permissions with proper notice.
- 4.) Management reserves the right to require and check wristbands, pool permits, fobs and/or government identification in order to authorize access or allow you and your guest(s) to occupy the Pool/Spa area. You are subject to a replacement cost of per wristband/pool permit in the event of damage or loss.
- 5.) Persons under the age of must be accompanied by an adult.

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- 6.) The pool is reserved exclusively for the use of Residents. Guests must be accompanied by Resident. No more than 2 guest(s) should be invited per leaseholder.
- 7.) No glass, pets, smoking or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- 8.) No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash and keeping pool gates closed.
- 9.) No toys, large inflatable or their objects will be allowed in pool.
- 10.) No lifeguard will be on duty unless by local ordinances. Owner assumes no responsibility for accident or injury, and is not responsible for articles lost, damaged or stolen. Residents and their guests must abide by all rules posted in or around the pool area and should observe any warning signs placed in or around the pool area. Residents should not swim alone.
- 11.) Proper swimming attire is required at all times. No thongs, t-backs or cut offs are allowed.
- 12.) Persons are not allowed in the pool or spa with diapers. No diaper changing will be allowed in the area surrounding the pool and spa.
- 13.) The pool and spa are not allowed for private parties. A fine and violation may apply.
- 14.) Do not soak in the spa for more than 15 minutes in one sitting. Persons using the pool and spa do so at their own risk.
- 15.) Resident must notify Owner any time there is a problem or safety hazard at the pool.

XII. FIRE HAZARDS

- 1.) Residents and guests will adhere to the community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
- 2.) No person shall knowingly maintain a fire hazard.
- 3.) Resident(s) under the age of must be accompanied by an adult at all times. No one under the age of eighteen (18) may operate the BBQ/Fireplace/Fire Pit at any time.
- 4.) This community does not permit gas grills on the patios/balconies. Gas Grills, gas BBQ's and any other outdoor cooking or open flame devices will be placed a minimum of feet from any building. No charcoal BBQ's are permitted. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- 5.) Only firewood is permitted in wood burning fireplaces/fire pits. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold. No wood is permitted in gas fireplaces/fire pits.
- 6.) Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- 7.) No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- 8.) Resident(s) are solely responsible for fines and penalties caused by their actions in violation of local fire protection code.
- 9.) Resident(s) and their guests shall not use the HVAC closet (i.e. air conditioning handler unit) and/or water heater closet as storage. The air conditioning handler unit closet door must be kept free of any blockage that would not allow proper air flow and therefore impede the normal function of the air handler. Any damage to the air handler that may occur as a result of improper usage of this closet or the storage of items in the air conditioning handler closet will be considered a lease violation. Residents will be responsible for any damages and/or repair costs associated with the use of this closet for improper storage and the items contained within.
- 10.) Resident acknowledges that a Fire Extinguisher has been provided in the unit showing a charge and a minimum rating of 1-A, 10-B: C (if applicable) or has been notified of the location of the nearest fire extinguisher in the building (if applicable). Owner neither makes, adopts nor assigns any warranty of any nature regarding the Extinguisher and expressly disclaims all warranties of fitness for a particular purpose, merchantability or habitability or any and all other expressed or implied warranties. Resident acknowledges that the Owner is not liable for damage or loss to any person or property caused by: Residents failure to inspect or maintain the Extinguisher applicable by law, residents failure to notify the Owner or Owner's failure to cure any problem, defect malfunction or failure of the Extinguisher, unless otherwise required by law and theft of the Extinguisher. Resident will comply with all standards applicable to the location and placement of the Extinguisher in the unit including the standard adopted by the Local Fire Dept. stating that the Extinguisher should be at the kitchen entryway, accessible and no closer than five feet from the cooking appliance and the resident knows how to use the Extinguisher in case of a fire and will comply with all manufacturers operating standards, guidelines and instructions with respect to the use, maintenance and operation of the Extinguisher. Tenant acknowledges and agrees to assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction, or failure of the Extinguisher including replacement. In the event that Resident has any concerns or questions regarding fire safety, Resident agrees to call the local fire dept to ask the appropriate questions. In the event of an emergency, Resident agrees to call "911".

XIII. MISCELLANEOUS

- 1.) Insurance coverage maintained by Owner does not protect residents from loss of personal property by theft, fire water damage, etc. Each resident is required to obtain renter's insurance protecting his personal property and provide proof of coverage with a minimum coverage of \$100,000 Personal Liability Insurance. Resident is urged to mark all valuables with identifying numbers or symbols.
- 2.) If someone is to enter Resident's apartment during Resident's absence, resident must give Owner permission in writing to release a key.
- 3.) If Resident desires to transfer from one apartment to another during their tenancy, the resident must follow terms and conditions listed in the Transfer Agreement.
- 4.) Resident shall notify management in writing of any anticipated extended absence from the premises in excess of seven (7) days no later than the first day of the extended absence.
- 5.) Smoking is prohibited in elevator(s) and all common areas.
- 6.) All residents with bistro sets and their balconies will assume liability and responsibility for any damages to, or loss of the property while in your possession.
- 7.) Water Beds and other water furniture are not permitted without prior written permission of the Owner.
- 8.) You must complete a satellite addendum and abide by its terms prior to installation or use. It is not permitted on any parking area, roof, exterior wall or building, window, windowsill, fence or common area. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- 9.) Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Resident's apartment several times a year and as needed to prevent insect infestation. Owner will notify Resident's in advance of extermination in Resident's apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible to prepare the apartment for extermination in accordance with the Owner's instruction. Residents must request extermination treatments in addition to those regularly provided by the Owner in writing. Residents agree to perform the tasks required by Owner, per the instruction, on the day of the interior extermination to ensure the safety and effectiveness of the extermination. The buildings and common areas are serviced on a rotating schedule.

XIV. Photographs, Digital Images, Video

Residents agrees to allow owner, management and their respective subsidiaries, media contacts, associated press, and vendors the right to record the image and/or voice of the resident, and grants owner and management all rights to use these sound, still, or moving images in any and all media, now or hereafter known, and for any purpose whatsoever unless prohibited by law. You hereby release owner, management and their respective subsidiaries, media contacts, associated press and vendors all rights to exhibit this work in all media including and not limited to electronic from publicly or privately. You waive any rights, claims or interest you may have to control the use of your or your occupants', guests' or invitees' identity or likeness in the sound, still or moving images and agree that any still described herein may be made without compensation or consideration to you, your occupants, guests or invitees.

XV. Group E-Mail and Text Communication

In the event you provided an email address or cell phone number to us, we may send important announcements via e-mail and/or text such as an emergency water shut off, change in office hours, etc. In addition, you may receive other promotional community messages, such as resident satisfaction surveys, surveys, resident referral messages, and various resident service reminders from our team via text or email. If you do not want to be included in group messages via e-mail or text, you may opt out of receiving future group correspondence in this manner.

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XVI. Automate Electronic Payment

In the event your community uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via "Automated Clearing House" (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day. Automated electronic payments include ACH transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Collectively, "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System. There are advantages for you in paying your rent via automated electronic payments, including:

- Greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check;
- No late charges since your rent will be paid timely, assuming there are sufficient funds in your checking account;
- Greater security since there is little or no chance that a check signed by you will fall into the wrong hands or get lost in the mail; and
- Proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.

Electronic check conversion is a process in which your check is used as a source of information (for the check number, your account number, and the number that identifies your financial institution). The information is then used to make a one-time electronic payment from your account (an electronic fund transfer). The check itself is not the method of payment. Your electronic transaction may be processed faster than a check. Be sure you have enough money in your account at the time you make a purchase. Your financial institution will not return any checks that are converted, even if you normally receive your original checks or images of those checks with your statement. Always review your regular account statement from your financial institution. You should immediately contact your financial institution if you see a problem. You have only 60 days (from the date your statement was sent) to tell the financial institution about a problem. Depending on the circumstances, the financial institution may take up to 45 days from the time you notify it to complete its investigation. Your checking account statement will contain information about your payment, including the date, the check number, the name of the person or company you have paid, and the amount of the payment.

XVII. Short-Term or Vacation Rental Service

The use of short-term or vacation rental service or any other similar short-term service shall be strictly prohibited, and shall be a material violation of the terms of the lease. All occupants must be named on the lease; as well, all persons over the age of 18 who occupy the apartment for any length of time must be screened and approved by the management. Authorized guests shall be exempt from the screening and occupant naming requirements, but no person in any short-term/vacation rental shall be deemed to be an authorized guest.

I/We the undersigned have read understand and will comply with all of the Rules and Regulations listed above. I/We further understand that failure to comply with these Rules and Regulations may result in temporary or permanent suspension of use of facilities, issuance of a Three Day Notice to Quit or Comply, or eviction at the sole discretion of Management.

THIS IS A BINDING LEGAL DOCUMENT, READ ENTIRE CONTRACT AND ANY ADDENDUMS BEFORE SIGNING.

Resident(s):
(All Residents must sign)

_____	_____
_____	_____
_____	_____

Owner or Owner's Representative:

Owner's Representative

EDOCUMENT SIGNER
Roberto Orozco
SIGNED 7/11/2023 AT 4:02PM CDT

HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 4:00PM CDT

BRENDA BREWSTER
AND JOAN MARIE BREWSTER
Brenda Brewster
SIGNED 7/11/2023 AT 3:52PM CDT

ADULT CO-HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 3:53PM CDT

MORGAN
CAROLINE WATERFORD LAKES
FITNESS CENTER AND SPORT COURT ADDENDUM

This Addendum ("Addendum") dated 07/10/2023 is made a part of the Rental Agreement ("Lease") dated 07/10/2023 between CAROLINE WATERFORD LAKES Apartments "Owner/Agent" and Steven Brewster, Brenda Brewster, Stevon Brewster "Resident" regarding the premises located #307 ("the Unit")

The undersigned hereby requests permission to utilize the athletic and exercise facilities and equipment (the "Facilities") provided by Morgan Group Property Management, LLC for (the "Apartment Complex"). I have inspected the Facilities and am aware that use of the Facilities involves certain risks of injury. In consideration of the permission granted to me to use the Facilities, I assume the risk of any and all accidents, illnesses and injuries of any kind, including death, which may be sustained by me by reason of or in connection with my attendance at or use of the facilities. In addition, I agree that none of the Apartment Complex or any of its owners, owners' successors or assigns, officers, agents representatives or employees shall be liable or responsible for or on account of any such accident, illness, injury or death regardless of whether caused by the negligence, wrongful acts, omissions or breach of warranty of any of them regardless of whether strict liability would otherwise be applicable, and I release, discharge and absolve the Apartment Complex and its owners, owner's successors and assigns, officers, agents, representatives and employees from any and all liability and responsibility for or on account of any such accident, illness, injury or death.

I hereby covenant and agree to indemnify and hold harmless the Apartment Complex, its owners, owner's successors and assigns, officer's agents, representatives and employees from any and all losses, costs, claims, damages, injuries or liabilities, whatsoever, whether or not based on negligence, wrongful acts, omissions, breach of warranty or strict liability, arising out of or in any way connected with my use of the Facilities. I do hereby state and represent that under no circumstances will I take or allow or cause any action whatsoever against the owners, owner's successors and assigns, officers agents, representatives, employees or operators of the Facilities to recover money damages or other compensation or obtain any other remedy resulting from my use of the Facilities of the Apartment Complex. I agree to abide by all rules and regulations governing the use of the Facilities and all directories of the Apartment Complex staff.

I expressly state that I have read, understand and am familiar with this document and all its provisions and that I have full knowledge of the nature and extent of the risks incident to an inherent in my use of the Facilities. I hereby voluntarily and knowingly assume those risks and I understand that I will be solely responsible for any injury, loss or damage, including death, which I may sustain while using the Facilities and that by this release, I relieve the Apartment Complex and its owners, owner's successors and assigns, officer's agents, representatives and employees from any and all liability for such injury, loss, damage or death. I expressly state that I am in good health and that I have no physical limitations which would preclude my safe use of the Facilities. I am at least 18 years of age and otherwise legally competent to sign this release. This release shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. I understand that by signing this release, I give up any right to bring a court action to recover compensation or obtain any other remedy for any injury to myself or my property, or for my death, however caused, arising out of my use, now or in the future, of the Facilities of the Apartment Complex or while participation in any event, lesson or I HAVE READ AND UNDERSTAND THIS RELEASE AND THAT I DO ADOPT IT IN ITS ENTIRETY.

Executed on: 07/10/2023

Resident(s):
HEAD OF HOUSEHOLD
All Residents must sign
Steven Brewster
SIGNED 7/11/2023 AT 4:00PM CDT
STEVEN BREWSTER
Steven Brewster
SIGNED 7/11/2023 AT 3:54PM CDT
Stevon Brewster

7/11/2023

Date
7/11/2023

Date

Date

Date

BRENDA BREWSTER
HEAD OF HOUSEHOLD
Brewster
SIGNED 7/11/2023 AT 3:52PM CDT

7/11/2023

Brenda Brewster

Date

Date

Date

Owner's Representative

Date

**MORGAN
CAROLINE WATERFORD LAKES
RESIDENT SERVICE RELEASE OF LIABILITY ADDENDUM**

For and in the consideration of **Caroline Waterford Lakes** ("Owner") offering a convenience to the Residents of Apartment No. 307 hereby Resident Services (if applicable), including but not limited to Dry Cleaning Services, Pest Control and Wi-Fi Services are provided to the Residents, the Undersigned agrees to the following:

- 1.) Neither Owner, Owner's managing agent ("Manager") nor their respective agents, contractors or employees are responsible or liable for any loss, damage or injury that Resident might sustain as a result of any Resident Services provided to Resident by Owner, Manager, their respective agents, contractors or employees. Resident agrees that Resident on behalf of Resident or Resident's family, guests or other occupants, shall never make demand upon, look to, institute or prosecute suit against Owner, Manager, or any of their respective agents, contractors, employees representative, their heirs, successors or assigns, for damages, costs, loss of personal property, damage or personal injury as a result of or arising out of any Resident Services provided by Owner, Manager, their respective agents, contractors or employees.
- 2.) Resident hereby releases, indemnifies and holds harmless Owner, Manager and their respective agents, contractors, and employees from and against any and all claims, causes of action, demands, costs or expenses, including court costs and attorney fees, arising out of or in any way related to any and all Resident Services provided to Resident to by owner, Manager and their respective agents, contractors and employees at **Caroline Waterford Lakes**.
- 3.) In the event that the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control.

Executed on: 07/10/2023

Resident(s):
HEAD OF HOUSEHOLD
 All Residents must sign)
 Steven Brewster
SIGNED 7/11/2023 AT 4:00PM CDT
 Steven Brewster
SIGNED 7/11/2023 AT 3:54PM CDT
 Steven Brewster

7/11/2023

Date
7/11/2023

Date

Date

Date

BRENDA BREWSTER
HEAD OF HOUSEHOLD
 Brenda Brewster
SIGNED 7/11/2023 AT 3:52PM CDT
 Brenda Brewster

7/11/2023

Date

Date

Date

Owner's Representative:

Date

**MORGAN
CAROLINE WATERFORD LAKES
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

This Electronic Package Delivery Addendum is attached to and becomes a part of the Lease Contract for Apt. No 307 in the Caroline Waterford Lakes Apartments located at 12000 BRYONIA ROAD in ORLANDO, FL (“Apartments”).

Whereas, the Apartments do not accept packages and deliveries on your behalf, or on behalf of any other Resident;

Whereas, the Apartments offer electronic package delivery service through a third-party vendor, Luxer One, LLC (“Luxer One”), and Resident has elected to utilize the electronic package delivery service offered by Luxer One to receive its packages and deliveries at the Apartments and further agrees to the following:

1. Resident acknowledges that the Apartments do not, and will not accept, packages or deliveries by or on behalf of Resident, or on behalf of any other occupant, family, guest or invitee of Resident. Resident agrees to notify all of its occupants, family, guests and invitees that the Apartments do not, and will not accept, packages or deliveries by or on behalf of Resident, or on behalf of any other occupant, family, guest or invitee of Resident.
2. Resident agrees to sign-up and register with Luxer One at www.luxerone.com and pay all fees associated with same to receive packages and deliveries at the Apartments solely through Luxer One’s lockers located at the Apartments. All packages will be delivered to the Luxer One lockers located at the Apartments. Oversized packages, as determined by Luxer One, will be returned to the courier hub. Resident agrees to assume all risks of loss, delay and damage and maintain the appropriate levels of insurance in the event that Resident has any packages delivered to the Luxer One lockers.
3. Resident acknowledges that the Apartments have no control over Luxer One, its website or the processing of any orders, shipments, packages or deliveries through Luxer One. Resident further acknowledges that the Apartments have no control over the Luxer One lockers located at the Apartments. The Luxer One lockers are controlled solely by Luxer One and the Apartments cannot grant access to the lockers, cannot provide codes to access the lockers or provide any way of accessing any items contained within the lockers. **Access to the lockers can only be acquired through Luxer One.** Further, should Luxer One’s website fail, or the code that is provided to you by Luxer One not work, you acknowledge and that the Apartments have no way of providing you with any access codes and you agree to look solely to Luxer One to resolve the issue and provide you with a working code.

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**MORGAN
CAROLINE WATERFORD LAKES
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

4. Resident is solely responsible for picking up any packages delivered to the Apartments and may be subject to pay storage fees, as required by Luxer One, if packages are held in the Luxer One lockers beyond the allowable time frame per the terms of the agreement with Luxer One. Should Resident incur additional fees with Luxer One, Resident acknowledges and understands that the Apartments have no way of reducing, waiving or altering the fees assessed by Luxer One. Further, Resident acknowledges and understands that the only way to access the lockers is to pay Luxer One directly for any and all fees, costs and expenses it alleges are due and owing.

5. RESIDENT, ITS OCCUPANTS, FAMILY, GUESTS AND INVITEES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE APARTMENTS, THE APARTMENTS' OWNER, THE MANAGING AGENT AND ENTITY FOR THE APARTMENTS AND THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, RELATED ENTITIES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEBTS, DEMANDS, ACTIONS, CAUSES OF ACTION (AT LAW OR IN EQUITY), LAWSUITS, DELAYS, DAMAGES, INJURIES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURIES, DAMAGES, ATTORNEY'S FEES, COSTS, DELAYS, LOST WAGES, PAIN AND SUFFERING, MEDICAL EXPENSES, POSSIBLE FUTURE MEDICAL EXPENSES, OR OTHER EQUITABLE OR COMMON LAW RELIEF FOR ANY CAUSES OF ACTION, OBLIGATIONS, CONTRACTS, TORTS, OR SUIT, OF WHATEVER CHARACTER, FIXED OR CONTINGENT, LIQUIDATED OR UNLIQUIDATED, ARISING OUT OF OR IN ANY WAY RELATING TO THIS ELECTRONIC PACKAGE DELIVERY ADDENDUM, THE SERVICES PROVIDED BY LUXER ONE, THE RESIDENT'S AGREEMENT WITH LUXER ONE, THE LUXER ONE LOCKERS LOCATED AT THE APARTMENTS OR THE FAILURE OF RESIDENT TO RECEIVE ANY PACKAGE OR DELIVERY SENT TO THE APARTMENTS OR THE LUXER ONE LOCKERS AT THE APARTMENTS, REGARDLESS OF WHETHER IT IS ALLEGED OR PROVEN THAT SUCH CLAIMS, CAUSES OF ACTION, DEMANDS, COSTS OR EXPENSES ARE CAUSED, IN WHOLE OR IN PART, BY THE JOINT, CONCURRENT OR SOLE NEGLIGENCE, FAULT, ACTS OR OMISSIONS OF ANY INDEMNIFIED PARTY. THE FOREGOING RELEASE AND INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE LEASE.

6. This Electronic Package Delivery Addendum shall be construed and enforced in accordance with the laws of the State of FL. Resident hereby acknowledge, stipulates and agrees that any dispute arising out of or in any way relating to this Electronic Package Delivery Addendum, the services provided by Luxer One, the Resident's Agreement with Luxer One, the Luxer One lockers located at the Apartments or the failure of Resident to receive any package or delivery sent to the Apartments or the Luxer

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One lockers at the Apartments, shall be subject to jurisdiction solely within a court of competent in Orange, FL.

- 7. Should a court of competent jurisdiction determine liability against the Apartments, the Apartments' owner, the managing agent and entity for the Apartments, or any of their respective agents, representative, employees, officers, directors, successors and assigns or related entities, then the parties herein agree that the maximum liability for same shall not exceed \$150.00.

- 8. If any provision of this Electronic Package Delivery Addendum is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

Executed on 07/10/2023

Resident or Residents:

Date:

Signature

Printed Name

Signature

Printed Name

Owner or Owner's Representative:

Date:

Signature

Printed Name

EDOCUMENT SIGNER
Roberto Orozco
SIGNED 7/11/2023 AT 4:02PM CDT

HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 4:00PM CDT

BRENDA BREWSTER
HEAD OF HOUSEHOLD
Brenda Brewster
SIGNED 7/11/2023 AT 3:52PM CDT

ADULT CO-HEAD OF HOUSEHOLD
Steven Brewster
SIGNED 7/11/2023 AT 3:54PM CDT