



APARTMENT LEASE CONTRACT



Date of Lease Contract: October 4, 2024 (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):

Joanne Whitehouse, David Whitehouse

[Blank lines for additional names]

and us, the owner: Bermuda Estates at Ormond Beach, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 04104A, at 4000 St. Georges Rd Unit 104A

(street address) in Ormond Beach (city), Florida, 32174 (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.

The [] Owner or [X] Manager of these apartments is Arlington Properties

whose address is 2 North 20th Street Suite 700 Birmingham AL, 35203

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: 100 Hamilton Circle Ormond Beach, FL 32174

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):

[Blank lines for additional occupants]

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 3 days without our prior written consent. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.

The initial term of the Lease Contract begins on the 4th day of October, 2024, and ends at 11:59 p.m. the 3rd day of January, 2026.

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 \$ 1664.00 (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.

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 \$ 200.00, 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: Regions Bank

whose address is P.O Box 11007, Birmingham, AL 35209

[] 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.

ju dw Initials of Resident. Resident acknowledges receiving a copy of F.S. 83.49(2)(d) which provides as follows:

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

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

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

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

5. **KEYS.** You will be provided 2 apartment key(s), 2 mailbox key(s), _____ FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1664.00 per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
- at our online payment site, or
- at _____

Prorated rent of \$ 1502.97 is due for the remainder of [check one]: 1st month or 2nd month, on October 4, 2024.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don't pay all rent on or before the 2nd day of the month, you'll pay a late charge. Your late charge will be (check one) a flat rate of \$ _____ or 10 % of your total monthly rent payment. You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations provisions are intended to be liquidated damages since the added

costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

7. **UTILITIES.** We'll pay for the following items, if checked:
 water gas electricity master antenna.
 wastewater trash cable TV
 other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected— including disconnection for not paying your bills— until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident shall not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

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 Landlord, they will be allocated first to non-rent charges and to rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Florida law.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are [check one] required to purchase personal liability insurance not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

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.

See 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.

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

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 defleaing, 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 representations 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.

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

100 Hamilton Circle

Ormond Beach, FL 32174

(386) 615-7253

Name and address of locator service (if applicable)

SPECIAL PROVISIONS (CONTINUED FROM PAGE 3) Market rent is \$1,664.00 per month. Monthly Market discount is \$140.00 per month. Monthly rent is \$1,524.00 per month. Liability waiver is \$12.00 per month. Valet trash is \$30.00 a month. Total monthly rent is \$1,566.00 per month. ** Rent is due no later than the 2nd day of every month. As of the 3rd, a 10% late fee will be applied. Rent will automatically go Month to Month at the end of your lease term provided you do not give a 60 day notice prior to your lease expiration. Rent will be increased to market rent plus a \$400.00 Month to Month fee ** If lease break occurs and option 1 is selected, term fee will be due at the time of signing a 60 day notice to vacate. Tenant agrees, before posting any negative reviews, pictures, or any other information on any website or social media site about the premises or landlord to give the Community Manager ten (10) days written notice of the underlying issues. If warranted per the lease, and landlord timely corrects the issue, tenant agrees not to post or disclose the concern or matter on the internet. You will pay \$75.00 for each returned check or rejected electronic payment.





ADDITIONAL SPECIAL PROVISIONS
Becomes part of Lease Contract



DWELLING DESCRIPTION. 4000 St. Georges Rd Unit 104A

(street address), 04104A (unit no. if applicable) in Ormond Beach (city), Florida, 32174 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract Date: October 4, 2024

Owner's name: Bermuda Estates at Ormond Beach, LLC

Residents (list all residents): Joanne Whitehouse, David Whitehouse

1. Roommate Add On and Release Policy: Bermuda Estates charges a \$400.00 roommate addition and/or release fee per person being added or released during a lease agreement. If a roommate is released at the end of the lease agreement, there will be no roommate release fee. If a resident is being added at the end of the lease agreement a roommate addition fee per person in the amount of \$400.00 will be required. With roommate additions and releases, everyone remaining on the lease and/or being added will be charged a \$75.00 application fee per person and will need to be requalified. Proof of income for those remaining on the lease and/or being added to the lease will be required. 2. Transfer Policy: Transferring in the middle of the lease is subject to a \$650 transfer fee. Transferring at the end of the lease is subject to application fees, half off administrative fee, a new security deposit, and all additional lease fees/charges will be required. 3. Lease terms under 10 months is subject to a \$85.00 monthly short term lease fee additional to the rent. 4. There is a mandatory monthly liability waiver fee as of January 1, 2021. This fee is in addition to rent in the amount of \$12.00. Although renter's insurance is no longer required we highly recommend it. 5. Late Policy: Rent, additional lease charges and water/sewer and trash is due on the 1st of the month. You have until the 2nd of the month to make full payment of these charges. Additional \$30 Valet trash fee is due on the 1st of each month. 6. Pet Policy: All pets including visiting pets are required to be registered with the office. Pet fees including pet rent and pet documentation is required to be paid and approved before the pet can reside at Bermuda Estates. A mandatory DNA test in the amount of \$75 has to be paid and conducted for all dogs, no exceptions. Any pet owner who does not comply with the pet addendum and pet policy will be charged: Offense 1- \$150.00; Offense 2- \$250.00; Offense 3- \$350.00 and legal proceedings will commence at your expense.

Resident or Residents
(All residents must sign)

Date of Signing Addendum

Joanne L. Whitehouse

09/03/2024

David William Whitehouse

09/03/2024

Owner or Owner's Representative

Date of Signing Addendum

Sharon Martinez Amis

09/03/2024





LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT



1. DWELLING UNIT DESCRIPTION.

Unit No. 04104A, 4000 St. Georges Rd Unit 104A (street address) in Ormond Beach (city), Florida, 32174 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 4, 2024 Owner's name: Bermuda Estates at Ormond Beach, LLC

Residents (list all residents): Joanne Whitehouse, David Whitehouse

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)

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

Monthly Discount/Concession. The rent indicated in the Lease Contract includes a Monthly Discount of \$ 140.00 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)

- 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.

Market rent is \$1,664.00 per month. Monthly Market discount is \$140.00 per month. Monthly rent is \$1,524.00 per month. Liability waiver is \$12.00 per month. Valet trash is \$30.00 a month. Total monthly rent is \$1,566.00 per month. Concessions or discounts are only for full lease completion. If full lease is not completed, all concession or discounts will have to be paid back to the Community with a cashier check or money order.

Resident or Residents (All residents must sign)

Owner or Owner's Representative (signs here)

Joanne L. Whitehouse
David William Whitehouse

Sharon Martinez Amis

Date of Lease Contract

October 4, 2024



Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING DESCRIPTION.

4000 St. Georges Rd Unit 104A

 (street address), 04104A (unit no. if
 applicable) in Ormond Beach
 (city), Florida, 32174 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 4, 2024
 Owner's name: Bermuda Estates at Ormond Beach, LLC

Residents (list all residents):
Joanne Whitehouse, David Whitehouse

The term of this Addendum is as follows:
 Begins on October 4th, 2024 and
 ends on January 3rd, 2026.

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. A. NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the dwelling or community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked you affirmatively represent and warrant that as of the date of this Lease and throughout the term of the Lease each of the animals described below is suited for living in the community; does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to your ownership or possession of the animal. You understand and agree that our approval of the animal to live in the dwelling is expressly conditioned upon truthful disclosures and representations above, that nothing occurs during the term of the Lease that would make the disclosures or representations inaccurate or untrue and that we would not have approved the animal had you disclosed

that it was dangerous, unsuited for dwelling living, or had previously injured someone or damaged property. You may keep the animal that is described below in the dwelling until the Lease Contract expires.

But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of \$ 0.00 will be charged. We *[check one]* will consider, or will not consider this additional security deposit the 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 animal 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.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 0.00. The monthly rent amount in the Lease Contract *[check one]* includes does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time fee of \$ 0.00 for the animal. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or community.

Animal's name: NO PET
 Type: _____
 Breed: _____
 Color: _____
 Weight: _____ Age: _____
 City of license: _____
 License no.: _____
 Date of last rabies shot: _____
 Housebroken? _____
 Animal owner's name: _____

Animal's name: NO PET
 Type: _____
 Breed: _____
 Color: _____
 Weight: _____ Age: _____
 City of license: _____
 License no.: _____
 Date of last rabies shot: _____
 Housebroken? _____
 Animal owner's name: _____

Animal's name: NO PET
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: NO PET
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

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

Management reserves the right of refusal of any animal. The following breeds are prohibited: Pit Bulls and Staffordshire Terriers, Doberman Pinschers, Chow Chows, Rottweilers, Presa Canarios, German Shepherds or any mix including any of the above breeds. Animals with a predominant physical characteristics of one of the above breeds are also prohibited. Pet fee and Pet rent are non-refundable and are not applied to damages. All residents are required to pick up after pet and use appropriate areas as well as have pet on leash at all times while on property. All violations will result in a fine per occurrence and could affect residency status.

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

11. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

- Inside, the animal may urinate or defecate *only* in these designated areas: _____
- Outside, the animal may urinate or defecate *only* in these designated areas: _____
- Animals may not be tied to any fixed object anywhere outside the dwellings, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwellings.
- Your animal must be fed and watered inside the dwelling. Don't leave animal food or water outside the dwelling at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.

- Unless we have designated a particular area in your dwelling or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose.

If we allow animal defecation inside the dwelling in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

- You will have the animal vaccinated and/or receive any shots or medical care as required by law. You will also obtain any licenses and/or permits for the animal as required by law. We may request proof of necessary vaccinations, licenses or permits at any time. Your failure to provide us such information is a material breach of this Lease Contract.

12. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

14. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

15. OUR REMOVAL OF ANIMAL. In some circumstances, we may enter the dwelling and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.

You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

17. MOVE-OUT. When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

18. JOINT AND SEVERAL RESPONSIBILITY. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

19. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All resident's must sign)

Joanne L. Whitehouse

David William Whitehouse

Owner or Owner's Representative
(Signs below)

Sharon Martinez Amis

Date of Signing Addendum

09/03/2024





UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated October 4, 2024 between Bermuda Estates at Ormond Beach, LLC

("We" and/or "we" and/or "us") and Joanne Whitehouse, David Whitehouse

("You" and/or "you") of Unit No. 04104A located at 4000 St. Georges Rd Unit 104A (street address) in Ormond Beach, FL 32174

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: 8 [] If flat rate is selected, the current flat rate is \$ per month. [X] 3rd party billing company if applicable Oates Energy
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: 8 [] If flat rate is selected, the current flat rate is \$ per month. [X] 3rd party billing company if applicable Oates Energy
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 [X] trash bills will be billed by the service provider to us and then allocated to you based on the following formula: 4 [X] If flat rate is selected, the current flat rate is \$ 15.00 per month. [X] 3rd party billing company if applicable Oates Energy
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 [] stormwater 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
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 [X] pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: 4 [X] If flat rate is selected, the current flat rate is \$ 5.00 per month. [X] 3rd party billing company if applicable Oates Energy
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

- 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 5 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>25.00</u>	(not to exceed \$ <u>50.00</u>)
Monthly Administrative Billing Fee:	\$ <u>5.00</u>	(not to exceed \$ <u>15.00</u>)
Late Fee:	\$ <u>0.00</u>	(not to exceed \$ <u>0.00</u>)
Final Bill Fee:	\$ <u>25.00</u>	(not to exceed \$ <u>50.00</u>)

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 \$ 75.00.
- 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.

Water, sewer, trash and pest control bill is due in full on the 1st of the month with your rent payment. Late Fee will be billed on the 3rd. This bill is sent directly to your mailbox from Oates Energy, but must be paid to Bermuda Estates with your rent. Valet trash is additional to your rent and will be applied each month on the 1st of the month. Valet trash is \$30.00 a month. In addition, Electric accounts not set up for day of move in or any accounts disconnected before lease term ends and scheduled move out date is set, will incur a \$25 noncompliance fee, and the electric usage will be charged back to the account. Valet Trash fee of \$30 is due on the first day of each month.

Resident Signature	<u>Joanne L. Whitehouse</u>	Date	<u>09/03/2024</u>
Resident Signature	<u>David William Whitehouse</u>	Date	<u>09/03/2024</u>
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Management	<u>Sharon Martinez Amis</u>	Date	<u>09/03/2024</u>



Date: August 27, 2024
 (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. 04104A, 4000 St. Georges Rd
Unit 104A
 _____ (street address) in
Ormond Beach
 _____ (city), Florida, 32174 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 4, 2024
 Owner's name: Bermuda Estates at Ormond Beach, LLC

Residents (list all residents):
Joanne Whitehouse, David Whitehouse

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)

Joanne L. Whitehouse

David William Whitehouse

Owner or Owner's Representative
(Signs below)

Sharon Martinez Amis

Date of Signing Addendum

09/03/2024

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.



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 DESCRIPTION.

4000 St. Georges Rd Unit 104A

 (street address), **04104A** (unit no. if
 applicable) in **Ormond Beach**
 (city), Florida, **32174** (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: **October 4, 2024**
 Owner's name: **Bermuda Estates at Ormond
 Beach, LLC**

Residents (list all residents):
Joanne Whitehouse, David Whitehouse

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.

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. 04104A, 4000 St.
Georges Rd Unit 104A
_____ (street address) in,
Ormond Beach
(city), Florida 32174
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 4, 2024
Owner's name: Bermuda Estates at Ormond Beach, LLC

Residents (list all residents):
Joanne Whitehouse, David Whitehouse

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 1 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 reception.

- 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 \$ 200000.00, 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 \$ 500.00 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:

An Additional \$100,000 Insurance coverage must be obtained and maintained throughout your residency. The dish must be on a tripod within your patio or balcony area only, and can't be attached to the building, railings or landscaping in any way. Any damage caused by the satellite will be a cost to the resident to repair.

Resident or Residents
(All residents must sign here)

Joanne L. Whitehouse

David William Whitehouse

Owner or Owner's Representative
(signs here)

Sharon Martinez Amis

Date of Lease Contract

October 4, 2024





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: Bermuda Estates at Ormond Beach, LLC

Resident(s): Joanne Whitehouse, David Whitehouse

Dwelling No./Address: #04104A, 4000 St. Georges Rd Unit 104A, Ormond Beach, FL 32174

Lease Date: 10/04/2024

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 [] DOES; [X] 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.

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 60 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 24 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 0 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 Part 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.

Information on the Liability Waiver with Contents Program

\$100k Liability

\$15k contents – contingent

* \$15k only available if liability limit (100K) not met

(Ex. This means any damage to the building is paid FIRST, so if there is 95k of building damage, only 5k of personal contents could be covered- total 100k)

Some things included in a typical HO4 renters' policy that are **NOT** included in LWC:

- Bodily injury coverage
- Loss of rental income
- Power failure off premises
- Business data*
- Water/sewer backup*

*May be included in HO4 (Ho4 policy is a full renters insurance policy that you would need to obtain separately – you should reach out to your preferred insurance agency or Epremium will be happy to set you up on a full coverage policy – 1-800-319-1390)

■■■ Coverage for contents only in four walls of unit

■■■ \$500 deductible (\$1000 burglary)

I have read, understand, and agree with the information above regarding the Liability with Contents Program

Resident Signature Joanne L. Whitehouse

Date 09/03/2024

Resident Signature David William Whitehouse

Date 09/03/2024

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Witness Signature Sharon Martinez Amis

Date 09/03/2024

LEASE ADDENDUM

PROPERTY DAMAGE LIABILITY WAIVERSM

All rentals are required to carry and maintain property damage liability coverage. The resident is responsible for damages caused by the resident or resident's guests. Your rental is included in the Property Damage Liability WaiverSM and therefore subject to an additional rent of \$ 12.00 per month. Payment of this additional rent in accordance with the terms of your residential rental agreement waives your obligation to indemnify the property owner for damages arising from fire, smoke, explosion, water discharge or sewer backup caused by your accidental acts or omissions as further described in your rental agreement up to \$100,000 per occurrence. **THIS WAIVER ONLY WAIVES YOUR LIABILITY TO THE PROPERTY OWNER AND DOES NOT WAIVE YOUR LIABILITY TO ANY THIRD PARTIES. THIS WAIVER ONLY APPLIES TO DAMAGE CAUSED BY YOUR ACCIDENTAL ACTS OR OMISSIONS AND DOES NOT APPLY TO DAMAGES CAUSED BY YOUR DELIBERATE OR INTENTIONAL ACTS OR OMISSIONS. THIS WAIVER ONLY APPLIES UP TO \$100,000 PER OCCURRENCE; ANY AMOUNT IN EXCESS OF \$100,000 REMAINS SUBJECT TO THE TERMS OF THE RENTAL AGREEMENT.** In situations where the property owner's covered damages are under \$100,000, and subject to the terms of any applicable owner insurance policy, personal property coverage may be available as an amenity (up to \$15,000), provided that in no event shall the sum of the property owner's covered damages and all amounts paid to affected rentals exceed \$100,000.

NOTICE TO RESIDENTS: THE PROPERTY DAMAGE LIABILITY WAIVERSM ONLY WAIVES YOUR OBLIGATION TO INDEMNIFY THE OWNER FOR DAMAGES CAUSED BY YOUR ACCIDENTAL ACTS OR OMISSIONS AS DESCRIBED HEREIN. BY PARTICIPATING IN THE PROPERTY DAMAGE LIABILITY WAIVERSM, YOU ARE NOT ACCEPTING, ENROLLING, OR PURCHASING AN INSURANCE POLICY NOR ARE YOU BEING LISTED AS A NAMED INSURED UNDER ANY OWNER POLICY. THE PROPERTY DAMAGE LIABILITY WAIVERSM IS NOT A RESIDENT'S INSURANCE POLICY NOR IS IT INTENDED TO REPLACE A RESIDENT'S PERSONAL PROPERTY OR LIABILITY INSURANCE POLICY. ALL RESIDENTS SHOULD CONSULT AN INSURANCE PROFESSIONAL TO EVALUATE AND DETERMINE PERSONAL INSURANCE NEEDS.

ju dw I understand that I am not enrolling or purchasing an insurance policy.

ju dw I understand that this is not intended to replace personal property or liability insurance and that it is highly recommended that I purchase a separate renters insurance policy on my own behalf.

Resident understands and agrees that Arlington may discontinue participation in the Property Damage Liability Waiver program at any time. If Arlington does discontinue participation in the Property Damage Liability Waiver program, you will be provided a notice in which you will need to obtain any property damage liability coverage required by the Lease or that you deem necessary for your personal circumstances. Resident also understands and agrees that in the event the Property is sold or transferred, or in the event that Arlington no longer manages the Property, that the new owner and/or manager may not choose to participate in the Property Damage Liability Waiver. In the event that the new owner and manager do not participate in the Property Damage Liability, you will need to obtain any property damage liability coverage required by the Lease or that you deem necessary for your personal circumstances. You will need to contact the new manager or owner to determine whether the new owner or manager will participate in a similar program.

By signing below, you acknowledge that you have read and understand this entire Addendum and agree to be legally bound hereby.

Resident Signature: Joanne L. Whitehouse Date: 09/03/2024

Resident Signature: David William Whitehouse Date: 09/03/2024

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____



**LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT**
Becomes part of Lease Contract



1. DWELLING DESCRIPTION.

4000 St. Georges Rd Unit 104A

(street address), 04104A (unit no. if applicable) in Ormond Beach (city), Florida, 32174 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 4, 2024

Owner's name: Bermuda Estates at Ormond Beach, LLC

Residents (list all residents):

Joanne Whitehouse, David Whitehouse

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. 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, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

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 (including damage to our property), in a minimum policy coverage amount of \$ 10000.00, from a carrier with an AM Best rating of 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. We retain the right to hold you responsible for any loss in excess of your insurance 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. However, you are free to contract for the required insurance with a provider of your choosing.

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, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

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, and we shall be entitled to exercise all rights and remedies under the law.

9. MISCELLANEOUS. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

10. SPECIAL PROVISIONS:

A mandatory liability waiver fee of \$12.00 will be applied monthly additional to rent and any other lease charges. Renter Insurance is still highly recommended. All lease holders must be referenced on the policy and Bermuda Estates must be listed as an interested party with all correspondence sent to 100 Hamilton Circle Ormond Beach, FL 32174.



CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING DESCRIPTION.

4000 St. Georges Rd Unit 104A

(street address), 04104A (unit no. if applicable) in Ormond Beach (city), Florida, 32174 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 4, 2024

Owner's name: Bermuda Estates at Ormond Beach, LLC

Residents (list all residents):

Joanne Whitehouse, David Whitehouse

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. 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. For purposes of this Addendum, the term "Premises" shall include the dwelling, all common areas, all other dwellings on the property or any common areas or other dwellings on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

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 Resident's dwelling.
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:

Blank lines for special provisions.

Resident or Residents (sign here)

Joanne L. Whitehouse

David William Whitehouse

Date of Signing Addendum

09/03/2024

09/03/2024

Owner or Owner's Representative (signs here)

Sharon Martinez Amis

Date of Signing Addendum

09/03/2024



VALET TRASH ADDENDUM

This Valet Trash Addendum is incorporated into the Lease Contract between Bermuda Estates at Ormond Beach, LLC and Joanne Whitehouse, David Whitehouse

and subject to conditions stated herein, Resident hereby certifies that they will abide by the valet trash program rules and schedule.

Valet trash service will be provided for each resident **5 nights per week (Sunday, Monday, Tuesday, Thursday, Friday)**. The cost for trash collection is per month. A container will be provided to each resident and must be used in conjunction with the valet trash service. Containers with bagged trash should be placed outside front door only between the hours of **5:00 PM - 7:00 PM**. Service will begin after **2/28/2022**. All trash must be in bags, securely tied and bags must be placed in the trash receptacle bin provided. No loose trash, cardboard boxes nor bulk items will be collected. After collection, residents are required to bring containers inside your home the following morning by **8:00 AM**.

Containers are the property of Affinity Waste Solutions. It is the responsibility of each resident to keep his or her container clean. There will be a **\$50.00** charge to the resident if an additional or replacement container is needed or if you should take the container with you when you move out. If any resident misses service on the service pick up dates/times, it is their responsibility to bring the trash to the designated community trash compactor or keep the trash inside his or her apartment home until the next collection evening. Please contact the Customer Care for Affinity Waste Solutions if your trash is not picked up between 7 p.m.-12 a.m. **Sunday, Monday, Tuesday, Thursday or Friday at (407) 952-1092.**

There is no valet trash collection provided on Wednesday and Saturday. The Valet Trash does not service on the following Holidays: Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas, New Year's Eve and New Year's Day. Containers/trash may NOT be left out for any reason during non-designated times. If not complied with, resident will receive a warning. If after the first warning the resident is again in violation, a fine of **\$85.00** will be issued. If this problem continues beyond that, his or her container may be removed and the valet trash service for that resident will be terminated and disposing of trash will become the resident's responsibility.

3-Step Process

1. Securely TIE bags and place them in the Affinity Waste bin provided.
2. Place your Affinity Waste bin next to your door between **5:00 PM - 7:00 PM**.
3. Bring your empty Affinity Waste bin inside your home the next morning by **8:00 AM**.

Proper Disposal To Prevent Violations

- Bags may not be placed directly on the ground.
- Securely tie all bags placed in the Affinity Waste bin. 13-gallon garbage bags are the maximum size allowed. No grocery bags.
- Bring receptacle bin back inside by **8:00 AM**.
- No loose trash or liquids are allowed in bin. This includes dog waste bags.
- Please wrap sharp or glass objects to protect the safety of the collection personnel.
- Double bag cat litter.
- Cardboard boxes or bulk items are the responsibility of the resident. Please break down any boxes and bring to the community trash compactor.
- 2 bags of trash maximum per night.
- No broken glass or syringes.
- Trash or trash bin is not permitted to be outside on Wednesdays and Saturdays nor the observed Holidays nor during a non-collection time.

By signing this addendum, you are stating that you are fully aware of the program rules for the valet trash service and the penalties that may be incurred.

04104A

Apt #

Joanne L. Whitehouse

Resident Signature

David William Whitehouse

Resident Signature

Resident Signature

Resident Signature

Resident Signature

Resident Signature

Sharon Martinez Amis

Agent for Owner

09/03/2024

Date

09/03/2024

Date

Date

Date

Date

Date

09/03/2024

Date



LEASE ADDENDUM FOR INTRUSION ALARM



1. DWELLING UNIT DESCRIPTION.

Unit No. 04104A, 4000 St. Georges Rd Unit 104A Ormond Beach (city), Florida, 32174 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 4, 2024 Owner's name: Bermuda Estates at Ormond Beach, LLC

Residents (list all residents): Joanne Whitehouse, David Whitehouse

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.

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:

Alarms are not maintained by Bermuda Estates. Alarms may be activated if by resident choice and at residents expense. Bermuda Estates is not responsible or liable to the functioning of any alarm.

Resident or Residents (All residents must sign here)

Joanne L. Whitehouse David William Whitehouse

Owner or Owner's Representative (signs here)

Sharon Martinez Amis

Date of Lease Contract

October 4, 2024



Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Joanne L. Whitehouse

Sharon Martinez Amis

David William Whitehouse

Date of Signing Addendum

09/03/2024





PACKAGE ACCEPTANCE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 04104A, 4000 St. Georges Rd Unit 104A Ormond Beach 32174

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 4, 2024 Owner's name: Bermuda Estates at Ormond Beach, LLC

Residents (list all residents): Joanne Whitehouse, David Whitehouse

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. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 5 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)).

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.

As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours.

7. SEVERABILITY.

If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

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

Packages are NOT allowed to be accepted at the office.

Resident or Residents (All residents must sign)

Joanne L. Whitehouse David William Whitehouse

Owner or Owner's Representative (Signs below)

Sharon Martinez Amis

Date of Signing Addendum

09/03/2024





LEASE ADDENDUM REGARDING
U.S. SERVICEMEMBERS' CIVIL RELIEF ACT
(Each Resident must sign a separate Addendum)



1. DWELLING UNIT DESCRIPTION.

4000 St. Georges Rd Unit 104A
(street address), 04104A (unit no.
if applicable) in Ormond Beach
(city), Florida, 32174 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 4, 2024
Owner's name: Bermuda Estates at Ormond
Beach, LLC

Residents (list all residents):
Joanne Whitehouse, David Whitehouse

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. REASON FOR ADDENDUM. In order to allow Residents who
are active duty servicemembers with the Army, Navy, Air
Force, Marines or Coast Guard (whether on active duty with
the regular armed services, National Guard or Reserves) or
officers in the Commissioned Corps of the U.S. Public Health
Service or the National Oceanic and Atmospheric
Administration (collectively "Servicemember") to meet their
military service obligations, and further, in order to comply
with the requirements of the U.S. Servicemembers Civil Relief
Act ("SCRA") and the Florida Residential Landlord and Tenant
Act, Owner and each Resident have executed this Addendum
to disclose whether Resident is now, or at any time during
their residency will become, an active duty Servicemember.

4. MILITARY STATUS - NOTICE REQUIREMENT.

The undersigned Tenant [] is or [] is NOT a Servicemember
entitled to benefits under the SCRA. Resident agrees to notify
Owner in writing at any time, if and when Resident's military
status changes. Resident acknowledges, understands, and
agrees that unless Resident verifies active duty Servicemember
status either in this Addendum or by separate written notice
to the Owner, this Addendum may be utilized by the Owner
to file a non-military affidavit in any court of law to comply
with the SCRA and to serve as conclusive evidence that
Resident is not an active duty Servicemember, to the extent
provided by law.

5. SERVICEMEMBER INFORMATION (if applicable)

(a) Servicemember's branch of the Armed Forces, National
Guard, Public Health Service or NOAA:

(b) Servicemember's Name and Unit:
Joanne Whitehouse

(c) Servicemember's Service Identification Number:

6. OTHER RIGHTS UNCHANGED. This Addendum is separate
from the Lease and does not, except as expressly stated herein,
modify any of the contractual rights and duties of the Resident
or the Owner set forth in the Lease Contract.

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

RESIDENT ACKNOWLEDGES THAT HE/SHE/THEY HAVE READ THIS ADDENDUM AND
UNDERSTAND THE TERMS AND CONDITIONS CONTAINED HEREIN.

Prospective Resident or Resident

Joanne L. Whitehouse

Owner or Owner's Representative

Sharon Martinez Amis

Date of Signing Addendum

09/03/2024



E-SIGNATURE CERTIFICATE

This certificate details the actions recorded during the signing of this Document.



DOCUMENT INFORMATION

Status	Signed
Document ID	459775884
Submitted	09/03/24
Total Pages	40
Forms Included	Apartment Lease Form, Additional Special Provisions, Addendum for Rent Concession, Animal Addendum, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Choice of Damages, Early Termination Addendum, Satellite Dish or Antenna Addendum, Community Policies, Rules, & Regulations, Liability Waiver Contents Signature Addendum, Additional Liability Waiver Addendum, Renter's or Liability Insurance Addendum, Crime/Drug Free Housing Addendum, FL Valet Trash Addendum, Intrusion Alarm Addendum, Photo, Video, and Statement Release Addendum, Package Acceptance Addendum, Lease Addendum Regarding U.S. Servicemembers' Civil Relief Act

PARTIES

Joanne L. Whitehuse

signer key: 52ad608be47591edafc0c51a5d42dffa

IP address: 184.91.62.22

signing method: Blue Moon eSignature Services

authentication method: eSignature by email joanne@tntsouth.com

browser: Mozilla/5.0 (Windows NT 10.0; Win64; x64; rv:130.0) Gecko/20100101 Firefox/130.0

Joanne L. Whitehuse

David William Whitehouse

signer key: f44b6f828e36e269f4d77bf3f8e55802

IP address: 184.91.62.22

signing method: Blue Moon eSignature Services

authentication method: eSignature by email david@tntsouth.com

browser: Mozilla/5.0 (Windows NT 10.0; Win64; x64; rv:129.0) Gecko/20100101 Firefox/129.0

David William Whitehouse

Sharon Martinez Amis

signer key: b4dd79e9b57424e1848ef6ac2ebcbe15

IP address: 104.10.131.151

signing method: Blue Moon eSignature Services

authentication method: eSignature by email bermudaestates@arlingtonproperties.net

Sharon Martinez Amis

(Community Manager)

DOCUMENT AUDIT

1	09/03/24 02:23:04 PM CDT	Joanne L. Whitehuse accepted Consumer Disclosure
2	09/03/24 02:24:13 PM CDT	Joanne L. Whitehuse initialed Apartment Lease Form
3	09/03/24 02:24:34 PM CDT	Joanne L. Whitehuse signed Apartment Lease Form
4	09/03/24 02:24:36 PM CDT	Joanne L. Whitehuse dated Apartment Lease Form
5	09/03/24 02:24:41 PM CDT	Joanne L. Whitehuse signed Additional Special Provisions

DOCUMENT AUDIT CONTINUED

6	09/03/24 02:24:42 PM CDT	Joanne L. Whitehiuse dated Additional Special Provisions
7	09/03/24 02:24:49 PM CDT	Joanne L. Whitehiuse signed Addendum for Rent Concession
8	09/03/24 02:24:56 PM CDT	Joanne L. Whitehiuse signed Animal Addendum
9	09/03/24 02:25:02 PM CDT	Joanne L. Whitehiuse signed All-In-One Utility Addendum
10	09/03/24 02:25:04 PM CDT	Joanne L. Whitehiuse dated All-In-One Utility Addendum
11	09/03/24 02:25:10 PM CDT	Joanne L. Whitehiuse signed Bed Bug Addendum
12	09/03/24 02:25:16 PM CDT	Joanne L. Whitehiuse signed Mold Information and Prevention Addendum
13	09/03/24 02:25:20 PM CDT	Joanne L. Whitehiuse initialed Choice of Damages, Early Termination Addendum
14	09/03/24 02:25:23 PM CDT	Joanne L. Whitehiuse checked box on Choice of Damages, Early Termination Addendum
15	09/03/24 02:25:25 PM CDT	Joanne L. Whitehiuse signed Choice of Damages, Early Termination Addendum
16	09/03/24 02:25:26 PM CDT	Joanne L. Whitehiuse dated Choice of Damages, Early Termination Addendum
17	09/03/24 02:25:30 PM CDT	Joanne L. Whitehiuse signed Satellite Dish or Antenna Addendum
18	09/03/24 02:25:37 PM CDT	Joanne L. Whitehiuse signed Community Policies, Rules, & Regulations
19	09/03/24 02:25:38 PM CDT	Joanne L. Whitehiuse dated Community Policies, Rules, & Regulations
20	09/03/24 02:25:45 PM CDT	Joanne L. Whitehiuse dated Liability Waiver Contents Signature Addendum
21	09/03/24 02:25:46 PM CDT	Joanne L. Whitehiuse signed Liability Waiver Contents Signature Addendum
22	09/03/24 02:25:51 PM CDT	Joanne L. Whitehiuse initialed Additional Liability Waiver Addendum
23	09/03/24 02:25:54 PM CDT	Joanne L. Whitehiuse initialed Additional Liability Waiver Addendum
24	09/03/24 02:25:56 PM CDT	Joanne L. Whitehiuse signed Additional Liability Waiver Addendum
25	09/03/24 02:25:58 PM CDT	Joanne L. Whitehiuse dated Additional Liability Waiver Addendum
26	09/03/24 02:26:02 PM CDT	Joanne L. Whitehiuse signed Renter's or Liability Insurance Addendum
27	09/03/24 02:26:07 PM CDT	Joanne L. Whitehiuse signed Crime/Drug Free Housing Addendum
28	09/03/24 02:26:08 PM CDT	Joanne L. Whitehiuse dated Crime/Drug Free Housing Addendum
29	09/03/24 02:26:12 PM CDT	Joanne L. Whitehiuse signed FL Valet Trash Addendum
30	09/03/24 02:26:13 PM CDT	Joanne L. Whitehiuse dated FL Valet Trash Addendum
31	09/03/24 02:26:17 PM CDT	Joanne L. Whitehiuse signed Intrusion Alarm Addendum
32	09/03/24 02:26:21 PM CDT	Joanne L. Whitehiuse signed Photo, Video, and Statement Release Addendum
33	09/03/24 02:26:25 PM CDT	Joanne L. Whitehiuse signed Package Acceptance Addendum
34	09/03/24 02:26:28 PM CDT	Joanne L. Whitehiuse signed Lease Addendum Regarding U.S. Servicemembers' Civil Relief Act
35	09/03/24 02:26:33 PM CDT	Joanne L. Whitehiuse submitted signed documents
36	08/27/24 08:59:11 PM CDT	David William Whitehouse accepted Consumer Disclosure
37	09/03/24 02:16:59 PM CDT	David William Whitehouse initialed Apartment Lease Form
38	09/03/24 02:17:08 PM CDT	David William Whitehouse signed Apartment Lease Form
39	09/03/24 02:17:10 PM CDT	David William Whitehouse dated Apartment Lease Form
40	09/03/24 02:17:19 PM CDT	David William Whitehouse signed Additional Special Provisions
41	09/03/24 02:17:21 PM CDT	David William Whitehouse dated Additional Special Provisions
42	09/03/24 02:17:26 PM CDT	David William Whitehouse signed Addendum for Rent Concession
43	09/03/24 02:17:31 PM CDT	David William Whitehouse signed Animal Addendum
44	09/03/24 02:17:38 PM CDT	David William Whitehouse signed All-In-One Utility Addendum
45	09/03/24 02:17:39 PM CDT	David William Whitehouse dated All-In-One Utility Addendum
46	09/03/24 02:17:44 PM CDT	David William Whitehouse signed Bed Bug Addendum
47	09/03/24 02:17:50 PM CDT	David William Whitehouse signed Mold Information and Prevention Addendum
48	09/03/24 02:17:59 PM CDT	David William Whitehouse signed Choice of Damages, Early Termination Addendum
49	09/03/24 02:18:00 PM CDT	David William Whitehouse dated Choice of Damages, Early Termination Addendum
50	09/03/24 02:20:33 PM CDT	David William Whitehouse initialed Choice of Damages, Early Termination Addendum
51	09/03/24 02:20:36 PM CDT	David William Whitehouse checked box on Choice of Damages, Early Termination Addendum
52	09/03/24 02:18:05 PM CDT	David William Whitehouse signed Satellite Dish or Antenna Addendum

DOCUMENT AUDIT CONTINUED

53	09/03/24 02:18:10 PM CDT	David William Whitehouse signed Community Policies, Rules, & Regulations
54	09/03/24 02:18:11 PM CDT	David William Whitehouse dated Community Policies, Rules, & Regulations
55	09/03/24 02:18:19 PM CDT	David William Whitehouse signed Liability Waiver Contents Signature Addendum
56	09/03/24 02:18:20 PM CDT	David William Whitehouse dated Liability Waiver Contents Signature Addendum
57	09/03/24 02:18:27 PM CDT	David William Whitehouse initialed Additional Liability Waiver Addendum
58	09/03/24 02:18:28 PM CDT	David William Whitehouse initialed Additional Liability Waiver Addendum
59	09/03/24 02:18:30 PM CDT	David William Whitehouse signed Additional Liability Waiver Addendum
60	09/03/24 02:18:31 PM CDT	David William Whitehouse dated Additional Liability Waiver Addendum
61	09/03/24 02:18:36 PM CDT	David William Whitehouse signed Renter's or Liability Insurance Addendum
62	09/03/24 02:18:39 PM CDT	David William Whitehouse signed Crime/Drug Free Housing Addendum
63	09/03/24 02:18:40 PM CDT	David William Whitehouse dated Crime/Drug Free Housing Addendum
64	09/03/24 02:18:43 PM CDT	David William Whitehouse signed FL Valet Trash Addendum
65	09/03/24 02:18:45 PM CDT	David William Whitehouse dated FL Valet Trash Addendum
66	09/03/24 02:18:49 PM CDT	David William Whitehouse signed Intrusion Alarm Addendum
67	09/03/24 02:18:52 PM CDT	David William Whitehouse signed Photo, Video, and Statement Release Addendum
68	09/03/24 02:19:00 PM CDT	David William Whitehouse signed Package Acceptance Addendum
69	09/03/24 02:19:03 PM CDT	David William Whitehouse signed Lease Addendum Regarding U.S. Servicemembers' Civil Relief Act
70	09/03/24 02:20:48 PM CDT	David William Whitehouse submitted signed documents
71	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis accepted Consumer Disclosure
72	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Apartment Lease Form
73	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis dated Apartment Lease Form
74	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Additional Special Provisions
75	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis dated Additional Special Provisions
76	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Addendum for Rent Concession
77	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Animal Addendum
78	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis dated Animal Addendum
79	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed All-In-One Utility Addendum
80	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis dated All-In-One Utility Addendum
81	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Bed Bug Addendum
82	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis dated Bed Bug Addendum
83	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Mold Information and Prevention Addendum
84	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Choice of Damages, Early Termination Addendum
85	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Satellite Dish or Antenna Addendum
86	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Community Policies, Rules, & Regulations
87	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis dated Community Policies, Rules, & Regulations
88	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Liability Waiver Contents Signature Addendum
89	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis dated Liability Waiver Contents Signature Addendum
90	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Additional Liability Waiver Addendum
91	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Renter's or Liability Insurance Addendum
92	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Crime/Drug Free Housing Addendum
93	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis dated Crime/Drug Free Housing Addendum
94	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed FL Valet Trash Addendum
95	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis dated FL Valet Trash Addendum
96	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Intrusion Alarm Addendum
97	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Photo, Video, and Statement Release Addendum
98	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis dated Photo, Video, and Statement Release Addendum
99	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Package Acceptance Addendum

DOCUMENT AUDIT CONTINUED

100	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis dated Package Acceptance Addendum
101	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis signed Lease Addendum Regarding U.S. Servicemembers' Civil Relief Act
102	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis dated Lease Addendum Regarding U.S. Servicemembers' Civil Relief Act
103	09/03/24 02:33:05 PM CDT	Sharon Martinez Amis submitted signed documents