

P05000024330

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



600087858126

02/12/07--01018--017 \*\*35.00

*Amend*  
*[Signature]*

FILED  
07 FEB/12 PM 1:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** Deerfield Enterprises, Inc.

**DOCUMENT NUMBER:** P05000024330

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Adam Rabin  
(Name of Contact Person)

Dimond Kaplan + Rothstein, PA.  
(Firm/ Company)

525 Flagler Dr. Suite 200  
(Address)

West Palm Beach, FL 33401  
(City/ State and Zip Code)

For further information concerning this matter, please call:

Adam Rabin at ( 561 ) 671-1920  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
is enclosed)

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

Deerfield Enterprises, Inc.

(Name of corporation as currently filed with the Florida Dept. of State)

FILED  
07 FEB 12 PM 1:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

P05000024330

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

**NEW CORPORATE NAME (if changing):**

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")  
(A professional corporation must contain the word "chartered," "professional association," or the abbreviation "P.A.")

**AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE)** Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (**BE SPECIFIC**)

Susan NORRIS D, CEO, President

Adam Rabin Esq. Registered Agent

Dimond Kaplan + Rothstein, PA

525 Flagler Dr. Suite 200

WPB, FL 33401

(See Attachment from Dimond Kaplan + Rothstein

5 pages attached.

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

(continued)

The date of each amendment(s) adoption: 1-30-07

Effective date if applicable: 1-30-07  
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- ☐ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by \_\_\_\_\_."  
(voting group)

- ☒ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature Susan Norris  
(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Susan Norris  
(Typed or printed name of person signing)

President.  
(Title of person signing)

**FILING FEE: \$35**



DIMOND KAPLAN & ROTHSTEIN, P. A.  
ATTORNEYS AT LAW

Trump Plaza - 525 S Flagler Dr Suite 200  
West Palm Beach, FL 33401  
Tel 561 671 1920  
Fax 561 671 1951  
www.dkrpa.com

*Offices in Miami and West Palm Beach*

**VIA FEDERAL EXPRESS**

February 1, 2007

Bradley T. Ray  
Geotec Thermal Generators, Inc.  
110 E. Atlantic Ave., Suite 200  
Delray Beach, FL 33444

Dear Mr Ray:

On behalf of Susan Norris, I am enclosing copies of the following documents:

1. Written Consent of the Majority Shareholder of Deerfield Enterprises, Inc. in Lieu of Special Meeting; and
2. Written Consent of the Board of Directors of Deerfield Enterprises, Inc. in Lieu of Special Meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adam T. Rabin', with a long horizontal stroke extending to the right.

Adam T. Rabin

Enclosures

**WRITTEN CONSENT OF THE MAJORITY SHAREHOLDER  
OF DEERFIELD ENTERPRISES, INC.  
IN LIEU OF SPECIAL MEETING**

January 30, 2007

The undersigned, representing a majority of the outstanding shares of common voting stock (the "Majority Shareholder"), of Deerfield Enterprises, Inc., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), does hereby consent, without a formal meeting of the shareholders of the Corporation, to the adoption of the following resolutions:

**RESOLVED**, that effective as of the date hereof that Bradley I. Ray and all other persons purporting to serve as a director for the Corporation are hereby removed from the board of directors for the Corporation:

**FURTHER RESOLVED**, that the board of directors for the Corporation shall consist of one person only;

**FURTHER RESOLVED**, that Susan Norris is hereby elected as the sole member of the board of directors of the Corporation; and

**FURTHER RESOLVED**, that any party receiving an executed copy, a photocopy, a facsimile, or an electronic transmission by e-mail, which contains an electronic image of the document and requisite signatures of these resolutions, may rely hereon;

-- Signature on the following page --

IN WITNESS WHEREOF, the undersigned has caused this Written Consent to be executed  
as of the date first written above

State of Florida  
County of Palm Beach

**MAJORITY SHAREHOLDER:**

Name: Susan Norris  
Susan Norris

On 11/31/07 Susan Norris appeared before me and  
provided Darren's license as proof of identity

Harvey S. Goldstein  
Harvey S. Goldstein



Harvey S. Goldstein  
Commission # DD347116  
Expires: AUG 16, 2008  
Bonded Through  
Reading Co., Inc.

**WRITTEN CONSENT OF THE MAJORITY SHAREHOLDER  
OF DEERFIELD ENTERPRISES, INC.  
IN LIEU OF SPECIAL MEETING**

January 30, 2007

The undersigned, representing a majority of the outstanding shares of common voting stock (the "Majority Shareholder"), of Deerfield Enterprises, Inc., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), does hereby consent, without a formal meeting of the shareholders of the Corporation, to the adoption of the following resolutions:

**RESOLVED**, that effective as of the date hereof that Bradley I Ray and all other persons purporting to serve as a director for the Corporation are hereby removed from the board of directors for the Corporation:

**FURTHER RESOLVED**, that the board of directors for the Corporation shall consist of one person only;

**FURTHER RESOLVED**, that Susan Norris is hereby elected as the sole member of the board of directors of the Corporation; and

**FURTHER RESOLVED**, that any party receiving an executed copy, a photocopy, a facsimile, or an electronic transmission by e-mail, which contains an electronic image of the document and requisite signatures of these resolutions, may rely hereon;

-- Signature on the following page --



IN WITNESS WHEREOF, the undersigned has caused this Written Consent to be executed  
as of the date first written above

State of Florida  
County of Palm Beach

**MAJORITY SHAREHOLDER:**

Name: Susan Norris  
Susan Norris

On 1/31/07 Susan Norris appeared before me and  
provided Driver's License as proof of identity

Harvey S. Goldstein  
Harvey S. Goldstein



Harvey S. Goldstein  
Commission # DD347116  
Expires: AUG 16, 2008  
Bonded thru  
Reading Co., Inc.

# Crystal Palms

## RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement was made and entered into on the 1<sup>st</sup> day of January 2007 by and between Crystal Palms APARTMENT COMMUNITY, hereinafter referred to as "Landlord or Lesser", whose address is 6874 Palmetto Circle South, FL 33433, its successors and/or assigns, of the following described premises: Apartment No. 405 at 6258 Palmetto Circle S. #405, Boca Raton, FL 33433, and the parties listed below, hereinafter referred to as "Resident or Lessee,"

Name	Date of Birth
<u>Joseph McQuade</u>	<u>10/07/1948</u>
_____	_____
_____	_____
_____	_____

with the following people as Occupants:

_____	_____
_____	_____

1. **OFFER TO LEASE:** Resident agrees to pay rent and other charges as set forth below, and Landlord acknowledges receipt of the sums set forth below:

	Paid Prior to Occupancy	Received at Lease Signing
<b>RENT:</b>		
Base Monthly Rent (\$1,425.00)	\$0.00	\$1,425.00
Apartment Rent Prorated to 1st of following month	\$0.00	\$0.00
Short Term Monthly Premium	\$0.00	\$0.00
Washer/Dryer Rent	\$0.00	\$0.00
Pet Rent	\$0.00	\$0.00
Carport/Garage Rent	\$0.00	\$0.00
Last Month Rent - unpaid	\$0.00	\$0.00
<b>DEPOSITS:</b>		
Security Deposit	\$0.00	\$0.00
Location of Security Deposit: Bank of America-N.A., P.O. Box 25118, Tampa, FL 33622-5118		
Pet Deposit (considered part of security deposit)	\$0.00	\$0.00
<b>ADDITIONAL FEES:</b>		
Pet Fee (per Pet Addendum, non-refundable)	\$0.00	\$0.00
Processing Fee (non-refundable)	\$0.00	\$0.00
Credit Check Fee (non-refundable)	\$0.00	\$0.00
Other (describe)	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>

Lessor has delivered and Lessee has accepted those addenda and/or contracts indicated below:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Rental Concessions Addendum | <input checked="" type="checkbox"/> Rules and Regulations      | <input type="checkbox"/> Pet Addendum                     |
| <input type="checkbox"/> Mold & Mildew Addendum      | <input checked="" type="checkbox"/> Hurricane Shutter Addendum | <input type="checkbox"/> Authorization to Accept Packages |
| <input type="checkbox"/> Amenity Key/Car Addendum    | <input type="checkbox"/> Guaranty Agreement                    | <input type="checkbox"/> Intrusion System Addendum        |
| <input type="checkbox"/> Storage Unit Addendum       | <input type="checkbox"/> Satellite Dish Addendum               | <input checked="" type="checkbox"/> Other                 |

2. **TERM:** The term of this Lease shall be for the period set forth below:

Lease Beginning Date: January 1, 2007 Lease Ending Date: December 31, 2007 Move-in date: Renewal

Initials Jmco  
Initials \_\_\_\_\_

The term of this Lease shall be for the period set forth above. In the event that the subject demised premises is not available to Resident for occupancy on the commencement date of this Lease as aforesaid due to construction delays or the failure of a prior resident to timely vacate the premises, or for any other reason beyond the control of the Landlord, the Landlord shall not be liable to Resident for any damages arising from same, and this lease shall remain in full force and effect. In such event, however, the Resident shall not be responsible for paying rent to Landlord on a prorated basis for those days during the first calendar month of occupancy that the subject demised premises was not available for occupancy by Resident. Upon the failure of Landlord to deliver possession to Resident within ten (10) days after written demand by Resident, Resident may declare this Agreement null and void and of no force or effect from its inception and Landlord shall refund to Resident any security deposit and/or other amounts paid Landlord by Resident in conjunction with this Lease Agreement only.

3. **MOVE-IN DATE:** Rental shall be due from that date until the end of the month in the sum of \$1,425.00. Resident's possession of the premises shall commence on the move in date. The fact that Resident occupies the premises prior to the term of this Lease as defined in paragraph hereinabove shall in no way affect the term of this lease. Performance of all obligations, covenants and conditions shall be due from both manager and resident as of the move-in date.

THIS Residential Lease Agreement was made and entered into on the date set forth hereinabove, by and between the parties, stated above, with Residents listed jointly and severally if more than one.

4. **DEMISE.** In exchange for valuable consideration including, without limitation, the promise by Resident to pay landlord the rental payments set forth herein, and the performance by Resident of all other terms, conditions and covenants contained in this residential lease agreement as well as any addenda hereto (any and all such addenda are incorporated herein by reference and made a part hereof) Landlord agrees to lease to Resident and Resident agrees to lease from Landlord the Apartment at the address described above.

5. **RENT.** The Resident agrees to pay to Landlord in advance at the commencement date of this Lease and thereafter on the first day of each and every consecutive calendar month thereafter, by personal check, money order or cashier's check, the monthly rental amount set forth hereinabove. It is agreed that at no time shall cash be accepted by Landlord for payment of rent. For purposes of this Lease Agreement it shall be irrefutably presumed that Resident has not paid rent unless Resident can produce a canceled check or money order purporting to prove rent has been paid to Landlord. If this Lease commences on a date other than the first day of the month, the Resident shall be responsible for paying Landlord a prorated amount of said rent based upon the actual number of days in the first month of the tenancy that Resident occupied the Apartment. This amount shall be payable in advance to Landlord. All late fees and returned or dishonored check fees referred to in paragraph six (6) of this Agreement shall be deemed as additional rent for the purposes of this Agreement. Landlord may proceed with an action for possession and breach of contract at the expiration of the Three Day Notice. If Resident will be absent from the premises for more than fourteen days, Resident must notify Landlord in writing.

6. **LATE PAYMENT AND RETURNED CHECKS AND CHARGES:**

i.) A Seventy-five Dollars and no/100 (\$75.00) sum will be due as a late fee for rent received after 6:00 p.m. on the third (3rd) day of the month. Late fees will be due even if rent remains unpaid and Landlord proceeds with an eviction and breach of contract action.

ii.) Fifty Dollars and no/100 (\$50.00) will be due for each dishonored check. Late fees will also be applied if rent is paid with a dishonored check.

iii.) Landlord reserves the right to require all payments received after the due date to be made by money order, cashier's check or certified check.

iv.) Resident agrees that any check dishonored by the bank shall be redeemed from Landlord by Resident in full, including all charges as aforesaid, by cashier's check, money order or certified check within twenty-four (24) hours of delivery of written demand by Landlord. Any dishonored check which is returned and/or redeemed after the date rent is due under this lease shall be deemed delinquent and such rental payment shall be subject to the late fee and penalties set forth herein. In addition, Resident shall pay to Landlord any and all costs incurred by Landlord in the collection of any dishonored check. Returned checks shall not be re-deposited.

v.) In the event one check is dishonored, Resident agrees to pay all future rent and other charges by cashier's check, certified check, or money order. Landlord shall not accept personal checks thereafter.

vi.) All such charges set forth in the preceding sections of this paragraph four (4) shall be deemed additional rent for purposes of this lease agreement and Landlord shall be required to give Resident statutory three day notice and not a seven day notice for payment of same. It is agreed and understood that Landlord is under no obligation to accept payment of rent and/or additional rent as defined hereinabove after expiration of the statutory three-day notice period for nonpayment of rent.

7. **SECURITY DEPOSIT.** Resident agrees to pay to the Landlord at the time Resident applies for the Apartment, a security deposit, the amount of which is set forth hereinabove, for Resident's fulfillment of the terms and conditions of this Agreement. The deposit will be returned to Resident within fifteen (15) days after the Apartment is vacated if the following terms and conditions have been fulfilled:

i.) Complete vacation of the entire premises by Resident and occupants on or before the date specified in the required written notice per this lease or Florida Statutes.

ii.) Payment by Resident of all rent required under the Lease, up to and including the date of expiration or termination of the term of the Lease.

iii.) Thorough cleaning of the premises, including, but not limited to, all kitchen appliances (refrigerator, oven, range, dishwasher), baths, carpet, tile, walls, closets/storage areas, patios/balconies, etc., so as to be in the same condition as same were in on the commencement date of the term of the Lease, normal wear and tear excepted.

iv.) An absence of defect in or damage to the premises, whether caused by Resident, pets, or otherwise, unless included on the written list of damages and defects as set out in Resident's Lease.

v.) Observance and performance by Resident of all of the other covenants and obligations of Resident under the Lease, from the date of commencement of the Lease up to and including the date of expiration or termination of the term of this Lease, or up to and including the final day of the Lease.

vi.) Observance and performance by Resident of all rules and regulations pertaining to Resident under the Lease, including without limitation, those rules and regulations pertaining to pets.

Initials JMB  
Initials \_\_\_\_\_

vii.) PROVISION BY RESIDENT TO MANAGER OF SIXTY DAYS WRITTEN NOTICE PRIOR TO THE DATE OF EXPIRATION OF THE TERM OF THE LEASE. Failure to provide a full sixty-days notice of intent to vacate shall result in the Resident being charged for the balance of the notice period an amount based on the daily pro-rata rental amount, such amount not to exceed two months' rent. Such charge shall be considered **liquidated damages** under this lease agreement.

viii.) Provision by Resident to Manager in writing of Resident's forwarding address.

The deposit may be applied by Landlord to satisfy all or part of Resident's obligations hereunder and such application shall not prevent Landlord from claiming damages in excess of the deposit. It is hereby expressly understood that no part of the security deposit is to be construed as a prepayment of rent by Resident.

The security deposit given by Resident to Landlord pursuant to this paragraph shall be held by Landlord in an interest bearing account at the rate of 2.5% per annum in a banking institution at the address indicated: Bank of America-N.A., P.O. Box 25118, Tampa, FL 33622-5118 as described hereinabove. Resident hereby acknowledges that Resident has been made aware of and has received the following described copy of Florida Statutes section 83.49(3). Said Florida Statute reads as follows:

(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have fifteen (15) days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the Resident written notice by certified mail to the Resident's last known mailing address of his intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of \_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (Landlord's address). If the Landlord fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security deposit.

(b) Unless the Resident objects to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his claim and shall remit the balance of the deposit to the Resident within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar".

8. **FAILURE TO COMPLY.** Resident agrees that the Resident shall be responsible to Landlord for the rent accruing hereafter even if Resident fails to occupy the subject demised premises. Resident further acknowledges that Resident consents to the application of the security deposit by Landlord in the event that Resident does not occupy the Apartment, to cover Landlord's costs in preparing the Apartment for rental and re-renting the Apartment, together with any and all damages for unpaid rent accruing from the commencement date of this Lease up through the date that Landlord is able to re-let the property, provided, however, that re-letting is on terms equal to or more favorable to Landlord than the terms and conditions set forth in this Lease.

9. **CONDITION OF THE APARTMENT UPON MOVE-IN.** The Resident agrees that prior to Resident taking possession of the subject demised premises, Resident shall make an initial walk through of the Apartment with an agent of Landlord and at such time the Resident and the Landlord shall so note on a move-in report any and all problems or deficiencies in the Apartment that the Landlord shall be reasonably required to repair. The Resident agrees that other than those items set forth on the move-in report the Resident shall accept the Apartment as is. Reasonable repairs for purposes of this paragraph shall be those repairs that are required in order to render the Apartment habitable. The Landlord shall make all such repairs with reasonable promptness after said move-in report is executed.

10. **MONTH TO MONTH.** Resident or Landlord may terminate this lease at the end of the initial Lease Term by giving the other party written notice of termination no later than sixty (60) days prior to the end of the initial lease term. If Resident fails to give notice as required and vacates the premises at the end of the lease term, Resident will be charged for the balance of the notice period in an amount based on the daily pro-rata rental amount, such amount not to exceed two months' rent. Such charge shall be considered **liquidated damages** under this lease agreement. If neither party so gives notice, this Agreement will be extended on a month-to-month basis upon the same terms and conditions as contained herein, except that the rent payable hereunder shall One Hundred and Fifty and 00/100 Dollars (\$150.00) above the monthly market rental rate being charged by Landlord for Apartments at the community comparable to the Apartment described in this Lease Agreement at the end of the initial lease term. At the time this Lease expires, if notice has been given by either party, Landlord shall have the right during the last thirty (30) days of the term of the Lease to enter the Apartment without notice at all reasonable times in order to show the premises to prospective Residents. Either party may terminate a month-to-month tenancy by giving the other party written notice of termination no later than fifteen (15) days prior to the end of the monthly rental period. Failure of the Resident to give notice to vacate the premises as a month-to-month resident as required under this lease or the Florida Statutes will result in the Resident being charged an amount equal to one month's rent which shall be considered **liquidated damages**. All month-to-month fees under this lease agreement shall be considered additional rent.

11. **SUBLET.** Resident may not sublet the Apartment or assign this Lease without the prior written consent of Landlord. In the event Landlord allows subletting or an assignment of Resident's rights and interest hereunder, Resident shall nevertheless remain liable to Landlord for all terms, conditions and covenants of this residential lease agreement, including, but not limited to, the payment of rent.

12. **UTILITIES** Resident is responsible for the utilities services as checked:

- ☒ electricity      ☐ gas      ☒ cable television      ☐ door side trash pick-up      ☒ intrusion system  
☒ water/sewer through utility company      ☐ water/sewer through sub-metering or property allocation process

Landlord is responsible, as part of the Lease Agreement, for the utilities services as checked:

- ☒ pest control      ☒ garbage removal

Initials Jmc  
Initials \_\_\_\_\_

If the cost to Landlord of providing any of said utilities increases for any reason during the term of this Agreement, Resident shall pay as additional rent its share of such increase allocable to the Apartment commencing thirty (30) days after delivery to Resident by Landlord of written notice for same. Under no circumstances shall Landlord be responsible to Resident for any interruption in furnishing services.

The Resident is responsible for all other utilities, including but not limited to electricity and telephone and during the term of the lease. Resident is responsible for making all arrangements with the utility companies in Resident's name, including required deposits, for all utility services to be paid for by Resident. If such is not completed, the Resident authorizes the landlord to deduct any utility charges paid on Resident's behalf from the security deposit.

Landlord may modify the method by which utilities are furnished to the premises and/or billed to Resident during the term of this Lease, including, but not limited to, sub metering of the premises for certain utility services or billing Resident for utilities previously included within the rent. In the event Landlord chooses to so modify utility service to the premises, Landlord shall give Resident not less than thirty (30) days prior written notice of such modification. Nothing contained herein shall be deemed a waiver of any rights of Resident arising under law based upon the wrongful failure of Landlord to furnish utility services as required herein.

If water and sewer charges are sub metered, and Resident fails to timely pay the separately metered charges, Landlord hereby deems said charges to be additional rent for the purposes of collecting same. Resident hereby agrees that Landlord may, at Landlord's sole discretion, apply any and all monies received from Resident to the payment of any outstanding utility charge or any other debt or obligations owed by Resident pursuant to this Lease, first, even if application of said funds causes the Resident to be delinquent for the monthly rental payment and therefore subject Resident to eviction pursuant to applicable law.

Accordingly, Landlord shall have the right to deliver a demand for payment, commonly known as a Three Day Notice To Pay Rent, in its own name, and required that Resident make payment of these charges directly to the offices of Landlord. Resident agrees, in the event of demand by Landlord, not to make payment of the amount demanded to any location other than that demanded by Landlord. If any payment of the amount of the water bill demanded in Landlord's Three Day Demand For Payment is tendered or accepted at a location other than that specified in the notice, including payment to the offices of the water services billing agent, then after the expiration of the time contained within the demand for payment, Landlord shall be deemed not to have received or accepted the amount of the payment for water services if not made in compliance with this paragraph, and there shall be no waiver of Landlord's right to proceed to evict Resident pursuant to any such notice.

**13. PROPERTY LOSS.** Landlord shall not be liable for any damages or losses to person or property caused by persons other than Landlord. Landlord shall not be liable for personal injury or damage or loss to Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, or other causes whatsoever, whether caused by negligent acts of Landlord, its agents or servants or otherwise. We strongly recommend that Resident secures insurance to protect Resident and Resident's property. Landlord's property insurance does not cover risk of loss to any of Resident's property. Also, if any of Landlord's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not required of Landlord under this Agreement, such employee shall be deemed as an agent of Resident regardless of whether or not payment is made by Resident for such service. Resident agrees to hold harmless and indemnify and defend Landlord from any and all liability arising in any way whatsoever from the rendering of such service.

**14. RIGHT TO ACCESS.** Landlord shall have the right to enter the Apartment at any reasonable time, without notice for inspection, maintenance and pest control. In case of emergency, Landlord may enter at any time to protect life and prevent damage to property.

**15. LOCKS.** Resident shall not, without written consent of Landlord, change existing locks or add any lock or locks to those locking mechanisms provided by Landlord. In the event written permission is granted for Resident to re-key existing lock mechanisms or add any lock or locks, the said Resident shall be responsible for the expenses arising from any approved lock change or addition which amount shall be Twenty-Five (\$25.00) Dollars, which charge is designated in the Lease Agreement as additional rent. Any change or addition to existing locks without Landlord's express written permission and any failure to provide Landlord with a set of keys or combination to operate all locks at the Premises shall be a material violation of this Lease Agreement. Any expenses incurred by Landlord due to Resident's failure to comply with the provision shall be a charge to Resident, which charges are designated as additional rent. Landlord does not provide service to unlock the Premises after office hours; therefore it will be necessary for Resident, at Resident's expenses, to call for the services of a locksmith.

**16. USE/OCCUPANCY.** The Apartment shall be used for residential purposes only and shall be occupied only by the persons named on this lease. Resident agrees not to permit any person not listed on the Lease to occupy the Apartment more than fourteen (14) days and nights during the full term of the lease. Resident agrees to abide by all municipal and state laws and ordinances so as not to create a nuisance and not to conduct or initiate activities, which would increase the rate of insurance on the premises. Resident shall be responsible for the conduct of Resident, any and all occupants of the Apartment, as well as Resident's agents, invitees and guests. In its sole discretion, the Landlord may request any guest or invitee of the Resident to leave the Apartment Community if the landlord believes, in its sole opinion, that the guest or invitee is creating a nuisance. Any prior resident or occupant that leaves the Apartment Community while still owing money to the Management Company or owner or who has been evicted from the property is not permitted to return to the Apartment Community. Any such person shall be considered unauthorized and the Resident that permits the presence of such person shall be in material violation of the lease agreement.

**17. INDEMNIFICATION.** Resident agrees to reimburse Landlord promptly for the cost to Landlord for property damage to the Apartment and the common areas of the Community, including, without limitation, the cost of repairs or service (including plumbing trouble) caused by Resident's negligence, intentional acts and/or improper use by Resident, occupants, guests or invitees. Resident shall be responsible for any such damage resulting from windows or doors left open. Payment of all amount due Landlord under this provision or the agreement is due and payable within five (5) days of delivery of written notice to Resident. All amounts due hereunder are deemed additional rent.

**18. MAINTENANCE AND REPAIRS.** Resident agrees to make maintenance checks at proper intervals on smoke alarms located in the Apartment and to report any and all defects in writing to Landlord immediately. In the event hot water, heating, air conditioning, plumbing or other equipment shall need repair, and Resident does not notify Landlord in writing of the needed repair or for any reason that is beyond the control of Landlord any such utilities require reduction or cut off, the Landlord shall not be liable for any damage arising out of Landlord's failure to furnish such services. Resident shall maintain the Apartment, including the fixtures therein, in a clean, sightly and sanitary condition. Resident shall not, without the consent of Landlord, alter, remodel or otherwise change the appearance and/ or structure of the Apartment, building or grounds.

Initials Jmcp  
Initials \_\_\_\_\_

Landlord may repair, at the expense of Resident, all damage or injury to the Premises resulting from the misuse or negligence of Resident, a member of Resident's family, guests, agents, employees, agents, licensees and invitees. The cost of such repairs shall be paid by Resident to Landlord as additional rent within five days of rendition of Landlord's bill concerning such costs. There shall be no allowance to Resident and no liability on the part of Landlord by reason of inconvenience or annoyance arising from the making of any repairs, alternations, additions or improvements to the Premises or any portion of the building in which the premises are located.

#### 19. EARLY LEASE TERMINATION.

i) In the event Resident desires to terminate the Lease before the natural expiration date of the Lease, Resident may cancel this Lease contract and receive full refund of the security deposit provided that all of the conditions below are fully satisfied to Landlord's personal satisfaction. Failure to fulfill all of the conditions to the Landlord's satisfaction will be considered a breach of this agreement pursuant to paragraph 20.

(a). Written notice of termination must be received by Landlord. Rent must be paid through the termination date. Termination date must be the end of the month. No mid-month termination dates will be accepted.

(b). Resident will be responsible for paying rent to the Landlord until the premises are re-let. Resident will be responsible for any difference in rent charged to new resident and for paying any concession offered to the new resident.

(c). Resident must repay any concession received up through the termination date

(d). Upon vacating the apartment the apartment must be left in its original condition, with normal wear and tear excepted.

ii.) In the event Resident is a member of the United States Armed Forces and chooses to terminate the lease in accordance with the Florida Statute 83.682, Resident must provide no less than 30 days written notice of Resident's intent to terminate the lease. Furthermore, such notice must be accompanied by a copy of the Resident's military transfer orders or a letter from Resident's superior officer. Full compliance with the notice requirements of Florida Statute 83.682 is required.

20. **DEFAULT BY RESIDENT.** If Resident fails to pay rent or additional rents when due, or if Resident fails to reimburse Landlord for damages, repairs or plumbing service costs when due under this contract, or if Resident or Resident's occupants or guests materially or repeatedly violates this contract or applicable state and local laws, or if the Resident abandons or surrenders the Apartment prior to the natural termination date of this lease, without fully exercising the cancellation provision contained in paragraph 19, then Resident shall be considered in default of this lease agreement and where applicable Landlord may terminate Resident's right of occupancy by giving Resident notice in writing. Notice may be by mail, posting or personal delivery of Resident's Apartment. Such termination does not release Resident from any obligation or liability for future rentals. If any amounts due Landlord are delinquent, Landlord shall not be obligated to continue utilities, which are furnished and paid for by Landlord. In the event that Resident defaults under the terms of this lease as provided in this paragraph, the Resident shall be responsible to the Landlord for damages for unpaid rent, late charges, concession received, attorney's fees, and/or fee paid to any collection agency, costs and other special and general damages appertaining thereto. Resident will be responsible for lost rent and late fees due to the Landlord until the premises are re-let. Resident will be responsible for any difference in rent charged to new resident and for paying any concession offered to the new resident. The Landlords, its successors and assigns are hereby given the right to recover said damages from Resident by use of any appropriate legal means. These charges are in addition to all other amounts accruing under the Lease, including, without limitation, NSF check charges, utility charges and/or charges for the cost of repair and cleaning of the subject demised premises for wear and tear, damages above normal wear and tear, damages above normal wear and tear, attorney's fees and costs, and collection expenses and costs.

21. **PETS.** Resident shall not keep any animal, bird or pet of any kind in the Apartment, or on or about the community grounds without prior written consent of Landlord, and without paying Landlord a pet deposit and nonrefundable pet fee to be determined by Landlord. Visiting pets are not permitted under any circumstances. This pet deposit shall be treated as an additional security deposit and shall be governed by the security deposit provisions of this Agreement hereinabove. Landlord shall have the right to limit the size and weight of any pets permitted at the property. Furthermore, the Landlord shall have the right to limit the breed or species of pets permitted at the property without notice to the Resident.

22. **RIGHT TO POSSESSION.** Whenever under the terms hereof Landlord is entitled to possession of the Apartment, Resident will at once surrender same to Landlord in as good condition as at the commencement of this lease, normal wear and tear excepted.

23. **RULES AND REGULATIONS.** It is agreed and understood by Resident that the Landlord may, in its sole discretion, hereafter, reasonably amend, or alter, the attached rules and regulations of the Apartment Community, without the prior consent of Resident, and that Resident agrees to be bound thereby after receiving written notice of said amendments. All subsequent amendments to the rules and regulations of the Apartment Community shall be deemed incorporated in this lease by reference immediately upon the delivery of same to Resident by Landlord. Resident, all occupants of the Apartment, Resident's family, guests and invitees shall comply with all rules and regulations now or hereafter promulgated by Landlord including, without limitation, the printed rules and regulations, if any, attached hereto and incorporated herein by reference. Resident agrees to abide by all federal, state, and local laws and ordinances and agrees not to engage in any activity in or about the Apartment community, including common areas, of an illegal nature, purpose or intent. Resident further agrees that Resident, all occupants of the Apartment, Resident's family, guests and invitees shall not be loud, boisterous, disorderly, nor shall they individually or collectively in any way whatsoever disturb the rights, comforts and conveniences of the Landlord, its agents, representatives and/or employees nor of other residents, guest(s) or invitee(s) at the Apartment Community. Resident shall not interfere with management in the performance of their duties, nor shall Resident make any threats to any management personnel. Violation of this provision shall be considered a material breach of the lease entitling Landlord to terminate the Resident's right of occupancy immediately.

24. **RADON GAS.** We are required by Florida Statute 404.056(8) 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 and radon testing may be obtained from your county public health unit."

25. **MOLD AND MILDEW.** Resident acknowledges that the apartment unit is located in Florida, which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the apartment to retard or prevent the growth of mold and mildew. Resident agrees to be responsible for properly ventilation and dehumidifying the apartment and the contents to retard and prevent mold and mildew and that the Landlord shall not be responsible for damage to the apartment or the personal property contained therein for damages caused by mold and mildew.

Initials slmc  
Initials \_\_\_\_\_

26. **PARKING.** If the Landlord has provided unassigned parking spaces for which no charge is made, the unassigned parking spaces may be used only by resident and guests on a first-come basis. Resident, Resident's family, agents, employees, guests and invitees must observe all parking regulations as posted or indicated by Landlord and/or local authorities. Parking of vehicles in other than designated parking spaces is prohibited. No boats, trailers, large trucks (defined as having more than (4) wheels) buses, limousines or commercial vehicles will be permitted on the parking lots, driveways or garages without the prior written permission of Landlord. Motorcycles, motor scooters and bicycles must be parked in areas designated for parking these devices.

Parking and/ or driving on grass or the placement of any type vehicle, motorcycle or motor scooter inside the apartment is strictly prohibited. Resident will not affix any type of vehicle, motorcycle, motor scooter or bicycle to light or signposts or stairwells any place on the property. The repair, washing and/ or testing of motor vehicles and/or their engines anywhere on the premises is strictly prohibited unless Landlord designates a specific location or area for such activities. Resident agrees to remove his/her vehicles from the parking areas or garage promptly upon the expiration or termination of this lease. The parking areas are for use only by properly registered, functioning and authorized motor vehicles.

To the extent Resident's vehicle is not properly registered and/ or licensed, or generally appears to be in an inoperable condition (including, but not limited to, vehicles with flat or missing tires), Landlord will provide written notice to Resident of such violations. To the extent the violations are not corrected within 7 days of receipt of written notice, Resident shall appoint Landlord as their agent to have the vehicle towed from the property. However, non-compliance with all other rules and regulations respecting parking shall entitle Landlord to have the vehicle towed immediately, without notice, at owner's risk and expense. In addition, if the vehicle is parked in a manner which is dangerous, unlawful or which otherwise constitutes a nuisance or inconvenience, Landlord may tow said vehicle immediately, without notice, at owner's risk and expense. Resident hereby irrevocably appoints Landlord as his/her attorney-in-fact to remove any vehicle parked in violation of this lease and to store the vehicle at the cost and expense of Resident; in such place or places as Landlord, in its sole discretion, may deem proper, or to dispose of the vehicle in the manner provided by applicable law. If Landlord uses the services of a private tow operator to relocate Resident's vehicle on the apartment community, Resident agrees to pay the fee associated with such relocation within 7 days of the presentation of a bill. Failure of the Resident to pay such bill to the Landlord shall constitute a material breach of the lease agreement. To the extent a private towing company is requested to ensure compliance with this Lease or the rules and regulations, Resident acknowledges that the towing company is an independent contractor engaged in a non-hazardous occupation, and, therefore, Landlord has no liability resulting from the acts or omissions of the towing company. Resident agrees to indemnify and hold harmless from claims and all costs and expenses incurred, including, but not limited to, attorney's fees and costs resulting from the towing of motor vehicles belonging to Resident, members of Resident's family, or Resident's agents, employees, guests or invitees, where such motor vehicles are parked in violation of this case.

Landlord reserves the right to make rules for the use of all parking spaces; to place limitations upon use of parking spaces at any time after the beginning of the term of this lease; to institute a reasonable charge for such use at any time after the beginning of the term; and to make changes in the rules and charges from time to time. Resident understands that if Landlord provides garage accommodations or assigns reserved parking spaces, such garage accommodations or reserved parking spaces are optional facilities and may not be included in the apartment rent. Garage accommodations or reserved parking spaces may not be furnished to Resident unless a separate written agreement is made between Landlord and Resident. No representation is made that sufficient garage or parking space is available for all Residents, or that the present number of parking spaces will always be available. Landlord may modify the method by which parking is furnished at the apartment community or billed to the Resident during the term of this Lease. Landlord may choose also to incorporate assigned parking areas or eliminate any areas currently assigned. In the event Landlord chooses to so modify parking on the apartment community, Landlord shall give Resident not less than thirty' (30) days prior written notice of such modification.

27. **TRANSFERS TO A SECOND APARTMENT.** In the event Resident transfers to a second apartment after occupying the Apartment described in this Lease Agreement, Landlord may, at Landlord's sole option, apply any existing security deposit from the current Apartment due (including but not limited to physical damage) for the Apartment and required Resident to pay an additional security deposit, in an amount determined by Landlord, for the second apartment. Damage to the Apartment over and above the amount for the security deposit for the Apartment shall be rent due for the second apartment or alternately Landlord shall be entitled to apply rent paid for the second apartment to the balance remaining due for the Apartment before crediting any such amounts paid to monies due for the second apartment. Landlord and Resident agree that for purposes of this paragraph, Landlord is not required to make any claim for damages to the Apartment to Resident by certified mail, and the parties expressly waive such requirement, agreeing that a transfer to a second apartment within the community is in all respect considered a continuation of tenancy and not a termination of the Lease Agreement

28. **TRANSFER FEES.** If a Resident transfers during a lease term (prior to becoming a month-to-month tenant), the following charges are applicable: (i) a transfer fee of \$250.00; (ii) a processing fee; (iii) pets fees, and (iv) an additional security deposit as determined by Landlord. If a Resident transfers after a term (after becoming a month-to-month tenant), then the following charges are applicable: (i) a processing fee; (ii) pets fees, and (iii) a new security deposit as determined by Landlord.

29. **NO SECURITY SERVICES.** The Landlord shall not provide, nor does the Landlord have any duty to provide for Resident, security services for the protection of the Resident or the Resident's property. The Resident hereby acknowledges that he understands the foregoing, and the Resident shall look solely to the law enforcement agencies of the county or municipality in which the Apartment is located for his protection. It is agreed and understood that the Landlord shall not be liable to Resident for any damages, injuries or wrongs sustained by others, or property of same from criminal or wrongful acts of landlord, its representatives, agents, employees, or any other persons or entities that may cause harm to Resident resulting from a tortious, criminal or wrongful act by same. In the event that the Landlord elects to hire a security service to patrol or monitor the Apartment Community and common areas, it is understood and agreed that said services are provided exclusively for the protection of the Landlord's property and in no way whatsoever shall it be intended or construed as a waiver by the Landlord of the foregoing, nor in any way whatsoever shall it be construed as creating a duty of the Landlord to protect the Resident.

30. **ATTORNEY'S FEES.** In the event legal action is instituted to enforce this Agreement hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, without limitation, fees and costs incurred in conjunction with any proceeding before any appellate tribunal. In the event Landlord employs the services of a collection agency to collect any money owed andlord by Resident, Resident shall be responsible to reimburse Landlord upon demand for all costs and fees whether or not contingent, incurred thereby the Landlord, in addition to all other amounts owed.

Initials Jnc  
Initials \_\_\_\_\_

31. **MORTGAGEE'S RIGHTS.** Resident's rights under this lease shall, at all times, be automatically subordinate and junior to any existing or future mortgage, deed or trust or other lien applicable to the premises or its contents, which is now or shall hereafter be placed on the property of which the Apartment is a part. If requested, Resident shall execute promptly any document that landlord may request to verify this subordination agreement.

32. **NOTICES.** Any notice required by this Agreement shall be in writing and shall be posted, hand delivered and/ or mailed by registered or certified mail to the Landlord at Landlord's address set forth herein and to the Resident at his apartment address.

33. **WAIVER.** Failure of Landlord to insist upon strict, timely compliance by Resident with any term of this agreement shall not amount to nor be construed as nor otherwise constitute a waiver by Landlord of Landlord's right thereafter to insist upon strict and timely compliance by Resident of any and all terms and conditions of this agreement, including, without limitation, any term that may not have been enforced strictly by the Landlord previously. Acceptance by the Landlord of rent after knowledge of any breach of this lease by the Resident shall not be a waiver of the Landlord's right nor construed as an election by the Landlord not to enforce the provisions of this lease pursuant to such a breach. Landlord's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due Landlord, shall not be a waiver of Landlord's right to insist on payment thereof. Landlord may demand same at any time, including move-out or thereafter. The Resident hereby waives Resident's right to demand a jury trial in any cause of action arising between Landlord and Resident concerning this contract.

34. **ENTIRE AGREEMENT.** This Agreement, the rental application and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding. The Resident hereby acknowledges and agrees that at no time during the course of discussions and/or negotiation leading up to and including the time of execution of this lease did any representative, agent, or employee of the landlord make any representations, engage in any discussions of the lease, or otherwise communicate with the Resident, anything that in any way whatsoever contradicts any written term or condition of this lease agreement, nor did the landlord, any representative, agent or employee of the Landlord make any statements or communications or representations of any nature whatsoever that supplement or in any way whatsoever amend or add any terms or provisions to this lease as written. This Agreement comprises all terms, conditions and agreements of the parties with respect to the subject matter hereof, superseding all prior arrangements or agreements, and except as provided in the rules and regulations in paragraph 21 hereinabove may not be altered or amended except in writing and signed by authorized representatives of each Party hereto. This Agreement shall not be construed more strongly against any party hereto regardless of who was more responsible for its preparation. This Agreement shall be construed by and enforced with, and the validity and performance hereof shall be governed by, the laws of the State of Florida.

35. **JOINT AND SEVERAL LIABILITY (Co-Residents)** If more than one Resident enters this Agreement, the obligations are joint and several. Such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder.

36. **SEVERABILITY.** If any term of the Agreement is found to be contrary to the laws of any jurisdiction having control of its construction, validity or enforcement, or it is found that any term is void or voidable, then said term shall not apply and this Agreement shall be construed as if said term were not present, and there shall be no effect on the remainder of this Agreement as a result of the removal of such term, provided that the general intent of this Agreement is not changed.

37. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event of damage or destruction to the premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, Resident shall immediately notify Landlord. If the damages are such that occupancy of the premises as a whole can be continued, landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If only part of the premises is rendered unusable by the damage or destruction, the Resident may vacate only that portion of the premises rendered unusable and Resident's rent shall be reduced by the fair market value of the unusable portion of the premises during the period of partial vacancy, provided the damage or destruction was not caused by Resident, and/or occupant, guest, agent or invitee of Resident or occupant, but in all other respects the terms and provisions hereof shall continue in full force and effect. In either event, if the damages resulted from the wrongful or negligent acts of Resident, Landlord may pursue all of its remedies against Resident provided under Florida law. If, in Landlord's opinion, the premises are so damaged or destroyed other than by the wrongful or negligent acts of the Resident so as to substantially impair Resident's enjoyment of the premises, the lease may be terminated by either Manager or Resident in which event Resident shall vacate the premises within seven days of receiving notice by the other party.

In the event the premises are damaged or destroyed so as to substantially impair Resident's enjoyment of the premises due to wrongful or negligent acts of Resident, Landlord may, in addition to Landlord's other remedies under Florida law, terminate this Lease by providing Resident with a Seven Day Notice to Vacate, in which event Resident shall vacate the premises within seven days of receipt of the notice, or without terminating the Lease, require Resident to accept a comparable apartment unit in the Apartment Community for the remaining term of the Lease, in which event all of the terms and provisions of this lease shall continue in full force and effect in relation to such comparable apartment unit, and Resident shall immediately vacate the Apartment and take possession of such comparable apartment unit.

38. **RESIDENT INFORMATION.** If Resident has supplied information to Manager by means of a rental application or similar instrument, Resident covenants that Resident knowingly and voluntarily gave all such information, and if such information proves to be false or misleading, Resident shall have committed a material breach of this Lease that Resident shall not be permitted to cure. In cases of tax-exempt bond-financed properties Resident hereby certifies the accuracy of the statements made in all documents previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certification of Tenant Eligibility and Income Verification (collectively known as the "Certificate") shall be deemed substantial and material obligations of Resident's tenancy; that Resident will promptly comply with all requests for information with respect thereto from the Manager, the Owner of the Apartment Community or any Mortgagee; that Resident's failure to provide accurate information in the Certificate or Resident's refusal to comply with a request for information with respect thereto shall be deemed a material default by Resident which Resident shall not be permitted to cure; and that Resident's failure to furnish accurate and current information on the Certificate could subject Resident to civil liability. Resident agrees that this Lease shall become null and void if it becomes known to the Owner of the Apartment Community or Manager that continuation of Resident's occupancy will result in the interest on any tax-exempt bonds utilized to finance the construction of the Apartment Community becoming subject to federal income taxation, or in violation of the state statute permitting the issuance of such bonds.

Initials JMB  
Initials \_\_\_\_\_



**39. CRIME-FREE HOUSING CLAUSE**

i.) The Resident, any member of the Resident's household, or a guest or other person under the Resident's control, shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent activity or drug-related criminal activity.

ii.) The Resident or any member of the Resident's household shall not permit the dwelling unit to be used for, or facilitate, criminal activity, including, but not limited to, violent criminal activity or drug related criminal activity.

iii.) "Violent criminal activity" means any felonious criminal activity that has one of its elements the use, attempted use or threatened use of physical force against the person or property of another.

iv.) "Drug related criminal activity" means the illegal manufacture, sales, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act).

v.) Resident, any member of the Resident's household, a guest or other person affiliated in any way with the resident, shall not engage in any illegal activity including prostitution, criminal street gang activity, threats or intimidation, assault, including, but not limited to the unlawful possession or discharge of Firearms or illegal weapons on or near the premises, or any other violation of the criminal statutes of the State of Florida or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, their agent, other Resident, or guest or that which involves imminent or actual serious property damage.

vi.) Resident represents that neither Resident nor any occupant of the Apartment has ever been convicted of any felony or misdemeanor involving sexual misconduct or controlled substance, and that to the best of Resident's knowledge, neither Resident nor any occupant of the apartment is the subject of a criminal investigation or arrest warrant. Resident hereby further represents that neither Resident nor any occupant of Residents apartment has any criminal charges of a sexual nature pending adjudication at this time. Resident agrees that Landlord may terminate this lease if it ever comes to the attention of the Landlord that Resident has been convicted of any sexual criminal activity or placed on probation with adjudication withheld at any time prior to becoming a Resident or during Resident's tenancy at the apartment community. Resident authorizes Landlord to perform a criminal background investigation of the Resident or any occupant of the apartment in the event the Landlord, in its sole discretion, has reason to believe that the Resident or any occupant has engaged in or is engaging in criminal activity in the apartment or at the apartment community.

vii.) One or more violations of this clause constitute a substantial violation of the lease and a material noncompliance with the lease for which the Resident shall not be given the opportunity to cure. Any such violation is grounds for termination of tenancy and eviction from the unit.

viii.) Proof of violation shall be by a preponderance of evidence, unless otherwise provided by law.

ix.) In case of any conflict between the provisions of this clause and any other provisions of this lease, the provisions of this clause shall govern.

**40. CORPORATIONS OR PARTNERSHIPS.** If Resident is a corporation or a partnership, the person signing this Lease on behalf of such corporation or partnership hereby warrants that he has full authority from such corporation or partnership hereunder and said person and the corporation or partnership shall be jointly and severally liable for all rent and any and all other amounts that may be due and owing to landlord under the terms of this Lease, including attorney's fees and costs.

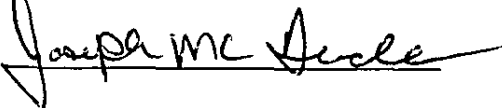
**41. NO CONSTRUCTION LIENS.** Resident shall have no power or authority to permit construction, mechanic's, material men's or other liens to be placed upon the leased property in connection with maintenance, alterations, modifications or otherwise. The interest of the Landlord shall not be subject to liens for improvements made by the Resident. Landlord shall not be liable for any work, labor or materials furnished to the Premises by or through Resident or anyone claiming through Resident. No construction liens or other liens for any such work, labor or materials shall attach or affect the interest of the Landlord in and to the Premises. Landlord intends to record a notice as set forth in Florida Statutes Section 713.10. This lease itself shall not be recorded in the public records.

**42. AMENITIES.** You agree that you are renting only the Apartment. Rent does not include the use of any amenities, including recreational facilities, of the Community. Any amenity may be used only by Residents, Occupants and their guests as outlined by the Rules and Regulations. We may from time to time issue new rules and regulations to govern the use of such amenities. Such rules and regulations may call for the payment of fees, either on a seasonal, monthly or annual basis, for membership. Fees for use by your guests of the amenities may be charged. The use of any amenity may be allowed or revoked in our sole discretion. The amenity may be removed from service by us on a permanent or part-time basis without compensating you and rent may not be withheld nor the lease terminated based on such action.

BY SIGNING THIS RENTAL AGREEMENT THE RESIDENT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE RESIDENT'S PERSONAL PROPERTY.

IN WITNESS WHEREOF, the parties have executed these the day and year first above written. Resident's signature indicates they have read the entire agreement including the terms and conditions set forth above.

Residents:



Authorized Agent for Landlord

