

Apartment Rental Agreement

Hendry Properties
102 S. Old Dixie Highway, Lady Lake, FL 32159
352-638-2623

APARTMENT RENTAL AGREEMENT

Leesburg, FL 34788 and Lady Lake, FL 32159

STATE OF FLORIDA COUNTY OF LAKE

This Apartment Rental Agreement, hereafter referred to as "Lease," is made and entered into at Lake County, Florida, this 1 day of _____ in the year _____ by and between **Hendry Properties**, hereinafter referred to as the **Landlord**, and _____, hereinafter referred to as the **Resident or Tenant**, and shall bind the Tenant, its heirs, estate, or legally appointed representatives. Tenant or Resident herein used shall include all persons to whom this property is leased. Landlord herein used shall include the owner(s) of the premises, its heirs, assigns or representatives and/or any agent(s) designated by the owner(s).

WITNESSETH:

- 1. **PREMISES:** Landlord hereby leases to Resident, and Resident hereby leases from Landlord, the premises known as _____, located at _____, Florida.
- 2. **TERM:** It is understood that this is a **Twelve (12)** month rental agreement, and will be renewed automatically on a month to month basis unless written notice is given at least 30 days prior to the expiration of the term. The **security deposit will be forfeited** unless a 30-day written notice is received prior to vacating, in addition to any other monies due for balance of Lease.

The term of this Lease shall commence on _____ and end at 12:00 noon on _____.

- 3. **RENT:**
 - a. Resident covenants to pay Landlord rent in the amount of \$ **750.00** per month, payable in advance on or before the first day of each month, the first and last month's rent to be prorated if applicable. The rent is payable to **Hendry Properties**, unless advised differently by Landlord by written notice.
 - b. If rent is not received by the 1st day of each month, landlord may serve a Three-Day-Notice on the next day or any day thereafter as allowed by law.
 - c. Resident covenants to pay a ten percent (10%) late penalty if rent is not received by Landlord from Resident before the fourth (4th) day of each month. This penalty will be deemed as additional rent. If rent is not paid by the fifth (5th) day of the month, an eviction notice may be served and appropriate legal action taken.
 - d. All payments made shall first be applied to any outstanding balance of any kind including late charges and/or any other charges due under this lease
 - e. Should payment be accepted for any reason after the 10th of the month, funds will be acceptable ONLY in the form of secured funds (cash, money order, or cashier's check).
 - f. If a resident check is returned because of insufficient funds, a closed account, or any other cause, the Resident shall pay Landlord a \$25 returned check charge or a five percent (5%) processing charge, whichever is greater, in addition to the Late charges being applied if the returned check causes rent to be deemed late.
 - g. Landlord shall have the right to require Resident to pay the monthly rent by cash, money order, certified check or cashier's check if a rent check is returned for any reason.
 - h. Rent is not considered paid until it is actually received by Landlord.
 - i. Landlord reserves the right to refuse any late payments and charges, and may proceed with eviction.

- 4. SECURITY DEPOSIT:** Resident hereby deposits \$ _____ as Security Deposit hereunder. The deposit, or the remaining portion thereof, may be refunded if the following terms are met:
- a. The term of this Lease is fulfilled;
 - b. Resident gives Landlord the proper thirty (30) day written notice of intent to vacate;
 - c. Premises are left in the condition existing at the commencement hereof (ordinary wear from careful usage accepted);
 - d. All keys are turned over to the Landlord; and
 - e. All rent, utility charges, maintenance fees, late fees, and other sums due are paid in full

- 5. POSSESSION:** Resident shall not be entitled to possession of the premises until the following conditions have been met:
- a. The Resident and Landlord have signed this Lease.
 - b. The prior Resident has vacated the premises.
 - c. The Resident has paid the rent for the prorated first month, and/or the first full month; the Security Deposit, and any other lawful charge payable by Resident prior to taking possession.
 - d. The Resident and Landlord have completed and signed a move-in physical premises inspection.

Should the unit become overcrowded during the term of the Lease, Resident(s) will be required to vacate the unit at the end of the term unless eligibility can be established following specified steps, such as moving to an appropriate size unit, or an exception is granted by Landlord. Resident household's tenancy still exists during the time that the Resident's household personal possessions remain in the unit after the Resident has been personally removed, voluntarily or by legal means, subject to the provisions of the State and Local law. At no time shall the Resident let or sublet all or any part of the premises without written consent of the Landlord.

- 6. USE:** The premises shall be used for Residential Purposes only. Resident shall not permit the premises to be used for any purposes which will injure the reputation of the complex of which they are a part. Resident shall not use or permit anything upon the premises which will invalidate the insurance on the building or increase the rate thereof, nor shall the tenant or tenant's guest(s) violate a state, county or city ordinance. Any charges for code violation due to tenant's, or tenant's guest(s), action or inaction will be the responsibility of the tenant and will be charged as additional rent. Resident shall abide by and conform to the Rules and Regulations as attached hereto and as amended from time to time. Landlord shall make proposed amendments to the Rules and Regulations available to Resident at least 10 days before implementation. A copy thereof being available for resident's inspection at the site manager's office. Landlord's failure to insist upon a strict performance of, or compliance with, any such Rules and Regulations shall not be construed as a waiver of any of Landlord's legal or equitable rights or remedies nor be deemed a waiver of any subsequent breach or default by Resident.

- 7. OCCUPANTS:** The **Designated Occupants** of the premises are _____ . Only such designated persons shall reside in the premises. In no event shall more than **2** persons per bedroom occupy the premises. No more than **1** unrelated person per bedroom may reside in the dwelling. Resident understands permission is given to have guests visit. However, an adult person(s) making recurring visits or one continuous visit of fourteen (14) days and nights in a forty-five day period without consent of the Landlord will be counted as household members. This is only allowed with written consent from the Landlord.

8. MAINTENANCE OF PREMISES:

- a. **ORIGINAL CONDITION.** Unless Landlord is given written notice before taking possession, the premises and their appliances and fixtures shall be deemed to be clean and acceptable, in good repair and operable.
- b. **CLEANLINESS.** Resident shall keep said premises and the appliances and fixtures in a clean and tenantable condition. Tenant is responsible for all cleaning of carpet, including cleaning the carpet when vacating the premises. Upon vacating, the premises shall be left in its Original Condition, ordinary wear from careful usage excepted, or the Resident shall pay the Landlord for the cost of restoring said premises and fixtures to their Original Condition.
- c. **PEST CONTROL.** Landlord is responsible for all pest control inside unit.
- d. **REPAIRS.** Resident shall keep the premises and their appliances and fixtures in as good repair as their Original Condition. Ordinary wear from careful usage is excepted. The cost of service to repair any damage resulting from Resident's misuse or abuse of the premises and/or their appliances or fixtures, shall be paid by Resident as additional rent upon demand by Landlord.
- e. **AIR CONDITIONING (A/C) FILTERS.** Landlord will replace A/C filters quarterly.
- f. **ALTERATIONS.** No alterations or changes in or to the premises or their appliances or fixtures shall be made without Landlord's prior written consent. Resident shall not paint or wallpaper any portion of the premises without Landlord's prior written consent. Resident shall be responsible for the cost of restoring the premises to their Original Condition if any such modifications are made without Landlord's prior written consent. All modifications to the premises shall become the property of the Landlord.
- g. **USE OF FIXTURES AND APPLIANCES.** Resident shall not use fixtures or appliances furnished by Landlord for any improper or unauthorized purpose. If Resident does use fixtures or appliances for any improper or unauthorized purpose, Landlord may charge Resident for damages incurred due to the improper or unauthorized use of the fixtures and appliances, and Resident shall pay the sum upon demand.
- h. **NOTIFICATION.** Resident shall notify Landlord of any item becoming out of repair and of any roof leaks, spigot, pipe, or commode leakage.
- i. **DAMAGE.** Resident covenants to pay Landlord upon demand for any and all damages for which he is liable to the building, appliances and project of which the premises are a part of, including, but not limited to, the lawn and landscaping. Landlord agrees to accept a Resident contribution without regard to any other charges owed by Resident to Landlord, and to seek separate legal remedy for collection of any other charges which may accrue to Landlord from Resident.
- j. **LIABILITY.** Resident is responsible for damage caused by acts or neglect of Resident, Resident's spouse, members of Resident's family, guests, invitees, or licensees of Resident, or persons in the employ or under the control of the Resident.
- k. **CONDUCT.** Resident(s) are responsible for the conduct and all actions of their guests or visitors. Resident(s) are liable for damage to public areas, buildings and fixtures. Loud music, drinking alcoholic beverages in public areas, foul language, and misconduct in public is strictly forbidden and may be cause for eviction.

- 9. UTILITIES:** Landlord shall provide the following utilities: TRASH PICK-UP ONLY. Resident shall provide the following utilities: WATER AND SEWER, CABLE, ELECTRIC, & PHONE INCLUDING INTERIOR WIRING INSURANCE. Resident shall promptly pay all utilities when due and Landlord reserves the right to terminate this Lease when in its sole opinion disconnected utilities present a health hazard. It is the resident's responsibility to have utility services discontinued at time of returning premises to landlord.

10. RIGHTS OF ENTRY BY LANDLORD: The tenant shall not unreasonably withhold consent to the Landlord to enter the premises from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations or improvements; supply agreed services; or exhibit the premises to prospective or actual purchaser(s), mortgagee(s), tenants, workmen, or contractor(s). The Landlord may enter the premises at any time for the protection or preservation of the premises. The Landlord may enter the unit when necessary for the purposes set forth in the preceding paragraph under any of the following circumstances:

- a. With the consent of the Resident;
- b. In case of an emergency;
- c. When the Resident unreasonably withholds consent;
- d. If the Resident is absent from the premises for a period of five (5) days or more. However, if the rent is current and the Resident notifies the Landlord of an intended absence, the Landlord may enter only with the consent of the Resident or for the protection or preservation of the premises, or with proper notice;
- e. If Resident appears to have vacated the premises;
- f. If Landlord receives word that the Resident has vacated;
- g. To make repairs.

11. SMOKE DETECTORS: Resident shall be responsible for keeping smoke detectors operational and for changing the batteries as needed.

12. PARKING: Ample parking spaces are available to Residents and their guests. Parking spaces are on a first-come/first-served basis unless otherwise designated by Landlord in some manner.

- a. No more than two passenger automobiles unit shall be parked on the property and all such passenger automobiles shall be parked only in areas that are appropriately marked for vehicle parking.
- b. Park straight in, not at angles.
- c. No passenger automobiles may be parked on the grass, in front of dumpsters, or in any other area not designated as automobile parking.
- d. Vehicles must be currently licensed and in good operating condition.
- e. Maintenance on inoperable vehicles is prohibited.
- f. All vehicles must be registered with the office prior to being parked on the common areas of the community.
- g. No driving on the grass.
- h. The tenant is obligated to prevent his motor vehicle from discharging any gasoline, oil, or other fluids or substances in the parking lot.
- i. Boats, campers, and large trucks are not allowed.

Any violations of the foregoing rules shall subject the vehicle, boat and/or boat trailer, camper, or other vehicles to be towed without notice at the owner's expense. Landlord shall not be liable for any damages arising as a result of towing.

13. TERMINATION OF LEASE: Failure to provide sufficient written notice to vacate will result in assessment of a fee no greater than the value of one month's rent at the current market rate of the lease unit.

Resident may, except as set out herein, terminate this Lease only by delivering by hand or sending registered mail, return receipt requested, a written notice to Landlord of Residents intention to terminate @ 102 S. Old Dixie Hwy., Lady Lake, FL 32159, at least 30 days before the end of the term hereof.

Failure to give such notice shall cause this Lease to be extended on a month-to-month basis. Landlord may, except as set out herein, terminate this Lease only by delivering written notice to the premises at lease thirty (30) days before the end of the term hereof of the intention to terminate this Lease.

Either party may terminate this Lease during the extended month-to-month period by giving written notice to the other party in the manner set out above for that respective party not less than 15 days prior to the end of the month extension period in effect at that time.

All rental payments due hereunder as of the terminating date shall be paid by the resident at the time such written notice of termination is given by the resident. In the event that the property is sold to a buyer, the Lease will be transferred to the new owner.

- 14. DESTRUCTION OF or DAMAGE TO PREMISES.** In the event the premises are destroyed partially or wholly by fire or other casualty, the Landlord shall have the option of repairing or rebuilding the premises. The rent shall be abated during the time the premises are untenantable, beginning from the time of such casualty until the repair or rebuilding is completed.

If, however, the Landlord does not elect within five (5) days to repair or rebuild, the resident shall then have the option to terminate the Lease without further liability of either party to the other.

Owner or agent reserves the right to terminate the tenancy and Resident(s) agree to vacate the premises in the event the owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit or sufficient damage by casualty which may pose a safety or health hazard to the Resident(s) or other persons and/or the Resident(s) actions or inactions are causing a condition which is conducive to mold growth.

- 15. WAIVER OF SUBROGATION:** Each party releases the other party from liability for loss, damage, or injury caused by fire or other casualty for which insurance (permitting waiver of liability of insurer's rights of subrogation) is carried by the insured party under such to the extent of any recovery by the insured party under such insurance policy.

Landlord, at its sole expense, shall obtain fire and extended coverage insurance covering the buildings in the apartment community. If the fire, loss, damage, or injury was caused by negligence of the Resident or the visitors of the Resident, the Resident shall be responsible for the deductible part of the insurance policy.

Resident, at its sole expense, shall obtain fire and extended coverage insurance covering Resident's personal property in the premises. If Resident's personal property includes flotation bedding or furniture, then pursuant to Section 83.535, Florida Statutes, Resident must carry in Resident's name a flotation insurance rider with a loss payable clause to Landlord in an amount deemed reasonable by Landlord.

- 16. CONDEMNATION:** Resident hereby waives any injury, loss or damage, or claim thereof, against Landlord resulting from any exercises of the power of eminent domain for all or any part of the premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong to the Landlord. This Lease shall terminate as of the date the right to possession vests in the condemning authority and rent shall be apportioned as of that date.

In the event any part of the property and/or building(s) of which the premises are a part, whether or not the premises are affected, shall be taken as the result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Resident given within sixty (60) days after the date of taking, terminate this Lease as of a date set out in the notice, not earlier than thirty (30) days after the date of the notice. Rent shall be apportioned as of the termination date.

- 17. NOTICE:** Except as otherwise set forth herein, Resident notices shall be deemed given when given in writing and delivered to the premises or mailed to the Resident at the premises by certified mail, return receipt requested. Except as otherwise set forth herein, notice to be given Landlord shall be deemed given when in writing and mailed to **102 S. Old Dixie Hwy., Lady Lake, FL 32159**, certified mail, postage prepaid.

- 18. PETS:** No pets are allowed on these premises, excepting Certified Seeing Eye or Hearing animals as required to achieve the normal functions of a household member. Resident shall be liable for any damage to the premises by such guide animal. A Pet Agreement, if applicable, is incorporated into this Apartment Rental Agreement. If owner does consent to a pet, a **Non-Refundable Pet Fee** will be charged in addition to the original Security Deposit.
- 19. RESIDENT'S BREACH:** In the event any of the following breaches occur, Resident does hereby authorize and empower Landlord to cancel, annul, and terminate this Lease at once, and the Landlord shall then institute summary proceedings for eviction as set forth in Florida Statutes, Chapter 83 Section 59. Such action may also include recovery cost against the Resident as well as double rent from the Resident for the time period for which the Resident refuses to surrender possession.

 - a. If said monthly rent, or any other monies due, whether the same be demanded or not, are not paid when they become due.
 - b. If said premises are inappropriately used, or used for any purpose other than as specified above, or if any damage or waste shall be committed or suffered therein.
 - c. If Resident fails or neglects to abide by the Rules and Regulations as created by Landlord.
 - d. If Resident creates or permits any unnecessary noise in or about said premises, to include without limitation the operation of musical instruments, television sets, radios and phonographs, to the extent that other occupants in the same building make complaints for that reason.
 - e. If any information supplied Landlord on the application proves to be false or deliberately misleading.
 - f. If any terms, conditions or covenants of the Lease to be kept or performed by Resident shall be violated or neglected.
- 20. ACCELERATION:** If Resident should default under this Lease, or if eviction is sought for nonpayment of rent, Landlord shall have the right to accelerate and demand payment of all rent due for the remainder of the Apartment Rental Agreement. Rent payments will be accepted as they become due until the dwelling is leased to a new resident. Payments must still be submitted by the 4th of each month and will be considered late thereafter, with all applicable fees assessed per the rent payment terms of this agreement.
- 21. RESIDENT'S PERSONAL PROPERTY:** All personal property on the premises shall be at the risk of Resident only. Landlord recommends Resident obtain insurance coverage for Resident's own protection.
- 22. WAIVER:** The failure of either party to insist in any instance on strict performance of any covenant or condition hereof shall not be construed as a waiver of such covenant or condition. No modification, change or cancellation hereof shall be valid unless in writing and executed by all parties hereof.
- 23. PEACEFUL ENJOYMENT:** Landlord covenants that Resident, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the premises for the term mentioned, without hindrance or interruption.
- 24. LANDLORD'S MAINTENANCE:** Landlord will maintain the building, appliances, and any unassigned community areas in a decent, safe and sanitary condition, but failure to do so shall not be grounds for nonpayment of the sum due by Resident to Landlord hereunder or the nonperformance of Resident's other obligations without due process. Resident shall promptly notify Landlord in writing of any accident or defect in water pipes, gas pipes or electric wires of fixtures and heating apparatus in order that Landlord may make the necessary repairs. Landlord shall not be liable for damages due to the temporary breakdown or discontinuance of same.

- 25. RESIDENT MAINTENANCE:** It is agreed that Resident will be responsible at his expense for minor maintenance, stoppage of sewer due to his misuse, broken water pipes due to freezing, broken windows and screens, and ordinary maintenance, including the shampooing of carpets prior to vacating. Resident has examined the property and acknowledges it to be in good repair and Resident will do all minor maintenance promptly, (under \$25 excluding labor).
- 26. SAVINGS CLAUSE:** If provisions of this Lease are determined to be in conflict with the laws of the State of Florida, or any other applicable law thereby making said provision(s) null and void, the nullity shall not affect the other provisions of this Lease which can be given effect without the said provisions(s), and to this end, provisions of this Apartment Rental Agreement are severable.
- 27. RECORDING:** This Lease shall not be recorded in the County Records.
- 28. PRONOUNS:** For purposes hereof, any masculine pronouns shall include the feminine, any feminine pronouns shall include the masculine, any plural pronouns shall include the singular, and any singular pronouns shall include the plural pronouns.
- 29. BINDING AGREEMENT:** All covenants and agreements in this Lease shall be binding upon the heirs, executors, administrators, successors, and assigns of Landlord and Resident. **Each and every Resident in the premises shall be jointly and severally liable for all obligations accruing under this Lease, and each and every covenant and agreement contained herein, including but not limited to the obligation to pay rent.**
- 30. CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Apartment Rental Agreement nor shall they affect its meaning, construction or effect.
- 31. RADON GAS:** 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. In compliance with Florida Statute 404.056, this Radon Gas notification is incorporated into the Apartment Rental Agreement between Landlord and Resident on the day and year as signed below.

RESIDENT UNDERSTANDS THAT HE MUST COMPLY IN ALL RESPECTS WITH THE TERMS AND PROVISIONS OF THIS LEASE AND ALL RULES AND REGULATIONS. SECURITY DEPOSITS WILL BE REFUNDED THIRTY (30) DAYS AFTER THE KEYS HAVE BEEN RETURNED TO THE OFFICE, IF THE PREMISES ARE IN GOOD ORDER (NO DAMAGES), ACCORDING TO FLORIDA STATUTE (83.49)(3A) THE WRITTEN 30-DAY NOTICE HAS BEEN GIVEN PRIOR TO VACATING, ALL OTHER TERMS OF THE LEASE HAVE BEEN FULFILLED, AND A FORWARDING ADDRESS IS LEFT AT:

102 S OLD DIXIE HIGHWAY, LADY LAKE FL 32159, OR OTHER PLACE AS DESIGNATED BY LANDLORD.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first written above.

Witness to Landlord	Landlord,
Witness to Resident	Resident,
Witness to Resident	Resident,
Witness to Resident	Resident,

- | | |
|--|--|
| Attachments:
Notice of Holding Security Deposit
Conditions for Security Deposit Return
30-Day Notice Statement
Agreement Regarding Abandoned Property
Smoke Detector & Fire Extinguisher Agreement
Month-To-Month Charge Addendum To Lease
Drug/Crime Free Addendum | Mold Addendum to Lease
Pet Addendum – If applicable
Hold Harmless & Indemnification Agreement
Occupancy Rules and Regulations
Affirmation By Applicant
Lease Addendum – If applicable |
|--|--|

NOTICE OF HOLDING SECURITY DEPOSIT

DATE

Pursuant to Florida Statutes 83.49(2) this notice is to advise you that your security deposit is being held in a non-interest bearing account solely holding security deposits at the following Florida banking institution:

**COLONIAL BANK
431 U.S. HWY. 27/441
LADY LAKE, FL 32159**

Resident understands that the security deposit funds are not to be used as rent by the Resident, but may be applied by the Landlord or his agent, to any amounts due under the terms of the Apartment Rental Agreement or Florida law after the Resident vacates the premises and only after proper notice is given to the Resident as required by law.

Florida Statute 83.49(3) provides as following: (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 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenants last known mailing address of his or her intention to impose a claim on the security 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 s. 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 **Hendry Properties @ 102 S. Old Dixie Hwy., Lady Lake FL 32159**. If the landlord fails to give the required notice within the 30-day period, she forfeits the right to impose a claim upon the security deposit. (b) Unless the tenant 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 or her claim and shall remit the balance of the deposit to the tenant 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 the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar. (d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

X _____

X _____

DATE

DATE

Hendry Properties

102 S. Old Dixie Highway, Lady Lake, FL 32159
352-638-2623

Date: _____

Resident: _____

Address: _____

CONDITIONS FOR SECURITY DEPOSIT RETURN

Charges will be made against the tenant's security deposit for damages to the unit beyond ordinary wear and tear.

Several of the most frequent categories of deductions are explained below with the standard charges indicated. This listing is not to be taken as all-inclusive, and charges may be adjusted in accordance with the severity of damage.

Baseboard cleaning	\$50.00
Bathroom Entire Major Cleaning	\$50.00
Bathroom Floor Cleaning	\$10.00
Bathroom mirror – replace broken	\$70.00
Bathroom or Kitchen Sink Cleaning	\$5.00
Bathroom toilet cleaning	\$10.00
Bathroom tub/shower cleaning	\$15.00
Broken window – replace glass	\$150.00
Carpet – patch (burn holes, stains)	\$100.00
Carpet – professional cleaning (may be waived if tenant supplies receipt from professional)	\$100.00
Carpet – replacement per room	\$250.00
Counter tops or cabinets doors (nicks, gouges, burns, stains)	\$100 - \$200
Damaged lock replacement	\$50.00
Damaged Vertical Blinds	\$15.00 per slat/\$35 for pull mechanism/\$150.00 maximum per window/door
Door Jambs – replace interior door jambs	\$100.00 per doorway
Door Replacement	\$75.00 to \$250.00 per door (maximum may be charged if frame is damaged)
Drip pans for stove (replace)	\$6.00 each
Drywall Replacement (holes in wall greater than 6")	\$100 per wall
Failure to return keys	\$45.00
Flea Treatment	\$75.00 per treatment (usually two treatments are required, as follow-up to get eggs is

	usually necessary)
Hauling furniture	\$50.00 per item
Hole patch (6" or smaller, but requiring more than just spackling to cover)	\$25.00 per hole
Holes – Fill nail/tack holes (spackling)	\$1.00 per hole/\$10.00 minimum
Kitchen/bathroom cabinets cleaning (interior cleaning, not including painting)	\$15.00
Linoleum – Replace Bathroom	\$100.00
Linoleum – Replace Kitchen	\$150.00
Marble window sill damage	\$10.00 per linear foot/\$45.00 minimum
Paint – minor touch-up through-out	\$50.00
Painting - Entire Apartment Repaint	\$350 to \$750.00 (depending on # bedrooms and location of unit)
Painting - Entire Room Repaint	\$100.00
Painting – pre-application of stain blocker (Kilz) prior to repaint	Minimum \$50.00/Maximum of \$250.00
Refrigerator Cleaning	\$25.00
Screen replacement	\$30.00 per window or door
Shower Door Replacement	\$150.00 per door
Smoke Detector replacement	\$15.00
Stove/Oven Cleaning	\$45.00
Tile Floor major cleaning - Kitchen/Living Room scrub/deep clean/grout joints	\$100.00
Tile Floor minor cleaning - Kitchen/Living Room sweep and mop floors	\$50.00
Tile Replacement – cracked or chipped due to abuse, not due to settlement	\$15.00 per square foot/minimum charge of \$100.00
Window Cleaning	\$10.00 per window

Prices are subject to change. This list covers the most common charges, but it is in no way intended to be a comprehensive list of charges. Other charges may apply.

By my signature below, I acknowledge receipt of these conditions for return of Security Deposit.

Resident\ Date

Resident\ Date

Resident\ Date

IMPORTANT NOTICE

As per your Apartment Rental Agreement, paragraph 4, Security Deposit, a **30 day written notice** must be received by this office prior to vacating in order for any portion of a security deposit to be returned. Please be advised that a 30 day notice does not release you from the term of your Apartment Rental Agreement and your entire Security Deposit will be forfeited if you do not fulfill the entire term of your Apartment Rental Agreement. In addition to forfeiting your Security Deposit, you will be held liable for the balance of the rent due for the remaining term.

AGREEMENT REGARDING ABANDONED PROPERTY

As per Florida Statutes Section 93.67(3), the undersigned Landlord and Resident agree that in the event Resident leaves any personal property behind on the premises after Resident surrenders or abandons the premises, Landlord will not be liable or responsible for storage or disposition of the personal property.

This agreement is made between Landlord and Resident of property described as

_____.

Witness to Landlord

Landlord

Witness to Resident

Resident\

Witness to Resident

Resident\

Witness to Resident

Resident\

Date

SMOKE DETECTOR & FIRE EXTINGUISHER AGREEMENT

NOTICE THIS DOCUMENT PLACES A DUTY UPON THE RESIDENT TO REGULARLY TEST THE SMOKE DETECTOR (S) AND REPORT ALL MALFUNCTIONS TO OWNER OR MANAGEMENT AGENT IN WRITING.

THIS ADDENDUM dated _____, will become a part of the original lease or rental agreement dated _____, between **Hendry Properties**, Lessor, and _____, Lessee/Resident, for the residence located at _____.

I (we) do hereby acknowledge receipt of **2** smoke detection devices and **1** fire extinguisher(s) in good working condition and properly installed.

REPAIR. I (we) agree that it is our duty to regularly test the smoke detector(s) and/or fire extinguisher(s) and agree to notify owner or agent immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s). Owner shall repair or replace the smoke detector(s) and/or fire extinguisher(s), assuming the availability of labor and materials in the event we notify owner or agent of any defect in writing.

MAINTENANCE. I (We) agree to replace the smoke detector(s) battery, if any, at any time the existing battery becomes unserviceable.

REPLACEMENT. I (We) agree to reimburse owner or agent upon request, for the cost of a new smoke detector(s) and/or fire extinguisher(s) and the installation thereof in the event the existing smoke detector(s) and/or fire extinguisher(s) becomes damaged by me, my guests or invitees.

DISCLAIMER.

I (We) acknowledge and agree that owner or agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s) and/or fire extinguisher(s)

I (We) assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s), regardless of whether such malfunction or failure is attributable to connected with, or in any way related to the use, operation, manufacture distribution, repair, servicing or installation of said smoke detector(s) and/or fire extinguisher(s).

No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by owner, its agents or employees to me regarding said smoke detector(s) and/or fire extinguisher(s), or the alleged performance of the same, owner or agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and/or fire extinguisher(s) and expressly disclaims all warranties of fitness for a particular purpose, of habitability, or any and all other expressed or implied property caused by

- (1) My failure to regularly test the smoke detector(s) and/or fire extinguisher(s):
- (2) My failure to notify owner or agent of any problem, defect, malfunction, or failure of the smoke detector(s) and/or fire extinguisher(s):
- (3) theft of the smoke detector(s) and/or fire extinguisher(s) or its serviceable battery; and/or
- (4) false alarms produced by the smoke detector(s).

TENANT\

TENANT\

TENANT\

DATE

DATE

DATE

MONTH-TO-MONTH CHARGE ADDENDUM TO LEASE

This addendum agreement to the lease for the premises known as _____ hereinafter, the "PREMISES" is agreed to and shall bind the TENANT(S), its heirs, estate, or legally appointed representatives, hereinafter, "TENANT(S)" and MANAGEMENT and/or OWNERS, hereinafter, "MANAGEMENT".

TENANT(S) agree that upon the ending date of the lease agreement as indicated on the lease, if TENANT(S) remain on the premises with the permission of MANAGEMENT, TENANT(S) agree to pay an additional MONTH TO MONTH CHARGE sum of rent per month along with the monthly rent payment.

The MONTH-TO-MONTH ADDITIONAL RENT SUM SHALL BE \$_____ and the payment thereof shall in no way be construed by the parties as a term renewal of the original lease.

_____ TENANT ____/____/____

_____ TENANT ____/____/____

_____ TENANT ____/____/____

_____ MANAGEMENT ____/____/____

DRUG/CRIME FREE ADDENDUM

In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine.

2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.

3. Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.

5. Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT 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 material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

RESIDENTS INITIALS: (_____) (_____) (_____)

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN HENDRY PROPERTIES (OWNER OR AGENT) AND _____, (TENANTS) FOR THE PREMISES LOCATED AT _____, FL.

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, it can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. **OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.**

TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM, & MOP
- USE HOOD VENTS WHEN COOKING, CLEANING, AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHUAST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT "HANG DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS ANDS ILLS IF MOISTURE PRESENTS
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

TENANT(S) SHALL REPORT IN WRITING:

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- MOLDY CLOTHING, REFRIGERATOR, AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPINGS FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING, OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- ANY AND ALL MOISTURE

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and mold is not due to an ongoing leak or moisture problem, tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and Tenant(s) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Tenant(s) or other persons and/or Tenant(s) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: Tenant(s) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: If Tenant(s) fail to comply with this addendum, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew, or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against Tenants(s) at law or in equity and Tenant(s) shall be liable to Owner for damages sustained to the Leased Premises. Tenant(s) shall hold Owner and agent harmless for damage or injury to person or property as a result of Tenant(s) failure to comply with the terms of this addendum.

HOLD HARMLESS: If the premises is or was managed by an agent of the Owner, Tenant(s) agree to hold agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

PARTIES: This addendum is between the Tenant(s) and owner and or agent managing the premises. This addendum is in addition to and made part of the lease agreement and in the event there is any conflict between the lease and this addendum, the provisions of this addendum shall govern.

PET AGREEMENT

DATE

RESIDENT

In consideration of \$_____ a non-refundable pet fee paid by the Resident to the Landlord, Resident is allowed to keep the following pet:

Species/Breed

Weight/Height

Color

Name

Age

The following conditions must be abided by:

1. No pet raising activities.
2. No other pets other than those listed above shall be on the premises without further written permission from the Landlord.
3. Resident agrees at all times to keep the pet from becoming a nuisance to neighbors and/or other Residents. This includes controlling the barking of the pet, if necessary and cleaning any animal waste on and about the premises.
4. No dogs over 20 pounds.
5. No puppies, kittens, rabbits, ferrets, snakes, rodents or potbelly pigs.
6. Cats must be declawed and spayed or neutered.
7. No pets may be tied outside.
8. A Maximum of two pets will be allowed.
9. No outdoor pets are allowed. Please do not encourage strays by feeding them.
10. No fences or pens may be constructed.
11. Pets must be controlled outside on a short leash by a responsible party.
12. In the event the pet causes destruction of the property, becomes a nuisance, or Resident otherwise violates this Pet Agreement, Landlord may terminate the Apartment Rental Agreement according to Florida law.

Notice: Any fee or deposit above shall not limit the tenant's obligation.

This agreement is made between Landlord and Resident on **December 1, 2006** this date.

X _____
RESIDENT

X _____
RESIDENT

X _____
RESIDENT

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement is executed by and between Hendry Properties, Landlord, and _____, Resident of _____, FL _____.

As a condition of Landlord permitting Resident to keep an animal in the premises, Resident has agreed to HOLD HARMLESS the Landlord from all claims or damages whatsoever as may be caused by any animal on the premises. The parties hereby agree to the following:

- 1. Resident shall be permitted to keep and house the animal upon the premises for so long as Resident resides in the premises, provided the animal does not cause any harm or damage, or threaten any harm or damage to persons or property. Resident shall strictly abide by any rules imposed by Landlord regarding the keeping of the animal.
- 2. Resident shall hold Landlord HARMLESS from all manner of action and actions, cause and causes of actions, suits, liabilities, controversies, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, or otherwise, that Resident may have or that any third party may have against Landlord on account of or arising from the keeping of such animal on the Premises, or any liabilities that may arise as a result of the animals behavior or the Resident's action or inaction, and shall indemnify Landlord for any liability or expense that Landlord may incur by virtue of such actions and actions, cause and causes of actions, suits, liabilities, controversies, trespasses, damages, judgments, executions, claims and demands whatsoever, so arising, in law or in equity, or otherwise, including but not limited to attorney's fees and costs.
- 3. If any such claim or liability is asserted against Landlord, Resident will either engage counsel of his choice, or Landlord may engage council of his choice, without cost or expense to Landlord, and Resident shall pay reasonable fees to such council and the expenses to defend and hold Landlord HARMLESS, and Resident shall make all payments to be made by Landlord pursuant to any final order, judgment or settlement that may be entered in a court of competent jurisdiction or between parties to any controversy.

The undersigned Resident has caused this HOLD HARMLESS AND INDEMNIFICATION AGREEMENT to be executed on _____, this date.

LANDLORD

RESIDENT

RESIDENT

**STATE OF FLORDA
COUNTY OF LAKE**

Subscribed and sworn before me, a Notary Public in and for said County and State, _____, this date.

NOTARY PUBLIC

COMMISSION EXPIRES

HENDRY PROPERTIES OCCUPANCY RULES AND REGULATIONS

Welcome to our Apartment Community. We wish to thank you in advance for your cooperation in helping our community be a more desirable place to live in. Occupancy rules and regulations are established by management to enable residents to better understand the purposes, objectives and standards of our community.

RESIDENTS AGREE TO THE FOLLOWING RULES AND REGULATIONS

OFFICE HOURS: The business office is open Monday through Friday from 12:30 pm to 4:30 pm. It is expected that you will conduct regular business transactions during this time. The business office is closed on Saturday and Sunday. Our after hours EMERGENCY phone number is: 638-2623.

RENT: All rent is due and payable on the first day of the month by check or money order. If cash is presented, please make sure that it is for the exact amount. Rental payments are considered delinquent after the 1st day of each month. A LATE FEE OF 10% WILL BE CHARGED ON THE 5TH DAY OF EACH MONTH IF YOUR RENT PAYMENT IS NOT CURRENT. On the 6th day that the rent remains unpaid, legal action may be implemented to collect the rent or recover possession of the unit. In accordance with Florida Statutes, Chapter 80-301, a NSF check charge of \$25.00 or 5% of the check amount, whichever is larger, will be collected on a returned check, plus the late charge. Personal checks will no longer be accepted from the person who wrote an NSF check.

CHILDREN: (These rules & regulations apply to visitors and residents.)

1. Children shall not play in public areas except to those designated recreational areas in accordance with the rules and regulations and times posted in said areas. No playing is allowed in the driveways, streets, or grass areas of other tenants.
2. Children are to play in the grassy areas behind the apartment. Children of all ages may ride their bicycles on the concrete as long as an adult supervises them and their bicycles are properly stored when not being ridden. **DO NOT LEAVE BICYCLES OR ANY OTHER TOYS IN THE DRIVEWAYS OR SIDEWALKS OF THE APARTMENTS.** Joy riding, bicycle racing, roller-blading, skating, skateboarding, or any other form of activity, which, in the management's opinion, is dangerous, or a hazard to other residents of the property, is expressly forbidden.
3. Planted areas shall not be walked upon nor used as a play or storage area, nor shall any items be placed on them.
4. Parents(s) and/or guardian(s) shall be responsible for the conduct and actions of children and their guests and will be held liable for any damage and enforcement of these rules and regulations.
5. Children under the age of 12 must be supervised at all times in the sidewalk and driveway areas. **It is imperative that they be supervised.**

GENERAL:

1. Resident agrees to abide by all property RULES AND REGULATIONS whether promulgated before or after the execution of the rental agreement.
2. You are responsible for any damages caused by you, your children, or your guests due to carelessness, negligence, or willful destruction of property, apartment, common grounds, or other tenants' property.
3. Resident shall not alter or install any lock, knocker, peephole, or other attachment on any door, wall, or ceiling of apartments without written consent of management.
4. No interior alteration, additions, painting, or redecoration may be done to apartments or patios without the written consent of management. If approved, all such alterations and additions and fixtures shall remain as part of the apartment.
5. It is your responsibility to arrange for and make required deposits for all utilities, cable TV, etc.
6. There will be no sub-letting, re-renting, or loan of your apartment to others. Occupancy is by your immediate family and only those persons listed on the Rental Agreement as residents of your unit.
7. Air rifles, pellet guns, bows and arrows, or any other weapons are not permitted in the public areas of the property.
8. Threatening with, or discharge of a firearm within the property limits is cause for police action.
9. Residents may construct no fence, obstruction, or structures of any kind. No exceptions.
10. There will be no waterbeds or water furniture of any kind on the premises without prior written consent of management, and insurance coverage should be made out to Hendry Properties.
11. Patio areas may contain patio type furniture, one grill, flower boxes, and garden pots. All items must remain on the patio not in grass area or on Air Conditioning equipment. No other items may be stored in such areas. Limit your plants to three or four, do not block doorways or walkways. Weight equipment should be kept within the apartment.
12. No signs, signals, illumination, advertisements, notices, television, stereo, or radio antennas or aerials (including satellite dishes), awnings, foil or paper, wiring or any other equipment or lettering shall be in any manner affixed or exposed on or at any window or any other part of the inside or outside of the apartment or elsewhere on the property or buildings, without prior written consent of management.

CONDUCT: Residents are responsible for the conduct and all actions of your guests or visitors. Please advise them of the Community RULES AND REGULATIONS.

1. You are liable for damage to public areas, buildings, and fixtures, your apartment, furnishings, and adjacent apartments caused by your negligence or the negligence of your family or guests.
2. Public areas are for your use and enjoyment. Conduct yourself in a manner, which does not interfere with, or abuse the rights of any other resident or their

guests. **DRINKING OF ALCOHOLIC BEVERAGES IS EXPRESSLY PROHIBITED OUTSIDE OF YOUR APARTMENTS.**

3. No soliciting except with permission of management.
4. **RESIDENTS SHALL NOT MAKE, NOR PERMIT, ANY PUBLIC OR PRIVATE NUISANCES OR DISTURBING NOISES, CONDUCT, MUSIC, STEREO, TELEVISION, OR PARTYING IN THEIR APARTMENTS OR ELSEWHERE ON THE PROPERTY SO AS TO DISBURB OR ANNOY OTHER RESIDENTS.**
5. **ALL RESIDENTS HAVE THE RIGHT TO PEACEFUL AND QUIET ENJOYMENT OF THE PREMISES AS STATED ON THEIR AGREEMENT.**

SPEED LIMIT: Speed limit at all times is no more than five (5) mph.

PARKING: Resident's, their families, guests or visitors will obey parking regulations of the property.

1. No motorcycle or automobile, which, in the opinion of management, is in an untagged, unsafe, or dilapidated condition, shall be permitted on the property. No motorcycle or automobile shall be started or driven in a manner that will cause excessive noise or pollution.
2. Any vehicle on the property not registered in the office shall be towed away at owners' expense.
3. Guest parking shall be permitted in designated areas only.
4. **NO PARKING OR DRIVING ON THE GRASS!!!!**
5. Semi-trucks, trailers, mobile homes, boat trailers, campers, motorized scooters, tents or any other form or type of passenger or recreational vehicles are not allowed anywhere on the property.

KEYS: For your protection, no one will be permitted a key or permitted entrance to your apartment without prior written permission from you. If you lock yourself out of your apartment, the office will let you in for free during normal business hours, if you can provide identification. After hours, a charge in the amount of \$50 will apply, if personnel are available. There is a \$10.00 charge, if resident needs a replacement key and fee is to be paid in advance. If resident requests re-keying of locks it must go through the office and resident will be responsible for the charge of \$25.00.

VIOLATIONS: Violations of any part of these **RULES AND REGULATIONS** may result in the termination of the offending residents' lease rental agreement. These **RULES AND REGULATIONS** may be added to or amended from time to time by management and such amendments and additions will become effective immediately and binding on the resident.

THE UNDERSIGNED RESIDENT (S) HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF AND AGREES TO BE BOUND BY AND OBSERVE ALL PARTS OF SAID RULES AND REGULATIONS.

DATE _____ RESIDENT _____

DATE _____ RESIDENT _____

DATE _____ RESIDENT _____

APT _____.