

LEASE AGREEMENT

This is a legal document. Your signature will commit you to certain obligations detailed in this lease. If you do not read and understand English well, it is YOUR OBLIGATION to obtain an explanation of the content of this lease by an attorney or competent person. Management Office is not permitted to explain or interpret your legal rights and responsibilities under this lease.

Este es un documento legal. Su firma lo comprometerá a ciertas obligaciones detalladas en este contrato. Si usted no puede leer inglés y no entiende este documento, es SU OBLIGACION de obtener una explicación del contenido de este contrato por un abogado o persona competente. Burkett Properties, Inc. no puede, éticamente, explicar o interpretar sus derechos y responsabilidades dentro de este contrato o traducir el mismo al español.

This Lease Agreement (the "Lease") is entered into on «LeaseSignDate» by and between *(list all persons aged 18 and older)*:

Lessee 1. «Lessee1»	Lessee 3. «Lessee3»
Lessee 2. «Lessee2»	Lessee 4. «lessee4»

Collectively referred to as "LESSEE," and the LESSOR known as **Burkett Properties, Inc.**, referred to as LESSOR. Execution of this Lease by Lessor is based on information gathered and investigations conducted as part of the Application Process. The "Rental Application" forms and the information contained therein shall be for all purposes considered and integral part of this lease.

General Terms

1. **THE PROPERTY:** LESSEE agrees to lease from LESSOR Apartment No. «Unit» located at «Address» (referred to in this Lease as the "Apartment"), for use as a private residence only. Note: If the property occupied under this lease is a Single family residence, then the Term "Apartment" throughout this lease shall be understood and construed to mean "House" as opposed to an apartment.

LEASE TERM: The initial term of the Lease begins on «LeaseStartDate» (the "Commencement Date") and will expire 12 consecutive months later if the notice requirements pursuant to the terms of paragraph 17 of this Lease are complied with. If the notice requirements are not met, this lease will automatically be extended, subject to the terms of paragraph 17, for a one additional one-year term unless extended again as outlined herein. LESSEE agrees to vacate the Apartment and deliver possession of the Apartment to the LESSOR or the community Manager no later than 5:00 p.m. upon the expiration, early termination or any extension term expiration date of the lease. LESSEE shall comply with the written move-out notice requirements under the applicable Community Policies and Procedures. **LESSEE is bound by this Lease** to the total amount of rent due under this Lease for the entire term of the Lease. Notwithstanding anything to the contrary contained within this paragraph or this entire document, the term of this lease shall, upon 30 days written notice from landlord to tenant, immediately terminate and become a month to month tenancy if the rate of inflation, as measured by the United States Government (CPI) ever exceeds 5%.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

2. **DELAY OF OCCUPANCY:** If the Apartment is not ready for occupancy by the LESSEE on the Commencement Date for any reason, LESSOR will not be responsible for any claims, damages, or liabilities from the delay. In that event, this Lease will not take effect until the Apartment is ready for occupancy.

3. **RENT:** LESSEE will pay \$ «Rent» per month for rent, payable in advance and without demand from the Lessor. Rent includes the use of the Apartment, the common areas and pay amenities that may be particular to the Apartment and this Lease. The monthly rental amount for this Apartment includes the following charges:

Rent	«Rent»
Parking	«Parking»
Storage	«Storage»
Total:	«Total»

If the term of this Lease commences prior to the first day of a month, rent shall be prorated for such portion of a month. LESSEE agrees to pay this prorated portion of the monthly rent, in addition to the first full month's rent. **LESSEE must pay rent on or before the first day of each month. LESSEE's rent is considered late if not paid on or before the first day of the month. Cash is not accepted. LESSEE must not withhold or offset rent.** LESSOR may, at its option, require at any time that LESSEE pay all rent and other sums in certified or cashier's check, money order, or one monthly check rather than multiple checks. If LESSEE does not pay on time, LESSEE will be delinquent, and LESSOR may exercise any and all remedies under this Lease and/or Florida Statutes.

Rent is due on the 1st of each month. If LESSEE does not pay all rent on or by 5:00 PM on the 4th day of the month, LESSEE will pay a late charge of \$75.00. All late charges under this Lease shall be considered additional rent. Each returned check shall be assessed a service charge pursuant to Florida law, statute 68.065. All charges under this Lease for returned checks shall be considered additional rent and may be placed on a statutory three-day notice for nonpayment. If LESSEE violates any restrictions contained in the Community Policies and Procedures, LESSEE may be assessed additional charges as set forth in the Community Policies and Procedures. A copy of the Community Policies and Procedures is incorporated into this Lease, and its terms are incorporated by reference into this Lease. LESSEE's Apartment will be unfurnished.

4. **SECURITY DEPOSIT:** LESSEE will deposit with LESSOR a Security Deposit to guarantee the performance of each and every obligation and promise made by LESSEE in this Lease. LESSOR shall be entitled to apply the Security Deposit in payment for LESSEE's breach of any obligation under this lease. The fact that the LESSOR holds or applies the Security Deposit will not affect LESSOR's rights to possession of the Apartment for nonpayment of rent or any other reason. LESSEE's Security Deposit is being held at SunTrust Bank, a Florida Banking Institution located in Bal Harbor, FL in a separate non-interest bearing account.

5. **OCCUPANTS:** During the term of this Lease, the Apartment will be occupied only by LESSEE's and (list all other occupants younger than 18 years of age that are NOT LESSEE'S):

Under 18 Occupant 1:	«Occupant1»
Under 18 Occupant 2:	«Occupant2»
Under 18 Occupant 3:	«Occupant3»

Persons not listed above must not stay in the Apartment for more than 30 consecutive days without LESSOR's written consent.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

6. **USE OF THE APARTMENT:** The Apartment will be occupied only for residential purposes, and only by LESSEE(s) and any other occupants identified in paragraph 6 of this Lease. The Apartment shall not be used for any purposes prohibited by the laws of the United States, or by the laws, codes or ordinances of the State, County, City or Town in which the Apartment is located.

7. **MULTIPLE LESSEES:** Each LESSEE is jointly and severally liable for all the Lease obligations. If LESSEE or any guest or occupant violates the Lease, including any rules or Community Policies and Procedures, all LESSEES are considered to have violated the Lease. Our requests and notices (including notices to vacate) to any LESSEE constitute notice to all occupants and LESSEES. Notices and requests from any occupant or LESSEE (including notices or Lease termination, repair requests, and entry permissions), constitute notice from all LESSEES. In eviction suits, any one of multiple LESSEES is considered the agent of all other LESSEES in the Apartment for service of process. Security Deposit refunds may be by one check jointly payable to all LESSEES; the check and any deduction itemizations may be mailed to one LESSEE.

Utilities and Telecommunications

8. UTILITIES AND TELECOMMUNICATIONS:

The rent paid by LESSEE includes the provision of the following utilities, if checked:

water sewer trash collection

LESSEE will pay for all other utilities, related deposits, and any charges or fees for utility services connected in LESSEE's name. If LESSEE's electricity is ever interrupted, use only battery-operated lighting.

9. **LIMITED POWER OF ATTORNEY:** By signing this Lease, LESSEE hereby designated LESSOR as LESSEE's attorney-in-fact, and agent for the limited purposes of: (a) Choosing the provider of gas, electric, water and other utilities and cable television, telecommunications, or other electronic communication services LESSEE will use at the Apartment; (b) Exercising any rights of a subscriber to cable television or telecommunication services under the provisions of 47 CFR § 76.801 and § 76.802 (or any similar or supplementary regulation or law which has been or may be adopted), including but not limited to the right to voluntarily discontinue cable television services with a particular provider and the right to acquire any "home wiring" within the meaning of such regulations; and (c) making any election to purchase and purchasing any wiring located in the walls and/or attached to the buildings in which the Apartment is located, pursuant to 47 CFR § 76.802(3) or (4). In the event that LESSOR makes an election to purchase any wiring located in the walls and/or attached to the buildings, LESSEE, assigns to the LESSOR and all rights of ownership arising out of the purchase. This Power of Attorney is irrevocable during the term of the Lease, and is coupled with an interest. LESSOR agrees that it will not use this Power of Attorney or its status as agent to terminate cable television or other telecommunications services to the Apartment unless LESSOR has arranged for substitute services which are substantially comparable to those being terminated. This Limited Power of Attorney and agency will end upon the expiration of this Lease.

Special Provisions and Community Policies

10. **Damage:** In the event of any damage caused by tenant or tenant's guests, LESSOR may require advanced payment of said repairs for which LESSEE is liable. Any delay in demanding sums LESSEE owes is not a waiver by LESSOR of such right.

11. **Intentionally left blank.**

12. **COMMUNITY POLICIES AND PROCEDURES:** LESSEE and all guests and occupants must comply with all written Community Policies and Procedures, including instructions for care of

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

LESSOR's property. **The Community Policies and Procedures are considered part of this Lease.** LESSOR may make reasonable changes to the written Community Policies and Procedures, effective immediately, once distributed and are applicable to all units in the Apartment Community and do not change dollar amounts on page 2 of this Lease.

Protection of Persons and Property

13. **INSURANCE:** LESSEE shall be held liable for any and all damage to the building or other Apartment units which arises from LESSEE's or their guests conduct. Such damage includes, but is not limited to, damage to doors, floors, windows or screens, damage from windows or doors left open, and damage from wastewater stoppages caused by improper objects in lines exclusively serving the LESSEE's Apartment.

As a material inducement for LESSOR to enter into this lease, LESSEE agrees to purchase a comprehensive renters insurance policy which shall provide for the following:

- The Tenant must provide proof of insurance coverage to the Landlord or the Landlord's Agent at any time upon request.
- Tenant agrees to obtain Tenant liability insurance in an amount not less than \$100,000.
- The Tenant's policy shall have the Landlord and Landlord's Agent named as "additionally insured."
- If the Tenant does not provide proof of such coverage upon request, Landlord may reserve the right (but in no case is required or expected) to place liability coverage in Tenant's name and at Tenant's expense.
- The cost of the insurance policy premium, if placed by Landlord, may be considered as "additional rent".
- A Tenant may not act nor permit others to act in a manner that will adversely affect, increase the cost of, or result in the cancellation of any fire or other insurance policy of the Landlord covering the Premises.
- The tenant acknowledges that all of their personal property (or property which belongs to others placed on the Premises at the invitation of or with the consent of the Tenant) is at the Tenant's sole risk.
- To the extent permitted by law, the Tenant shall indemnify and hold harmless Landlord from and against any loss or damage to such personal property.
- Notwithstanding anything to the contrary in paragraph 13 and as a material inducement for LESSOR to enter into this lease agreement, if LESSEE shall fail to provide the insurance coverages outlined herein or breaches any of the terms of paragraph 13, then LESSEE agrees to fully indemnify, protect, save and hold harmless LESSOR from any claims whatsoever the LESSEE may have against LESSOR, the property, the property's owners, agents of LESSOR or property owners,

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

their employees and/or vendors or subcontractors doing work for LESSOR, the property owner at or on the property.

13a. **CRIMINAL BACKGROUND AND ACTIVITY:** By signing this Lease, LESSEE represents that neither LESSEE nor any occupant of the apartment has ever **been convicted of any felony** and that to the best of LESSEE's knowledge, neither LESSEE nor any occupant of the Apartment is the subject of a criminal investigation or arrest warrant. LESSEE hereby represents that LESSEE has never been convicted of any criminal charge of a sexual nature and that no criminal charges of a sexual nature are pending adjudication at this time. LESSEE further represents that LESSEE has never been on probation for any sexual criminal activity with adjudication withheld conditional upon fulfillment of any probationary requirements.

LESSEE, any member of LESSEE's household, or a guest or other person under the LESSEE's control shall not engage in criminal activity, including drug-related criminal activity, on or off Apartment Community Property. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell or distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). LESSEE, any member of the LESSEE's household, or a guest or other person under the LESSEE's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off Apartment Community Property. LESSEE or members of the household will not permit the dwelling unit 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. LESSEE or member of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or off premises or otherwise. LESSEE, any member of the LESSEE's household, or a guest or other person under the LESSEE's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of fire-arms, on or near premises. Violation of the above provisions shall be a material violation of the Lease and good cause for termination of tenancy. A single violation of any of the provisions of this paragraph shall be deemed a serious violation and a material noncompliance with the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by preponderance of the evidence.

14. **LESSEE'S REPRESENTATIONS TO LESSOR:** LESSEE represents and warrants that all information provided to LESSOR, including the information provided in the application for the rental of the Apartment (the "Application"), is true, complete, and correct. If any information LESSEE provides to LESSOR is determined to be false, LESSEE will be in breach of this Lease, LESSEE understands and agrees that the Application is hereby made a part of the Lease, and a breach of any representations or warranties in the Application shall be a breach of this Lease.

Maintaining the Lease and the Property

15. **BINDING NATURE OF LEASE:** This Lease is a legally binding agreement. The covenants and conditions contained in this Lease shall apply to and bind the heirs, legal representatives, and assigns of the parties.

16. **RELEASE OF LESSEE:** Unless LESSOR has given LESSEE a written release, LESSEE will not be released from this Lease for any reason.

17. **TENANT'S AGREEMENT TO PAY ASSESSMENTS AND MAINTENANCE DEDUCTABLE:** As a significant inducement for landlord to enter into this lease agreement with tenant, tenant agrees to the following requirements contained within this paragraph: that if there are main line sewer blockages at the building or property, higher monthly water bills relative to normal monthly bills or any other type of unusual or tenant negligent non recurring charge (s) that landlord shall incur, that Tenant shall be charged an equal assesment which shall be calculated to cover the cost of same, along with the other tenants in the building or property, for each and every one of

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

these types of occurrences. Said total assessment shall be equal to the cost to correct the problem or to pay the bill related to the above outlined incident. Tenant acknowledges that these types of occurrences are not within the control of the landlord, but primarily relate to the tenants and their behavior at the property. Tenant acknowledges his/her responsibility to make all attempts to minimize these types of occurrences by using responsible behavior in the unit and agrees to advise the Management office immediately if tenant becomes aware of these types of issues.

18. CONDITION OF THE PREMISES AND ALTERATIONS: By signing this Lease, LESSEE accepts the Apartment, fixtures and appliances in its present condition, except for conditions identified on the Move In Inspection. Otherwise, everything will be considered to be in a clean, safe, and good working condition. LESSEE agrees that in signing this Lease LESSOR has made no representations, warranties (expressed or implied), or covenants related to the Apartment or the Apartment Community as a whole.

LESSEE accepts the Unit exactly as it is, in clean and habitable condition and agrees not to repaint, retile, recarpet, change, alter, modify or in any way create permanent differences to the unit without the express written consent of the LESSOR. LESSEE acknowledges that they have thoroughly inspected the Unit and agree that the move-in checklist is accurate. LESSEE further agrees to notify LESSOR, *in writing via certified mail*, within 10 days of the move-in of any unnoted exceptions to the move-in checklist, otherwise LESSEE accepts the Unit and agrees that the move-in checklist is complete and accurate and waives all rights to contest same. LESSEE must use customary diligence in maintaining the Apartment and common areas.

LESSEE may not install, attach, connect or maintain on or in the Apartment or any part of the Apartment building interior or exterior, alarm systems, cable television hook-ups, satellite dishes or receivers, antennas, additional phone lines, major appliances (excluding microwave ovens, televisions and stereo equipment not attached to the premises) or devices of any kind, or change such items without the written consent of LESSOR and then, if granted, only upon the terms and conditions specified in such written consent. LESSOR will allow a reasonable number of small nail holes for hanging pictures on sheetrock walls in the grooves of wood-paneled walls, unless our Community Policies and Procedures state otherwise. No water furniture is permitted without written consent of LESSOR. A renter's insurance policy covering liquid filled furniture will be required prior to the installation of the furniture. Alterations or replacement of locks or installation of bolts, door knockers, peepholes or other attachments on the interior or exterior of any door must be installed by the Service Staff and have LESSOR's prior approval unless statutorily allowed. LESSEE agrees not to alter, damage or remove LESSOR's property, including alarm systems, smoke detectors, telephone and cable TV wiring, screens, locks, and Security devices. LESSEE's improvements to the Apartment (whether or not LESSOR consents) become LESSOR's unless LESSOR agrees otherwise in writing.

Lessee agrees that if the apartment has an existing alarm system, that Lessee is responsible for all maintenance and monitoring costs on said alarm including replacement parts if necessary. Lessee hereby acknowledges that if management has delivered an alarm with the unit, that said alarm is in "as is" condition and may not be working currently or monitored-or both.

18.5 HVAC Systems: Lessee further agrees that the HVAC system has been delivered in good working order. That said unit is clean and has a clean filter attached. Lessee shall maintain, at lessee's cost, all air filters on the air conditioners and be responsible for the customary charge to remove and clean dirty coils and for the repair to each air-conditioning unit that shows evidence of unchanged or non-filter use, and/or has dirty condenser coils. The minimum charge to remove and clean a/c air handler coils is \$375.00. Additionally the prorated cost recapture for a HVAC unit damaged by non filter use or other tenant neglect shall be charged to tenant and calculated by dividing the cost of the entire HVAC unit by an expect life of 8 years. Tenant and Landlord hereby agree, that for purposes of this calculation, that the remaining life expectancy of any neglected unit shall be deemed to have been reduced by 50%. Tenant shall be responsible for these cost and charges.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

19. **REQUESTS, REPAIRS, AND MALFUNCTIONS:** LESSEE should notify the Community's Management Office at 305-534-0102 of all service requests 24 hours a day. Emergencies involving immediate danger to person or property, including fire, gas, smoke or crime in progress should be reported immediately to Emergency Services by calling 911.

LESSEE must notify Lessor of water leaks, electrical problems, blinking or malfunctioning lights, broken or missing locks or latches, and other conditions that pose a non-emergency hazard to property, health or safety. LESSOR may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, LESSEE must notify LESSOR's representative immediately. If air conditioning or other equipment malfunctions, LESSEE must notify the Management Office as soon as possible **on a business day**. If LESSOR believes that any damage is considerable, or that performance of any needed repairs shall require the unit to be vacant in order for said work to be done, LESSOR may terminate this Lease within a reasonable time, not less than 30 days, by giving LESSEE written notice by way of email or as otherwise provided herein of Lessor's intent to terminate the lease. If the Lease is so terminated, LESSOR will refund prorated rent and all deposits, less deductions for any tenant related damage or other fees that may be due and payable.

20. **Return of Apartment Keys:** Tenant acknowledges that if all the keys for the unit are not verifiably returned to the office (certified mail or personal delivery AND tenant obtains a Key Return Form from the office), that the tenant is deemed to still have access of the unit. Given the foregoing, tenant further acknowledges that Landlord will have been damaged financially as a result of failure to return all keys to the unit in a timely manner, that the key deposit (\$20.00) is forfeited by tenant and that tenant will be responsible for a lock change charge of \$175.00.

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

Substitute LESSEES:

22. **SUBLETTING AND REPLACEMENTS:** Subletting is not permitted. Replacing an occupant or LESSEE when more than one person resides in the apartment is allowed *only when LESSOR consents in writing and LESSEE agrees to be subject to all covenants, terms and conditions of LESSOR contained in this Lease.*

Default Provisions and LESSOR's Remedies

23. **DEFAULT BY LESSOR:** LESSOR covenants that on paying the rent and performing the covenants contained in this Lease, LESSEE shall peacefully and quietly have, hold and enjoy the leased Apartment for the agreed term. In the event of a default by LESSOR under the terms of this Lease, LESSEE shall have the right to terminate this LEASE if the default is not cured within forty five (45) days after written notice via certified mail has been provided to LESSOR of such default and Lessor has failed to act diligently to resolve the issue. Security Deposits and prorated rent will be refunded as required by law upon tenant vacating the apartment.

24. **DEFAULT BY LESSEE:** LESSEE will be in default if (1) LESSEE fails to pay rent that LESSEE owes; (2) LESSEE or any guest or occupant violates the Lease, Community Policies and Procedures, or fire, safety, health, or criminal laws; (3) LESSEE abandons the Apartment; (4) LESSEE gives incorrect or false information in the Application or in this Lease (5) LESSEE or any occupant is arrested for a felony or misdemeanor offense involving (a) actual or potential physical harm to a person, (b) possession, manufacture, or delivery of a controlled substance, marijuana

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

or drug paraphernalia as defined in the Controlled Substances Act or (c) sexual misconduct; (6) any illegal drugs or paraphernalia are found in LESSEE's Apartment; or (7) LESSEE or any occupant in bad faith makes an invalid habitability complaint to an official or employee of a utility company or the government.

Holdover. If LESSEE holds over beyond the date contained in LESSEE's move-out notice or LESSOR's notice to vacate (or beyond a different move-out date agreed to by the parties in writing), then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased to double the rent under the Lease without notice; (3) LESSEE will be liable to LESSOR for all rent for the full term of the signed Lease of a new LESSEE who cannot occupy because of the holdover.

Other Remedies. If LESSEE is delinquent in the payment of any sums due under this Lease, LESSOR may report unpaid amounts to credit agencies. Upon default, LESSOR has all other legal remedies available, including Lease termination and all remedies provided by statute. In the event of litigation or arbitration regarding this Lease, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for out time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts shall accrue at the maximum rate permitted by law. LESSEE must pay all collection-agency fees including but not limited to court costs, interest and legal fees.

25. EARLY TERMINATION OPTION. LESSEE may exercise an option to terminate this lease early if the following conditions are met. (1) Lessee delivers to Lessor at least sixty (60) days prior to the intended vacate date, which shall be on the last day of any month, a written notice, via certified mail, of Lessee's intent to vacate the Apartment, signs a break lease agreement and at the same time concurrent with delivery of said notice and executed break lease agreement, (2) Lessee increases, via a cashier's check, lessee's security deposit by an amount equal to an additional two months' rent and (3) Lessee pays to Lessor any outstanding balances and continues to pay all regular rent due, pursuant to all the terms and conditions of this lease, through to the end of the intended move out date as outlined in the Lessee's break lease notice to vacate. Once Lessee has fully honored all provisions of this paragraph and break lease agreement and only after any damages to the unit and any lost rent on the unit prior to it being re-rented are deducted from the increased security deposit, any remaining funds in the security deposit will be refunded. Lost rent is anytime the landlord is not collecting rent on the unit and before a new tenant has taken occupancy of said unit and paid all amounts due for same in full.

Notwithstanding anything to the contrary contained herein this lease document, once a Tenant provides notice of their intent to vacate / terminate or is in the process of being evicted, Landlord or its agent shall have the right to show the unit to prospective tenants during working hours with no less than 3 hours notice to Tenant. Tenant agrees to make arrangements with respect to any animals in the unit so that Landlord or agent can safely show the unit. If tenant fails to return calls to Landlord regarding a request to show the unit after Landlord has attempted same for more than three hours, then Tenant shall be deemed to have given Landlord permission to show the unit and Landlord shall be authorized to show the unit. Landlord may show the premises to perspective tenants at anytime tenant is in default of any terms of this lease agreement.

Eminent Domain or Sale of Property

26. EMINENT DOMAIN OR SALE OF PROPERTY. If all or any substantial part of the LESSOR's property is taken or condemned by any competent authority for any public use or purpose or the property is sold by owner, the term of this Lease may, at the option of the LESSOR or the condemning authority, be terminated. All proceeds from such a taking or condemnation of the LESSOR's property shall belong to and be paid to LESSOR.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

27. RENT INCREASE / TENANT OPTION TO TERMINATE OR EXTEND LEASE: The initial rent term of this lease agreement is for one year subject to this paragraph. Tenant shall have the option to extend this lease for successive one-year periods, with an increase in the rental rate, at landlord's discretion, not to exceed 12% per annum. A notice of intent to terminate by tenant or landlord may be exercised at anytime during the first 306 days of any initial or extension lease term by tenant or landlord providing written notice, via Certified Mail only. Conversely, the option to extend this lease shall be deemed exercised by tenant and landlord if tenant or landlord does not provide a written notice of tenant's or landlord's intent to terminate the lease, via Certified Mail only, not less than 59 days prior to the end of the initial or any extension one year period.

GENERAL CLAUSES

28. INTERPRETING THIS LEASE. *Neither LESSOR nor any of LESSOR's representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between LESSEE and LESSOR. LESSOR's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, and no authority to make promises, representations, or agreements that impose*

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Security duties or other obligations on LESSOR or LESSOR's representatives unless in writing. No action or omission of LESSOR's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. LESSOR's not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances.

Exercising one remedy will not constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent, or management company is personally liable for any of LESSOR's contractual, statutory, or other obligations merely by virtue of acting on LESSOR's behalf. Neither an invalid or unenforceable clause nor the omission of initials on any page of this Lease shall invalidate this Lease. All provisions regarding LESSOR's non-liability and non-duty apply to LESSOR's employees, agents, and management companies. This Lease is subordinate or superior to existing and future recorded mortgages at lender's option.

29. NOTICES. Notices shall be in writing and served by hand delivery, United States first-class or certified mail, postage prepaid, or overnight delivery unless specifically specified otherwise.

- a. To LESSEE at the Apartment address outlined in this lease, and;
- b. To the LESSOR at 9429 Harding Ave., #2, Surfside, FL 33154

If service to LESSEE is by regular U. S. mail, notice shall be deemed effective five days after the mailing. Notices served to the LESSEE are effective if left with some person residing in or in possession of the Apartment above the age of 16 years, or at the time of posting same on the door to the Apartment.

30. ARBITRATION: Any and all issues and/or disputes between the parties concerning this Lease, the provisions of this Lease, the apartment unit itself and/or any and all other issues related to the undersigned Tenants and Landlord whatsoever, shall be submitted to arbitration pursuant to the procedures of the state in which the Apartment Community is located before a panel of three (3) independent third party arbitrators; one such arbitrator to be selected by each of the disputing parties and the third arbitrator to be mutually selected by the two arbitrators so selected. Each party shall designate its arbitrator within forty-five (45) days of service of the demand for arbitration. The arbitrators shall have no authority to award punitive, exemplary, consequential, special, indirect or incidental damages or attorneys' fees. The parties shall share equally the fees and costs of the arbitrators and shall otherwise bear their own costs and expenses of the arbitration. The panel of arbitrators shall be instructed to resolve the dispute within a period of sixty (60) days from the date the panel convenes and shall issue a written decision setting forth the reasons for their determination.

31. With respect to the preceding paragraph and as a significant inducement for landlord to enter into this lease agreement with tenant, Tenant acknowledges the following: That but for the three issues outlined in paragraph 31.5, which are common occurrences and considered normal and regular in the course of the property management business, landlord and tenant agree that binding arbitration in all other cases is a more efficient and cost effective way to handle any other type of dispute. Tenant recognizes and affirms that this agreement between the parties is only intended to keep costs to a minimum while addressing any issues that may arise between the parties and does not prejudice either. Further, if at anytime, for any reason, any judicial authority should make a finding that any part of paragraph 30, 31 and/or 32 is unenforceable and as a result make same unusable in the matter at hand at that time, then Tenant agrees, affirms and commits that with respect to any dispute and any outcome of same, that tenant will bear his/her own legal fees and costs and not attempt to make landlord responsible for same.

31.5 LESSOR shall not be required to submit to binding arbitration disputes arising from: (1) the enforcement of any payments that may be due under this Lease, including but not limited to rental payments and collections efforts for same; (2) the repossession of the premises; or (3) the termination

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

of the Lease by reason of a default by LESSEE under the Lease. LESSOR shall have all rights and remedies under law and in equity with respect to any such disputes. Delinquent accounts shall accrue interest at the highest rate allowed by law. Customer shall pay all costs of collection including attorney's fees. LESSEE acknowledges and agrees that this paragraph is a significant inducement for Landlord to enter into this lease and constitutes a waiver of all rights to civil court action for a dispute arising under the terms of this Lease, subject to the provisions hereof, and only the arbitrators, not a judge or jury, will decide any dispute excepting those outlined in this paragraph. LESSEE hereby waives any and all rights to a jury trial in any matter that is disputed in the courts of the State of Florida or in the courts of the United States of America. LESSOR and LESSEE agree that the laws, codes or ordinances of the state of Florida and of the United States of America will control in the enforcement of this Lease.

32. **PAYING SUMS DUE:** Rent is an independent covenant. At LESSOR's option and without notice, LESSOR may apply money received (other than proceeds received from insurance or utility payments subject to governmental regulations) first to LESSEE's non-rent obligations, then to rent, regardless of notations on checks or money orders and regardless of when the obligations arise. LESSEE understands and agrees that LESSOR'S right under this Lease to apply any and all funds received from LESSEE to any sums due at LESSOR'S sole discretion may result in LESSEE being delinquent on rent and subject to a Three Day Notice for Nonpayment of Rent pursuant to Florida law. Failure to pay the rent in full by the end of the three-day statutory period will result in an eviction action being filed against LESSEE. LESSOR is not required to accept any rental payments from LESSEE after the expiration of the three-day statutory period.

33. **DISCLOSURE:** If a potential LESSOR of LESSEE requests information regarding LESSEE's rental history, LESSOR is authorized to provide it. LESSEE's rental history may include, but is not limited to, LESSEE's payment record, conduct, or the conduct of guests.

34. **FAIR HOUSING:** LESSOR supports Fair Housing and agrees not to discriminate based on Race, Color, Religion, National Origin, Sex, Handicap or Familial Status.

35. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is 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.

36. **COPIES AND ATTACHMENTS;** This Lease has been executed in single copy. Any of LESSOR's rules, such as the Community Policies and Procedures, are attached to this Lease and a copy given to LESSEE at signing. The Apartment Inspection Report is incorporated into this Lease. LESSEE acknowledges receipt of all items below. The items below are attached to this Lease:

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

The following pages include:

Move-in Check-List Addendum

Move-in Balance Payoff Schedule Addendum

Mortgage Verification Addendum

Parking Addendum

Pet Policy Addendum

Criminal Activity Addendum

Construction Activity Addendum

Community Policies and Procedures Addendum

Assumption of Liability Addendum

Mold Remediation Addendum

Waiver of Liability Addendum

**Disclosure of Information on Lead Based and/or Lead Based
Paint Hazards**

Satellite Dish and Antenna Connection Addendum

Washer and Dryer Addendum

Move-in Addendum

Utility Addendum

Termination Options Addendum

Maintenance Visit Fee

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

This is a binding legal document. Read carefully before signing. LESSEE acknowledges receipt of this lease upon execution and that additional copies may be obtained for a an administrative \$15 fee. Please keep lease in a safe place.

Signatures:

LESSEE 1:

Signature:	X
Print Name:	«Lessee1»
Date:	«LeaseSignDate»

LESSOR: **Burkett Properties, Inc.**

Signature:	
Print Name:	
Date:	«LeaseSignDate»

LESSEE 2:

Signature:	X
Print Name:	«Lessee2»
Date:	«LeaseSignDate»

LESSEE 3:

Signature:	X
Print Name:	«Lessee3»
Date:	«LeaseSignDate»

GUARANTOR:

Signature:	X
Print Name:	«Guarantor»
Date:	«LeaseSignDate»

This is a legal document. Your signature will commit you to certain obligations detailed in this lease. If you do not read and understand English well, it is YOUR OBLIGATION to obtain an explanation of the content of this lease by an attorney or competent person. Management Office is not permitted to explain or interpret your legal rights and responsibilities under this lease.

Este es un documento legal. Su firma lo comprometerá a ciertas obligaciones detalladas en este contrato. Si usted no puede leer inglés y no entiende este documento, es SU OBLIGACION de obtener una explicación del contenido de este contrato por un abogado o persona competente. Burkett Properties, Inc. no puede, éticamente, explicar o interpretar sus derechos y responsabilidades dentro de este contrato o traducir el mismo al español.

«Lessee1»:	X
«Lessee2»:	X
«Lessee3»:	X

Move in Check-List Addendum

Item:	Type/Location	Date	Condition
Floors:			
Living Room	«LRFirTpe»	«LeaseSignDate»	«LRFloor»
Bedroom 1	«BR1FirTyp»	«LeaseSignDate»	«BR1Floor»
Bedroom 2	«BR2FirTyp»	«LeaseSignDate»	«BR2Floor»
Kitchen	«KFirTyp»	«LeaseSignDate»	«KitchenFir»
Bathroom 1	«Bath1FirTyp»	«LeaseSignDate»	«Bath1Flr»
Bathroom 2	«Bath2FirTyp»	«LeaseSignDate»	«Bath2Flr»
Paint:			
Living Room		«LeaseSignDate»	«LRPaint»
Bedroom 1		«LeaseSignDate»	«BR1Paint»
Bedroom 2		«LeaseSignDate»	«BR2Paint»
Kitchen		«LeaseSignDate»	«KithenPaint»
Bathroom 1		«LeaseSignDate»	«Bath1Pt»
Bathroom 2		«LeaseSignDate»	«Bath2Pt»
Appliances:			
AC 1 (or Central)		«LeaseSignDate»	«AC1»
AC 2		«LeaseSignDate»	«AC2»
Refridgerator		«LeaseSignDate»	«Refridge»
Stove		«LeaseSignDate»	«Stove»
Dish Washer		«LeaseSignDate»	«DishWash»
Lights		«LeaseSignDate»	«Lights»
Other		«LeaseSignDate»	«Other»
Kitchen:			
Countertop		«LeaseSignDate»	«Countertop»
Backsplash		«LeaseSignDate»	«Backsplash»
Cabinets		«LeaseSignDate»	«Cabinets»

General Condition of Unit:	
Exceptions:	«Exceptions»
Comments/Other: (Office Use only)	«General_Condition»

Condition Legend:

- Excellent:** The item is new or in like new condition with no exceptions.
- Good:** The item is in like new condition possibly with a very slight cosmetic imperfection that is barely detectable and would generally not be noticed.
- Fair:** The item has normal wear and tear attributable to it, but is acceptable and in good working condition. It is agreed that said item does not adversely affect the overall condition of the item or unit and that the tenant will not be held responsible for item's existing condition. Tenant will deliver this item back in the same condition, normal wear and tear excepted. Any damage beyond the item's existing condition, normal wear and tear excepted, will be assessed to tenant.
- Damaged:** The item is damaged beyond normal wear and tear and an explanation may be detailed in the Exceptions or Comments area. Tenant agrees to accept this item in its current condition for the duration of the lease in return for the negotiated rental rate outlined in this lease document. The tenant will not be held responsible for existing damaged items as outlined above, but will be responsible for any damage beyond the item's existing condition, normal wear and tear excepted.
- NA:** Not applicable.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Move-in Balance Payoff Schedule Addendum

Lessor agrees to allow Lessee to move in to the unit specified in this lease with the understanding that said Lessee has fully paid the required security deposit and shall pay off the balance of their **initial rent payment** which is \$«Date1». Said amount shall be paid in equal monthly installments of \$ «Installment» which shall be due on the following dates:

Amount	Due Date
«Installment»	«Date1»
«Installment»	«Date2»
«Installment»	«Date1»
«Installment»	«Date2»

If Lessee fails to make said payments when due, the Lessor and/or its Agent shall post a 3 day notice and begin eviction proceedings, as prescribed by law, at Lessee's expense.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Mortgage or New Apartment Verification Addendum

Lessee understands that if Lessor receives a request for verification of residency from a mortgage lender or potential new landlord that the Lessor charges a nominal processing fee (\$100.00) for this type of verification.

Upon Receipt of the processing fee, LESSOR will provide the information requested.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Parking Addendum

This is to confirm my understanding that parking at my property, if existing, is available under certain terms unique to each property. I understand that Parking charges for parking in and on the property are generally extra. If no such charges are noted herein, then I must make arrangements with the office to pay for parking and note same in this lease in order to park on the property or in the alternative, use street side public parking adjacent and near to Lessee's building.

Unless otherwise stipulated parking is the LESSEE's responsibility and as such Lessee must make arrangement with the City of Miami Beach or any other applicable government authority for parking decals or permits.

It is expressly understood and acknowledged by tenant that the owners of the property and/or Management shall not bear any responsibility whatsoever for any damage to any vehicle in, on or around our property. Further, tenant expressly agrees to purchase insurance for any of their vehicles and only look to same for reimbursement for any damages sustained to any vehicle in, on or around our property for any reason.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Pet Policy Addendum

The acceptance of pets is solely at the discretion of the management in accordance with but not limited to the following terms:

1. Resident must live in a pet friendly building.
2. Resident desiring to have a pet in the apartment must complete **Pet Agreement Addendum** to the lease and agree to abide by all of the terms therein.
3. Only one pet per apartment will be permitted in most cases. Pet will not weigh more than **40 pounds at maturity**.
4. Pet must be kept in compliance with all state and local laws, codes or ordinances
5. **Resident agrees to pay, for each pet, a non-refundable pet fee of ½ a month rent or a full month refundable pet deposit at the time of the lease signing or before based on animal size and breed.**
6. Resident understands that violation of the pet policy shall a default under this lease.
7. Pet must be brought to the Leasing Office for identification, photographs and tag.
8. No animals prohibited by County, State or local laws will be permitted.
9. Tenant acknowledges and accepts that pet deposit shall be forfeited if management office is compelled to admonish tenant more than three times about disruptive, destructive or behavior issues related to the pet.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Criminal Activity Addendum

RESIDENT acknowledges that there is always a risk of criminal activity and/or mischief in and about the property of the OWNER that may be possible, however, not readily preventable. Accordingly, any resident who voluntarily parks his car at the property of the OWNER agrees to assume all risks of parking his automobile and to maintain automobile insurance for his vehicle while parked at the property of OWNER. RESIDENT further agrees to look solely to his insurer in the event of any damages to his automobile and/or personally located therein while on the premises of the OWNER, RESIDENT further acknowledges and agrees that OWNER shall not be held responsible for any damages resulting from criminal activity to: RESIDENT'S person, any guest or invitee of RESIDENT, RESIDENT'S automobile, and/or RESIDENT'S personal property located therein, on the common elements of OWNER, or in RESIDENT'S apartment unit and further agrees to release, hold harmless, indemnify, protect and defend OWNER IF RESIDENT suffers bodily injury or property damage in such event(s).

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Construction or Sale Notification Addendum

I understand that the building that I am moving into may at some point in the future undergo construction, remodeling, condo conversion and/or repair activities. I have been informed that if such activities were to take place in my building that my living environment will be impacted and I acknowledge that I have not been notified or promised of any commencement or termination dates for any potential or ongoing construction activities. I acknowledge that the pricing of my apartment is reflective of the current condition and circumstances surrounding the community and accept the aforementioned conditions as stated herein.

In the case of a condo conversion or sale of property by owner, notwithstanding anything contained herein, owner may with at least 60 days notice to tenant via certified mail, terminate this lease.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Community Policies and Procedures Addendum

It is Management's goal to maintain this development as an outstanding apartment community in this area. In order to promote and maintain this community, and as a condition of residency, Management has established the following policies. All residents and guests must abide by these policies, as they are essential for the comfort and convenience of all community residents.

Balconies and Patios: Please help Management maintain an attractive community by keeping your patios or balconies neat and free of unsightly clutter. Potted Plants cannot exceed more than one foot above the balcony rail. Drying laundry, Hanging Plants, Hammocks, Bar-B-Q grills and Torches are strictly prohibited. Final determination of any "questionable" displays will be solely at the discretion of Management. Satellite dishes are permitted on patios or balconies after first receiving written approval and signing a Satellite Dish Approval form. **Such dishes may not be affixed to the building exterior.**

Barbecue Grills: Barbecue grills of any kind are not permitted on patios and balconies.

Car Wash and Repair: Due to the damage caused to asphalt and landscaping by detergents and cleaning solvents, washing of cars in the community will not be permitted unless designated by Management in a specific area. Management also asks that residents not perform any repairs, including but not limited to oil changing, engine tuning etc. on their cars in the community.

Common Areas and Supervision of Children: All common areas, including but not limited to parking lots, stairwells, breezeways, jogging trails, laundry rooms, courtyard areas, clubrooms, sports courts, sidewalks, water features, bay, pools and lawns **must** be kept clear at all times of any trash, refuse, pet waste, bicycles, athletic equipment, riding equipment and other toys. If any such items are noticed by Management personnel and appear to be abandoned, they will be picked up and may be retrieved from the Management Office upon paying a storage fee of \$10.00 per day. If not picked up in 30 days Management reserves the right to disposed of said items in any manner they deem fit, including possible donation to a charitable organization.

Common areas are for the use and enjoyment of all residents of Burkett Properties Residence. No loitering is permitted. Any residents, occupants and/or their guests conducting themselves in any unreasonable or offensive manner shall be subject to removal from the common areas and such conduct shall further constitute a breach of the lease.

The riding of bicycles, skateboards, roller blades / skates or any other riding vehicles will not be permitted in any common area unless otherwise approved by the General Manager. The *landscaping is provided to enhance the beauty of the community.* **No playing is allowed in any landscaped area.** Play should be limited to those areas designated (when provided by Management) for playing outside games.

All persons under the age of 12 residing in the community **must** be accompanied by a parent, guardian or legal custodian, or an authorized representative thereof 18 years of age or older, upon the return of the child from school or other activity. Children may not be permitted to remain in the common areas of Burkett Properties Residence without such supervision and must have access to their apartment, upon return from school or other activity. The failure of Resident to provide such supervision and access shall constitute a breach of the Resident's lease.

Disturbances, Noises, Etc.: Residents must refrain from making or permitting any disturbing noises by their family members or guests. Any noisy or boisterous conduct, including the loud playing of stereos, televisions or musical instruments, which would disturb the peace and quiet enjoyment of other residents, is absolutely prohibited. The practice of illegal activities is grounds for eviction.

Entrances, Hallways, and Mechanical Rooms: In compliance with the State and Local Fire

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Codes, bicycles, wagons, carts, and other items are not to be left at entrances or in hallways at any time. Likewise, nothing should be stored in mechanical rooms, which contain the furnace and/or hot water heater. Storing items in mechanical rooms could result in damage or personal injury. Please obtain permission from the Management Office prior to posting flyers, notices in any location.

Exterior Alterations: In order to maintain an attractive Community and not disturb the architectural designs that have been created, no alterations to the exterior of the building may be made by residents. The only exception will be the displaying of the American Flag on private patios and balconies only, on such days as 4th of July, Flag Day (June 14th), Memorial Day, Labor Day and other recognized dates. The means of mounting the flag must be approved by Management; **Residents may install their own outside satellite dishes after first receiving written approval and signing a Satellite Dish and Antenna Approval form. Residents must also provide management with a copy of their monthly satellite bill upon request; failure to do so would constitute a breach of the residents lease.**

Furnishings: All equipment, appliances and amenities in the apartment are to be used for the purposes intended and in accordance with any instructions provided. Alteration of these furnishings is strictly prohibited without written consent of Management. No appliances (including washers and dryers) may be installed or stored in the apartment unless written permission has been obtained from Management.

Please do not overload your dishwasher, washer / dryer and **only use** detergents made for automatic dishwashers and washer / dryers.

Do not flush paper towels, disposable diapers, aluminum can tabs, sanitary napkins, tampons, or cotton swabs in the toilets.

If you do not have a frost-free refrigerator, it is time to defrost when approximately one inch of ice has built up in your freezer. Please do not use sharp objects to defrost your freezer, as they will puncture the freezer wall.

Guests: Guests and visiting children are welcome at Burkett Properties Residence. However, if you would like for your guests to use the recreational facilities, you must be with them at all times. No more than two guests per resident are permitted at the pools at any time. Guests and visiting children should limit their stay to no more than one-week duration per visit unless prior written permission has been obtained from Management. You are responsible for the conduct of your guests. Please help make their stay more enjoyable by informing them of Burkett Properties Residence policies in advance. We may exclude guests or others who, in our judgment, have been violating the law; violating the lease or any apartment community rules; or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any patio or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant or guest of a specific resident.

Intercommunity Transfers: Transfers from one apartment to another must be approved by the General Manager, a fee paid, a new escrow deposit made, and a new lease must be signed. There are no transfers of the provisions of the old lease to the new lease. The vacated apartment will be inspected and if left in the same condition it was at the time of occupancy (normal wear and tear excepted), the deposit will be refunded and a new deposit will be required for the new apartment. All outstanding balances must be brought current at time of transfer.

Interior Alterations: Residents wishing to make any alterations such as painting, wallpapering,

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

or hanging decorative light fixtures on the interior of their apartments must first obtain written permission from Management. If approval is given, the following general rule will apply. Upon vacating the apartment, the resident must remove the improvement and restore the apartment to its original condition; or if the outgoing resident wishes to leave the improvement and Management determines that it is acceptable; the improvement may remain and become part of the property. Alterations not permitted include contact paper, tub adhesives, corkboard, mirrored squares, non-strippable wallpaper and tape to secure wall hangings. Nails, mollies and toggle bolts are acceptable and will be removed upon move out by Maintenance at no charge unless there is excessive damage to the wall.

Keys and Locks: Alterations or replacement of locks or installation of bolts, door knockers, peepholes or other attachments on the interior or exterior of any door must be installed by our Maintenance crew and have Management's prior approval. Management will admit, if a maintenance person is available, residents who have been locked out of their apartment for the following nominal charges: \$56.00 between the hours of 9:00 am to 5:00 p.m. Monday through Friday. If a maintenance person is not available or **for after hour lock out, at Lessee's cost, call York Lock and Key in South Beach, at (305) 672-5622 or Miami Beach Locksmith in North Beach at 305-867-5250.** Cylinder change-out is \$75.00 per lock. The amount will be billed to your account and payment is expected by the next billing cycle. **Lessee agrees not to change any locks and agrees in advance to a deduction not to exceed \$100.00 from tenant's security deposit should it be discovered that tenant has replaced the locks on the apartment without written permission from Burkett Properties.**

Laundry Facilities: Laundry facilities are available for the exclusive use by residents during the hours posted. Residents shall not permit persons under the age of 12 to go to the laundry room unless accompanied at all times by a parent, guardian or legal custodian 18 years of age or older. Clothes, laundry baskets, detergents, etc., should not be left unattended in the laundry areas. Please remove your laundry as soon as the machine shuts off. Management is not responsible for loss of or damage to personal articles. Please help Management in maintaining your laundry facility by disposing of lint, empty containers, softening sheets, etc., in a trash receptacle. At no time should the laundry facility waste container be used for your daily accumulation of refuse, nor should the facilities be used as a playroom or storage area.

Motorcycles/Mopeds: Motorcycles and Mopeds are permitted and must be registered with the Burkett Properties Residence. They must be parked in the areas designated by Management with a small wooden board under the kickstand to prevent damage to the asphalt. At no time may gasoline powered vehicles be stored inside the apartment or building, on a patio/balcony or next to a building, in an entranceway, on a sidewalk, or under a staircase. No explosive materials or fluids are to be stored or left in the above areas (such as gasoline or fuel grade alcohol, etc.).

Moving of Furniture: Management reserves the right to designate the time and method for moving or removing any freight, furniture, goods, merchandise, or other articles to or from the premises. Residents may not move furniture in or out of the premises, through patio doors, or through the use of elevators without Management permission.

Pets: In a building that does allow pets, permission must be secured in writing from Management with the appropriate fees paid in full before the pet may reside in your apartment. **Visiting pets are not permitted at any time.** Please make sure your guests are aware of this policy so they may make other arrangements. Pets are not permitted on the lawns and must be leashed at all times. Owners are required to clean up after their pets and adhere to all other guidelines included in the Pet Addendum. Trained Handicap Assistance Animals are not considered pets. These animals are permitted, and the Rules and Regulations stipulated in the Pet Addendum do not apply to them.

Renter's Insurance. It is the responsibility of the Resident to secure renter's insurance for the contents of the apartment in addition to liability coverage. Please make sure your policy is current at all times. Neither the property Owner nor the Management Company will be responsible for

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

residents' belongings.

Service Requests: Requests for service should be made in writing or by calling the Maintenance Department at **305-534-0102**. Any plumbing leak of a serious nature, or electrical failure should be considered an emergency, in which case Management should be notified immediately. Air conditioner problems will not be considered an emergency unless the outside temperature exceeds 89°. Any expense incurred by Management as a result of mistreatment of the apartment or common areas will, insofar as necessary, be assessed against the resident(s) responsible. For your convenience and information, a set of instructions for the operation of appliances and mechanical equipment is available upon request. If for any reason it should be necessary to call FIRE, RESCUE, or POLICE for assistance, please call 911 directly for help rather than the Management office. Notify Management immediately AFTER calling the Police, Fire Department as to the nature of the emergency.

Solicitors and Salespeople: Because Management wants all residents to enjoy the privacy of their apartments, we ask that any uninvited solicitors or salespeople be reported to the Management Office immediately.

Trash Removal Service: As part of your residency, trash removal service is provided on a regular schedule free of charge. Please wrap all refuse securely and place it in the receptacle or chute. **Discarding or disposing of large articles such as furniture, mattresses, appliances, bulk trash, etc., is strictly prohibited.** Disposal of such items by Lessee will incur charges of \$100.00 per discarded item. Boxes should be completely collapsed, cut and compacted before disposal, please consult with the Management Office on the proper procedures.

Water beds: Waterbeds and other liquid filled furniture are permitted only with written consent of management. A copy of your Renter's Insurance Policy covering liquid filled furniture must be provided to the Management Office prior approval by management and installation of such furniture. This policy must cover the Community for any damage caused by ruptures or leaks of the furniture.

Window Treatments: In order to enhance the appearance of your community, all window treatments must be white levelor type blinds as seen from the outside. Sheets, blankets, flags, paper, posters, foil, etc. **are not** to be hung in place of draperies or blinds. Management reserves the right to determine the acceptability of all window coverings.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

ASSUMPTION OF LIABILITY ADDENDUM

Assumption of Liability: Neither the Owner nor the Management Company shall be liable to resident or to any other person on the premises for any damage to persons or property caused by the wrongful act, omission or negligence of resident, or any other persons on the premises with resident's consent, or caused by the wrongful act or by omission or negligence of any other resident or other resident's family, licensees, or invitees. Neither the Owner nor the Management Company shall be liable for loss or damage to any property of residents or resident's family, employees, or guests at any time located in the leased premises or on any lands and/or buildings of which the leased premises are part, whether due to theft, or suffered by reason of fire, rising water, wind, rain, hail, lightning, explosion or any other cause beyond the Owner's or Management Company's control. Landlord shall not be liable for any injury to property or persons resulting from any failure or interruption of any utilities or of heating, air conditioning or plumbing systems, unless such failure or interruption is due to Owner's or Management Company's unreasonable delay and wrongful act or omission and gross negligence following notice to Owner or Management Company of such defect or condition. Should the resident or any other person on the premises with resident's consent use any laundry connected with the land or buildings of which the leased premises are a part, with or without Owner's or Management Company's consent, the use thereof shall be wholly at the risk of the person using same, and neither Owner nor Management Company shall be liable for any injury to persons or loss of or damage to property arising from such use. Resident hereby releases Owner and Management Company, and their successors and assigns, from any and all claims and damages which may arise out of any accidents or injuries to the resident or any other person on the premises with the resident's consent that may occur in connection with use of such facilities. Resident hereby assumes, for the resident and any other person on the premises with the resident's consent, any and all risks from any accident in connection with use of said facilities, and agrees that neither the Owner nor the Management Company shall be held liable for any such injury sustained by resident or any such persons in connection with use of said facilities.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Mold Remediation Addendum

This Mold Remediation Addendum (this "Addendum") dated «LeaseSignDate» is attached to and made a part of the lease (the "Lease") dated «LeaseStartDate», by and between ("Landlord"), and ("Tenant"), for unit number «Unit» (the "Unit").

Notwithstanding anything contained in the Lease to the contrary, Tenant agrees to use Tenant's best efforts to prevent any conditions in the Unit, such as excessive moisture, that could create an environment conducive to mold growth. In the event such conditions develop, Tenant agrees to remedy such conditions. Landlord is not responsible for the consequences of any Tenant conduct that leads to or exacerbated mold growth, and Tenant shall indemnify and hold Landlord harmless from any such conduct of Tenant. Tenant further agrees promptly to report to the Community Manager, in writing, any actual or potential mold problem, regardless of what may have caused such problem. Failure to make a prompt written report of any such potential mold problem constitutes a breach hereof and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of the unreported conditions.

Tenant further agrees that in the event Landlord provides notice to Tenant of Landlord's intention to remediate mold in Tenant's Unit, Tenant will provide immediate access to Tenant's Unit to permit Landlord to remediate any problem. In the event Landlord determines, in its sole discretion, that Tenant should vacate the Unit during remediation, Tenant will relocate to another unit within the community for the period of time necessary to complete such remediation. In the event no other unit within the community is available for such a relocation, as determined by Landlord in its sole discretion, Landlord shall provide Tenant, at Landlord's sole discretion, either (a) relocation to another nearby community owned or operated by Landlord or its affiliate, or (b) termination of the Lease without penalty for such termination and without any financial obligation beyond the date of such termination. Tenant's refusal to relocate in accordance with these provisions, or any other interference with Landlord's remediation efforts, shall constitute a breach of the Lease and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of exposure to or the presence of mold. Landlord may terminate the Lease and/or evict Tenant immediately upon Tenant's breach of any provisions of this Section, and Landlord may exercise any one or more of any other remedy available to Landlord under the terms of the Lease for such a breach hereof or at law or in equity. If (a) Tenant has made a good-faith written report to the community manager of an actual mold problem in Tenant's Unit, and (b) within seven [7] days after such report Landlord has not {1} taken any action to inspect or remedy mold in Tenant's Unit, or {2} provided Tenant with a plan of remediation for Tenant's Unit, then and only then Tenant may terminate the Lease without penalty for such termination and without any financial obligation beyond the date for such termination. Nothing herein shall release Tenant from any obligation or claims related to delinquent and/or past due rent and/or other fees or charges or other amounts due and owing (including, without limitation, rent and utility or other similar fees prorated to the date of such termination).

Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged and the provisions of the Lease shall be applicable to the fullest extent not inconsistent with this Addendum. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Waiver of Liability Addendum

This addendum is made part of the Lease Agreement between "Lessor" and "Lessee" dated «LeaseSignDate» (date).

The signing of this form constituted a waiver of security liability on behalf of the employees, agents, owners and management company.

Neither the employees, agents, owners, nor the management company shall be liable to resident or to any other persons on the leased premises or on any lands and/or buildings, common areas including but not limited to parking garages, with or without residents consent including but not limited to criminal acts by third parties. Lessee herein specifically acknowledges that Lessor cannot protect Lessee, a Lessee's guest, or property from the criminal acts of third parties.

Lessee agrees that in signing this addendum Lessor, employees, agents, owner and management company has made no representations, warranties (expressed or implied) or covenants related to security whether verbal or written. Further, Landlord hereby represents that there is no additional level of security at this property or unit beyond normal locking systems for all apartment doors. And, as a materially inducement for landlord to enter into this lease, lessee agrees to assume all responsibility for lessee's and lessees' guests and visitors security at the property.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Addendum

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead.

Lessor's Disclosure

- 1) Presence of lead-based paint and/or lead-based paint hazards:
 - a) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - b) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- 2) Records and reports available to the lessor:
 - a) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
 Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- 3) ___NA___ Lessee has received copies of all information listed above.
- 4) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

Initials: «Lessee1» «Lessee2» «Lessee3»

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Burkett Properties, Inc.

«LeaseSignDate»
Date

Lessor

X

«Lessee1» «LeaseSignDate»
Lessee Date

X

«Lessee2» «LeaseSignDate»
Lessee Date

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Satellite Dish and Antenna Connection Addendum

Under a Federal Communications Commission order, you as our resident have a limited right to install a satellite dish or receiving antenna on the leased premises. We as a multi-family housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you agree to follow:

1. Number and size. You may install only one satellite dish or receiving antenna on the leased premises. A satellite dish may not exceed one meter (3 feet) in diameter. An antenna may receive but not transmit signals.
2. Location. Location of the satellite dish or antenna is limited to (1) inside your dwelling, or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use. Refer to FCC Restrictions attachment.
3. Safety and non-interference. Your installation: (1) must comply with reasonable safety standards; (2) may not interfere with our cable, telephone, or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunications systems; and (4) may not be connected to our electrical systems except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by (1) securely attaching it to a portable heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as balcony or patio railing without protruding over the railing); or (3) any other methods approved by us. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
4. Signal transmission from exterior dish or antenna to interior of dwelling. Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If your satellite dish or antenna is located outside your dwelling (on a balcony, patio, etc.) the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a 'flat' cable under a door jam or window sash in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables 'through a window pane similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window, without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us.
5. Workmanship. In order to assure safety, the strength and type of materials used for installation must be FCC approved. A qualified person or company must do installation.
6. Maintenance. You will bear the sole responsibility for maintaining your satellite dish, antenna, and all related equipment
7. Removal and damages. You must remove the satellite dish or antenna and other related equipment when you move out of the dwelling. You must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment.
8. Liability insurance and indemnity. You must take full responsibility for the satellite dish or antenna and must provide us with evidence of liability insurance naming us as an additional insured to protect us against claims of personal injury and property damage to others relating to your satellite dish or antenna. The insurance coverage must be

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

\$100,000 (one hundred thousand) which is an amount reasonably determined by us to accomplish that purpose. This coverage must be maintained throughout your residency. You agree to hold us harmless and indemnify us against any other above claims by others.




9. Security deposit increase. A security deposit increase (in connection with having a satellite dish or antenna) is required. Your security deposit (in your lease contract) will be increased by an additional sum of \$100 (one hundred) in order to help protect us against possible repair costs, damages, or failure to remove at time of move out. This security deposit does not imply a right to drill or otherwise alter the lease premises.

You may start installation of your satellite dish or antenna only after you have:

- (1) signed this addendum;
- (2) provided us with a copy of written proof of the liability insurance referred to in paragraph 8 of this addendum;
- (3) paid the additional security deposit referred to in paragraph 9 of this addendum when you have met these requirements, we will issue a written authorization on the community's Satellite Dish Approval Form.
- (4) Received written permission from Burkett Properties, Inc.


FCC RESTRICTIONS

ON THE PLACEMENT OF SATELLITE DISHES
1 METER OR LESS (PIZZA-STYLE)

**OWNERS PROHIBIT
PLACEMENT ON:**

**OWNERS MAY NOT
UNREASONABLY PROHIBIT
PLACEMENT ON:**



- ROOFTOPS
- WINDOW SILLS
- COMMON USE BALCONIES OR STAIRWELLS
- OUTSIDE WALLS

• BALCONIES, PATIOS, OR GARDENS TOTALLY WITHIN THE EXCLUSIVE USE OF THE RESIDENT

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Washer and Dryer Addendum

Your building may have been set up with the appropriate hook-ups to install a washer and/or dryer inside your apartment. If this is the case, before you install any of these appliances you must complete the process outlined below. ***An extra charge of \$50 per month will be added to your account to cover the water expenses associated with the installation of these appliances. If said washer and/or dryer are found to be installed during any inspection or at move out, Tenant shall be liable for the aforementioned charge for the entire term or their lease.***

You may start installation of these appliances only after you have:

1. Submitted all appropriate documents to the leasing office indicating a qualified and licensed individual or company will be perform the installation of said appliances.
2. Signed an agreement indicating that you will be responsible for the extra charge of \$50 per month to cover water expenses.
3. Signed an agreement indicating that you will be responsible for any damages to the building caused from the improper installation of said appliances. These damages include, but are not limited to, water damages due to leaks, electrical problems, etc.
4. Received written permission from Burkett Properties, Inc.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X



Move-In Addendum

Dear Resident:

We are happy to have you as a new member of our community. When moving into your new apartment home, we kindly ask for your cooperation with the following items:

Please schedule your move-in time by calling (305) 534-0102. If no one is available, please leave your contact information and we will contact you to schedule a move-in time and date. Please remember to schedule your move-in as far in advance as possible. It is important to note that your move in time is strictly limited to your scheduled time.

When scheduling time with your moving company, inform them that Burkett Properties, Inc. move-in schedules are strictly enforced. A maximum of (3) hours will be allotted during move-in. Failure to complete the move within your scheduled time will result in the disruption of your move. If another resident is scheduled to move-in, you may be asked reschedule your move in the next available time slot.

You will be held liable for any damages caused to the property by your moving company during move-in. Please monitor the move-in process to ensure that no damage is caused to the property or your apartment home during move-in.

Sincerely,

Burkett Properties, Inc. Management Team

Note: Burkett Properties Inc. shall not be held liable for any fees, penalties and expenses related to your move or any delays associated with same.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

EARLY TERMINATION FEE ADDENDUM

EARLY TERMINATION FEE:

_____ I agree, as provided in the rental agreement, to pay \$_____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee, if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

OR

_____ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

Notwithstanding the foregoing two options, Tenant also acknowledges and accepts that there are other options for termination of this lease which Landlord has made available to tenant in paragraph 25. Tenant recognizes that said option in paragraph 25 provides Landlord and Tenant with an additional option in which Tenant, under certain circumstances and pursuant to the paragraph, may be able to Terminate this lease at less expense and losses to both Tenant and Landlord. Tenant acknowledges that Landlord has provided this option in paragraph 25 in an attempt to mitigate the economic damage resulting from a broken lease agreement to all parties.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Maintenance Visit Fee

Tenant acknowledges, that as an inducement for Landlord to enter into this lease agreement, that tenant agrees to pay a \$19 maintenance visit fee, for each maintenance visit to tenant's unit by management personnel and/or any outside contractors - water leak issues excepted. Posting any notices on tenant's unit shall also incur said fee. This fee shall not apply within the first 10 days of tenancy only.

Tenant acknowledges and agrees that landlord has attempted to provide the most market competitive rent for the unit that the tenant currently occupies. In order to accomplish this, landlord has encouraged tenants to take proactive steps to keep their units in good repair, report issues early and solve minor problems before they become major problems.

While the great majority of maintenance issues can be addressed in one visit, some may require additional visits. If any single maintenance issue requires more than two visits to complete within 30 days, then any additional visit(s) within said 30 day time period for that specific maintenance issue will not be charged. In other words, the most that any single issue could cost a tenant, in terms of the maintenance visit fee, would be \$38 except for the following issues which will be charged as follows:

- | | | |
|----|---------------------------------|------|
| 1) | Drain stoppages within the unit | \$69 |
| 2) | Pest control/fumigation | \$43 |
| 3) | Breakdown of dishwasher | \$69 |

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

Said maintenance visit fees shall be due and payable with the following month's rent. Any unpaid fees shall be considered a default under this lease and if not paid as aforesaid, landlord shall be authorized to deduct said amount (s) from tenant's security deposit after 30 days have elapsed from the charge date or at the time tenant vacates the unit.

END OF LEASE

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X