

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 and trust worthy person. Management Office is not able and cannot ethically 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 y de confianza. Burkett Properties, Inc. no puede y no debe, 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 of the Apartment Community known as **Burkett Properties, Inc.**, referred to as LESSOR. Ratification 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.

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 roll over, subject to the terms of paragraph 17, for an additional one-year term. LESSOR will deliver possession of the Apartment to the LESSEE on the Commencement Date. 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. on the last day of the Lease. LESSEE shall comply with the written move-out notice requirements under the applicable Community Policies and Procedures. LESSEE understands and agrees that this Lease is not a month-to-month lease and that **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, 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 ever exceeds 12%.

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.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

3. **RENT:** LESSEE will pay \$ «Rent» per month for rent, payable in advance and without demand to the Lessor to the Lockbox facility only. Lessor will provide Lessee with coupons and instructions regarding the Lockbox payment process. Lessee acknowledges that the leasing office is not equipped to accept any payments other than the initial move-in payments. Lessee acknowledges that any payments delivered to the leasing office after move-in will be assessed as \$35 processing fee. Lessee expressly agrees to this \$35 fee for **each** payment made to the leasing office. 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 amenities:

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 late if not paid on or before the first day of the month. Cash is unacceptable. LESSEE must not withhold or offset rent unless authorized by statute.** 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.**

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**, in addition to **\$10.00** per day after the **5th** day of the month. LESSOR may give LESSEE a Three Day Notice for Nonpayment of Rent on any day LESSEE has not paid rent in full plus any late charges owed. All late charges under this Lease shall be considered additional rent and may be placed on a statutory three-day notice for nonpayment. **Pursuant to Florida Law, for each returned check LESSEE will pay a service charge of \$40.00 or 5% of the face amount of the check, whichever is greater, \$30.00 if the value exceeds \$50.00 but does not exceed \$300.00, \$25.00 if the value of the check does not exceed \$50.00, as well as the amount of the check, plus initial and daily late charges from due date until LESSOR receives acceptable payment.** 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** has been provided to LESSEE with this Lease, and its terms are incorporated by reference into this Lease. LESSEE's Apartment will be unfurnished.

4. **SECURITY DEPOSIT:** At or before the time LESSEE signs this Lease, 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 in a Florida Banking Institution located at 700 Brickell Avenue in a separate non-interest bearing account.

5. **OCCUPANTS:** During the term of this Lease, the Apartment will be occupied only by

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

LESSEE and (list all other occupants younger than 18 years of age that are NOT LESSEES):

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 fourteen (14) consecutive days without LESSOR's written consent.

6. USE OF THE APARTMENT: The Apartment will be occupied only for residential purposes, and only by LESSEE and any other occupants identified in paragraph 6 of this Lease. The Apartment shall not be used for any purposes or activity prohibited by the laws of the United States, or by the laws 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. LESSEE must not allow utilities to be disconnected - including disconnection for not paying LESSEE's bills - until the Lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. 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 termination of this Lease.

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

Special Provisions and Community Policies

10. **SPECIAL PROVISIONS:** The following special provisions, any addenda to this Lease and the Community Policies and Procedures or other written rules furnished to LESSEE at or before signing of this Lease control over any conflicting provisions of this printed Lease form:

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

12. **INSURANCE:** LESSEE may be held liable for damage to the building or other Apartment units which arises from LESSEE's occupation of the Apartment. Such damage includes, but is not limited to, damage to doors, 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.

LESSEE acknowledges that LESSEE will purchase a comprehensive renters / homeowners insurance policy as the LESSOR's coverage does not include coverage for LESSEE or contents of LESSEE's apartment contents.

LESSOR may require payment at any time, including advance payment of repairs for which LESSEE is liable. Any delay in demanding sums LESSEE owes is not a waiver by LESSOR of such right.

13. **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 or misdemeanor involving sexual misconduct or a controlled substance**, 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 authorizes LESSOR to perform a criminal background investigation of LESSEE or any occupant of the Apartment in the event LESSOR, in its sole discretion, has reason to believe that LESSEE or any occupant is engaged in criminal activity in the Apartment or at the Apartment Community. LESSEE agrees that LESSOR may deem same as a breach under this lease and terminate this lease if it ever comes to the attention of LESSOR that LESSEE has been convicted of any sexual criminal activity or placed on probation with adjudication withheld at any time prior to becoming a LESSEE or after becoming a LESSEE on this Apartment Community Property. 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

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

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 - including but not limited to voluntary or involuntary school withdrawal or transfer, voluntarily or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-LESSEES, loss of employment, bad health, or death.

17. RENT INCREASE / TENANT OPTION TO EXTEND LEASE : The rent term of this lease agreement is for one year. Tenant shall have the option to extend lease for successive one-year periods, with an increase in the rental rate of 12% per annum. The option to extend or the notice of intent to terminate by tenant or landlord may be exercised at anytime during the first 300 days of any initial or extension lease term by tenant or landlord providing notice, via Certified Mail only, of their intentions to extend or terminate the lease. The option to extend this lease shall be deemed exercised by tenant if tenant does not provide a written notice of tenant's intent to terminate the lease, via Certified Mail only, at least 65 days prior to the end of the initial or any extension one year period.

18. MILITARY CLAUSE: Under the following circumstances, LESSEE may terminate the Lease by giving LESSOR written notice:

- a. If LESSEE is or becomes a member of the Armed Forces of ,any national on extended active duty and receives change-of-station orders to permanently depart the local area or if LESSEE is relieved from active duty; or
- b. If LESSEE is deployed to a foreign country as a member of the United States Armed Forces and is not continuing to receive quarters allowance from the military.

In either case, termination notice will effectively terminate the Lease 30 days after the next monthly rent payment is due.

LESSEE must furnish LESSOR either a copy of the official permanent change-of-station orders

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

or a deployment letter or order. Military permission for base housing does not constitute a permanent change of-station order. After move-out, LESSEE is entitled to return of LESSEE's Security Deposit, less lawful deductions. The release of a LESSEE under this military clause will only release that LESSEE and his or her legal dependents. It will not release the remaining LESSEES.

19. 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, within 10 days of the move-in of any unnoted exceptions to the move-in checklist, otherwise LESSEE accepts the Unit and agrees with 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, blinds, 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 alarm system, that Lessee is responsible for all maintenance and monitoring costs on said alarm including replacement parts if necessary. Lessee hereby acknowledges that management has delivered the alarm in good working condition. Lessee further agrees to maintain, at my cost, all air filters on the airconditioners and be responsible for a minimum \$150.00 charge for each air-conditioning unit that shows evidence of unchanged or non-filter use, and/or has dirty condenser coils.

20. REQUESTS, REPAIRS, AND MALFUNCTIONS: LESSEE should notify the Community's Management Office of all service requests. Emergencies involving immediate danger to person or property, such as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress should be reported immediately to Emergency Services by calling 911.

LESSEE must notify Lessor of water leaks, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a non-emergency hazard to property, health or safety. LESSOR may change or install utility lines or equipment serving the Apartment if the work is done reasonably without increasing LESSEE's utility costs. 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,

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

LESSEE must notify the Management Office as soon as possible **on a business day**.

If LESSOR believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to LESSEE, LESSOR may terminate this Lease within a reasonable time by giving LESSEE written notice. If the Lease is so terminated, LESSOR will refund prorated rent and all deposits, less deductions.

21. WHEN LESSOR MAY ENTER: If LESSEE or any guest or occupant is present, then repairers, service personnel, or LESSOR's representatives may peacefully enter the Apartment at reasonable times for the purposes listed below. If no person is in the Apartment, then repairers, service personnel, or LESSOR's representatives may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means) if:

Entry is for: responding to LESSEE's request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances; furniture, equipment or security devices; removing or re-keying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under the Community Policies and Procedures; removing unauthorized pets; cutting off electricity according to statute; retrieving property owned or leased by former LESSEES; inspections when immediate danger to person or property is reasonably suspected; entry by a law enforcement officer with search or arrest warrant or in hot pursuit; showing Apartment to prospective LESSEE's (after move-out or vacate notice has been given); or showing Apartment to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents:

22. DEPOSIT RETURN; SURRENDER; ABANDONMENT: LESSOR will send to LESSEE a Notice of Intent to impose a Claim on Security Deposit by certified mail, if applicable, or LESSOR will send to LESSEE the Security Deposit itself pursuant to Florida statutes:

Compliance with this subsection 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 subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of Florida Statutes. LESSEE *surrenders* the Apartment on the earlier of the following dates: (1) All keys have been turned in where rent is paid; or (2) the move-out date has passed and no LESSEE or occupant is living in the Apartment in LESSOR's reasonable judgment. Surrender or abandonment ends LESSEE's right of possession for all purposes and gives LESSOR the immediate right to: clean up, make repairs in, and relent the Apartment; determine any Security Deposit deductions; and remove property left in the apartment. LESSEE agrees that upon surrender or abandonment, as defined by the Florida Statutes, the landlord shall not be liable or responsible for storage or disposition of the LESSEE's personal property. Surrender or abandonment does not affect LESSOR's duty to give prorated credit for rent later received from others during the remainder of LESSEE's Lease term or renewal period.

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

Substitute LESSEES

23. SUBLETTING AND REPLACEMENTS: Subletting is not permitted. Replacing an occupant

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

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. If LESSOR approves a replacement LESSEE, then LESSOR will require LESSEE to sign an Occupant Change Addendum to Lease Agreement. The Security Deposit will not be refunded until the Lease term is fulfilled.

Default Provisions and LESSOR's Remedies

24. 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 thirty (30) days after written notice has been provided to LESSOR of such default. Security Deposits and prorated rent will be refunded as required by law.

25. DEFAULT BY LESSEE: LESSEE will be in default if (1) LESSEE fails to pay rent or other amounts that LESSEE owes; (2) LESSEE or any guest or occupant violates the Lease, Community Policies and Procedures, or fire, safety, health, or criminal laws, regardless of whether arrest occurs; (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 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.

If LESSEE breaches this Lease and LESSOR has obtained a writ of possession, or LESSEE has surrendered possession of the Apartment to LESSOR, or LESSEE has abandoned the Apartment, LESSOR may (a) Treat this Lease as terminated and retake possession for LESSOR's own account, thereby terminating any further liability of LESSEE; or (b) Retake possession of the Apartment for the account of LESSEE, holding LESSEE liable for the difference between rental stipulated to be paid under this Lease and what, in good faith, LESSOR is able to recover from a reletting; or (c) Stand by and do nothing, holding the LESSEE liable for the rent as it comes due.

Eviction. If LESSEE defaults, LESSOR may terminate this Lease by giving written notice to vacate as provided by statute. Notice may be by; (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any LESSEE; (4) personal delivery at the Apartment to any occupant over 16 years old; or (5) affixing the notice to the inside or the outside of the Apartment's main entry door.

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, and (4) at LESSOR's option, LESSOR may extend the Lease term - for up to one month from the date of notice of Lease extension - by delivering written notice to LESSEE or LESSEE's Apartment while LESSEE continues to holdover.

Other Remedies. If LESSEE is delinquent in the payment of any sums due under this Lease,

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

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 attorneys fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. LESSEE must pay all collection-agency fees if LESSEE fails to pay all sums due within 10 days after LESSOR mails LESSEE a letter demanding payment and stating that collection agency fees will be added if LESSEE does not pay all sums by that deadline.

26. EARLY TERMINATION OPTION. Any time after a full six consecutive months has elapsed from the first day of this Lease term or after a full six consecutive months of any renewal term, LESSEE may exercise an option to terminate this Lease early without penalty 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 the month, a written notice of LESSEE's intent to vacate the Apartment;** and (2) **LESSEE pays to LESSOR an additional sum, only in the form of a cashier's check, equal to two month's rent as liquidated damages at the same time the 60 day notice is delivered to LESSOR;** and (3) **LESSEE continues to pay to LESSOR all rent current and timely as per this Lease and any other sums that may be due under this Lease through the date of departure.**

Eminent Domain

27. EMINENT DOMAIN. 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, 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.

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 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. This Lease binds subsequent LESSORS. Neither an invalid or unenforceable clause nor the omission of initials on any page of this Lease shall invalidate this Lease. All notices and documents may be in English or, at LESSOR's option, in any language that LESSEE reads or speaks. 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. All Lease obligations must be performed in the county where the Apartment is located.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

29. **NOTICES.** Notices, including those provided by statute, shall be in writing and served by hand delivery, United States first-class or certified mail, postage prepaid, or overnight delivery.

- a. To LESSEE by delivery to, or posting at the Apartment, and;
- b. To the LESSOR by delivery to the Agent or LESSOR at 801 Alton Rd. #2. LESSEE agrees that this provision complies with the disclosure requirement in FS 83.50(1), and;
- c. Any and all termination notices pursuant to Paragraph 17 of this Lease to LESSOR must be sent via certified mail, return receipt requested.

If service to LESSEE is by 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. Notwithstanding the preceding paragraph, 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; (2) the repossession of the premises; or (3) the termination 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. LESSEE acknowledges and agrees that this paragraph 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 the dispute. 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 of the state of Florida and of the United States of America will control in the enforcement of this Lease.

31. **PAYING SUMS DUE:** Payment of all sums 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. All sums other than rent are due upon LESSOR's demand. 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 could 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.

32. **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.

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

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

34. **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.

35. **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:

Move-in Check-List Addendum	13
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Move-in Addendum	30

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

This is a binding legal document - Read carefully before signing. LESSEE is entitled to a copy of this lease when it is fully signed. Keep it 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 and trustworthy person. Management Office is not able and cannot ethically 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 y de confianza. Burkett Properties Inc. no puede y no debe, 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	«LRFirTyp»	«LeaseSignDate»	«LRFloor»
Bedroom 1	«BR1FirTyp»	«LeaseSignDate»	«BR1Floor»
Bedroom 2	«BR2FirTyp»	«LeaseSignDate»	«BR2Floor»
Kitchen	«KFirTyp»	«LeaseSignDate»	«KitchenFir»
Bathroom 1	«Bath1FirTyp»	«LeaseSignDate»	«Bath1Fir»
Bathroom 2	«Bath2FirTyp»	«LeaseSignDate»	«Bath2Fir»
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:	«General_Condition»
Comments/Other:	«Exceptions»

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 is 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 any 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 \$ «Rent» . 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»

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 Verification Addendum

Lessee understands that if Lessor receives a request for verification of residency from a mortgage lender that the Lessor charges a nominal processing fee (\$50.00) for this type of verification.

The mortgage lender may also require Lessee to pay for such 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 Burkett Properties is available under the following terms.

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

Dorothy and Lois Apartments:

One parking space only per unit is included in the terms of the Lease Agreement.

Mark Leo, Kimberley, and Lois Ann Apartments:

One parking space is an additional \$50 per month if available. This entitles the tenant to park his /her car in the parking lot during the hours from 5:30 pm to 8:30 am during working days only. On holidays and weekends, the \$50 per month parking will allow the tenant to park his/her car in the lot 24 hours a day. If a tenant wishes to park his/her car in the lot 24 hours a day, seven days a week, the monthly parking charge is \$100.00.

«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. Pet will not weigh more than **40 pounds at maturity.**
4. Pet must be kept in compliance with all state and local laws
5. **Resident agrees to pay 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.**
6. Resident understands that violation of the pet policy shall be grounds for issuance of a Seven Day Notice to remedy violation. If the violation is not corrected within that period, the lease shall be terminated.
7. Pet must be brought to the Leasing Office for identification, photographs and tag.

«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 foreseeable, however, not 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 Notification Addendum

I understand that the individual properties of Burkett Properties, Inc. may at some point in the future undergo construction, remodeling, 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.

«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 guest 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, 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

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

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 residents who have been locked out of their apartment for the following nominal charges: \$35.00 between the hours of 9:00 am to 5:00 p.m. Monday through Friday. **For after hour lock out at Lessee's cost call York Lock and Key in Miami Beach, at (305) 672-5622.** 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.**

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.

Lease Terminations: In accordance with your lease contract, other than for United States Military transfers, we require that the lease term be fulfilled and that you provide a minimum of at least 60 days written notice of your intent to move out on or before the expiration of your lease or it will automatically renew as describe in paragraph 17 of this lease. **Your termination of the lease without fulfilling the lease term may result in the forfeiture of the deposit, a charge for damages, if any, the cost of relenting, and acceleration of the rents.**

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.).

Deposit Return: For a refund of your entire escrow deposit, the following requirements must be met:

1. The full term of your lease must be completed including any roll over periods.
2. A minimum of 60 days written notice (via Certified Mail) must be given before the lease's expiration date, and you must continue to pay rent through the end of the lease.
3. The apartment must be left in the same condition as at the time of occupancy (normal wear and tear excepted). Bulky trash must be removed at tenant's sole cost and not be placed anywhere on the property.
4. All keys, access cards, and openers must be returned.
5. All equipment provided (ice trays, broiler pans, etc) must be returned.
6. All sums due must be paid prior to move out.

Any charges, if applicable, will be made against your escrow deposit. The excess charges over your escrow deposit must be paid or your account will be turned over for collection.

Moving of Furniture: Management reserves the right to designate the time and method for

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

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 for major occurrences. Please make sure your policy is current at all times. Neither the property Owner nor the Management Company will be responsible for 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 85°. 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 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 to 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

Final Ruling: *In all cases, the Management Office reserves the right to have final ruling of the Burkett Properties Residence policies and procedures.*

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 or 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 **Burkett Properties, Inc.** ("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 in 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 **Burkett Properties, Inc.** "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.

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

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

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).
 - b) 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".

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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
«LeaseSignDate» Date

«Lessee1»
Lessee

X
«LeaseSignDate» Date

«Lessee2»
Lessee

«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 \$100,000 (one hundred thousand) which is an amount reasonably determined by us to

«Lessee1»:	X
«Lessee2»	X
«Lessee3»	X

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:**



«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. cannot 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