

IN THE CIRCUIT COURT OF THE  
EIGHTEENTH JUDICIAL CIRCUIT IN  
AND FOR SEMINOLE COUNTY,  
FLORIDA

JAY ALAN DURRANCE,  
on behalf of himself and  
all others similarly situated,  
Plaintiff,

CASE NO.: 2023-CA- 3292

CIVIL CLASS ACTION

vs.

CONCORD MANAGEMENT  
LTD and WATERVUE  
PARTNERS, LLC  
Defendants,

\_\_\_\_\_ /

**FIRST AMENDED CLASS ACTION COMPLAINT**

Plaintiff, JAY ALAN DURRANCE (hereinafter “Mr. Durrance” or  
“Plaintiff”), on behalf of himself and all others similarly situated, by and  
through his undersigned counsel, brings this suit against Defendant,  
CONCORD MANAGEMENT, LTD (“Concord”), and WATERVUE  
PARTNERS LLC (“Watervue”), says:

**Introduction**

1. This is a class action brought under the Florida Residential Landlord  
and Tenant Act (“FRLTA”) Fla. Stat. § 83.40 *et seq.* and the Florida  
Consumer Collections Practices Act (“FCCPA”) Fla. Stat. § 559.55 *et seq.*

2. Defendant, Watervue, owns and/or controls a residential apartment complex named “Watervue Partners”, located in Longwood, Seminole County, Florida.
3. Defendant, Concord, is engaged in the management and operation of residential rental properties, which includes Watervue Partners, located in the state the State of Florida.
4. This action arises out of Defendants’ unlawful retention of security deposits as described below:
  - a. Defendants use standard lease agreements (Exhibit A) with its residential tenants, which require that the tenant provide a security deposit upon signing their leases.
  - b. Defendants use a standard document containing a standard notice (Exhibit B) (Hereinafter “Deposit Disposition”) to notify residential tenants when they unilaterally impose a claim upon a tenant’s security deposit. The Deposit Disposition is an account statement lacks the notice required by the FRLTA to the tenant regarding the tenant’s rights to object to the landlord’s claim upon the security deposit. Although the Deposit Disposition contains language regarding a tenant’s right to object, the notice is defective by failing to (A) include the address where the tenant should send notice of

objection within the notice, (B) clearly state the amount claimed, and (C) alleged reasons as part of the statement. The information required by Fla. Stat. § 83.49(3) is to be contained in a single statement i.e. “the notice” and not buried throughout a document<sup>1</sup>. The Defendants’ Deposit Disposition form does not contain a single statement, but, where it does provide required information, that information is buried throughout the document, creating a barrier to the clear disclosure required by the statute. Additionally, the Deposit Disposition falsely states that “Your objection to this notice must be mailed within 15 days after receipt of same, otherwise, you will forfeit the amount claimed for damages”. The FRLTA specifically states: “The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.” § 83.49, Fla. Stat. When a landlord omits the required language informing the tenant of the tenant’s right to object and the process for objection, the landlord forfeits the right to impose a claim on the tenant’s deposit.<sup>2</sup>

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<sup>1</sup> ““The notice shall contain a **statement** in substantially the following form” § 83.49, Fla. Stat. [Emphasis Added]

<sup>2</sup> “If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek

5. Defendants have attempted to circumvent the FRLTA protections provided for their tenants regarding the tenant's security deposit. When a landlord intends to impose a claim upon a tenant's security deposit, the landlord must send a notice containing a single statement that specifically shows the amount being claimed, the reason for the claim, and the address where an objection should be sent:

“(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of \_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address).” § 83.49, Fla. Stat. Ann.

6. Defendants' Deposit Disposition (Exhibit B) fails to include the statement to the tenant required by Fla. Stat. § 83.49. By failing to provide

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a setoff against the deposit but may file an action for damages after return of the deposit.” § 83.49, Fla. Stat. Ann.



the required statement containing the required information, Defendants have forfeited the right to impose claims upon the Plaintiff's and class members' security deposits<sup>3</sup>.

7. Defendants' Deposit Disposition (Exhibit B) is a form document that claims that a tenant's failure to object to their claim upon the tenant's security deposit within 15 days results in forfeiture of the security deposit. This statement is contrary to Florida law contained in Fla. Stat. § 83.49(3)(b), which provides that the failure of a tenant to object does not waive any rights of the tenant to seek damages in a separate action. This conduct also violates the FCCPA since such actions state a right that does not exist, and such conduct can reasonably be expected to abuse or harass consumers.

### **Jurisdiction**

8. This Court has jurisdiction over this matter because the amount in controversy exceeds \$30,000, the Plaintiff is a resident of Orange County, Florida, Defendants conduct an on-going course of business as a

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<sup>3</sup> "If the landlord fails to give the required notice within the 30-day period, the landlord forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit." 34 Fla. Jur 2d Landlord and Tenant § 81

residential landlord in Orange County, Florida, and the acts and omissions giving rise to this lawsuit occurred in Orange County, Florida.

9. In addition, jurisdiction and venue for this action are proper pursuant to Fla. Stat. § 83.54. and Fla. Stat. § 559.77.

### **Parties**

10. Mr. Durrance, is a natural person and a resident of Seminole County, Florida. At all times material hereto, Mr. Durrance was a “tenant” as defined by Fla. Stat. § 83.43(4). Mr. Durrance is a person with standing to bring a claim under the Florida Residential Landlord Tenant Act by virtue of being directly affected by the violations of the FRLTA, to wit: Mr. Durrance has been subjected to Defendants’ unlawful retention of his security deposit following his receipt of the “Deposit Disposition” form. At all times material hereto, Mr. Durrance was a “consumer” as defined by Fla. Stat. § 559.55(2). Mr. Durrance is a person with standing to bring a claim under the FCCPA by virtue of being directly affected by violations of the FRLTA, to wit: Mr. Durrance has been subjected to Defendants’ illegal and improper debt collection activities.

11. Defendant, Concord Management Limited, is a Florida Limited Partnership with a principal address of 2605 Maitland Center Parkway, Suite A, Maitland, Florida 32751, and conducts an on-going course of

business under the fictitious name “Concord Rents” as a residential property manager in the State of Florida. At all times material hereto, Defendant, Concord Management Limited, was a “landlord” as defined by Fla. Stat. § 83.43(3), and a “person” who attempted to collect a debt pursuant to the FCCPA.

12. Defendant, Watervue, is a Florida Limited Liability Corporation with a principal address of 200 E. Canton Ave., Ste. 102, Winter Park, FL 32789<sup>4</sup>, and conducts an on-going course of business as a residential landlord in the State of Florida. At all times material hereto, Defendant, Watervue Partners, Limited, was a “landlord” as defined by Fla. Stat. § 83.43(3), and a “person” who attempted to collect a debt pursuant to the FCCPA.

### **Factual Allegations**

13. On, or about May 4, 2021, Plaintiff entered into a residential lease agreement (the “Lease”) with Defendants. The lease agreement is attached hereto as Exhibit A.

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**6. RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1353.00 per month for rent, payable in advance and without demand:

☐ at the on-site manager's office, or

☒ at our online payment site, or

☒ at By mailing to Watervue at Longwood  
(2376), P.O. Box 940037, Maitland, FL  
32794-0037

14. Pursuant to the lease agreement, the Plaintiff provided the Defendants with a \$700 security deposit.

15. In accordance with the Lease, the Plaintiff paid his rent through January 2022.

16. The rental period for the Lease began on May 7, 2021, and ended on May 1, 2022.

17. Due to on-going problems with noise from the upstairs neighbors that the Defendant was unable or unwilling to remedy, the Defendant invited the Plaintiff to move-out and terminate the lease agreement early.

18. On or about January 26, 2022, the Defendants, sent the Plaintiff a document titled the Deposit Disposition (Exhibit B) by U.S. Certified Mail in which Defendants informed the Plaintiff that it was claiming the entirety of the Plaintiff's \$700 security deposit, but provided a defective notice to the Plaintiff of his rights to dispute the charges pursuant to Fla. Stat. § 83.49(3) by failing to include a statement containing the address where the tenant was to report any objection to the deposit claim, the amount claimed from the deposit, the reason for the deduction, and by including language that informing the tenant that failure to object within 15 days would result in forfeiture of the security deposit.

19. Defendants have refused to return the Plaintiff's security deposit (Exhibit B).

20. The Deposit Disposition (Exhibit B) sent by Defendants to the Plaintiff is a form document utilized by Defendants to notify former residential tenants when Defendants claim a portion or all of the tenants' security deposits.

21. The Deposit Disposition sent to the Plaintiff contains the statement "Your objections to this notice must be mailed within 15 days after receipt of same, otherwise, you will forfeit the amount claimed for damages".

22. The Deposit Disposition sent by Defendants to Plaintiff contains a \$218.23 liquidated damages charge which appears to be some sort of a lease termination fee and which is the same amount as a second fee which was charged as a holdover fee on the same date.

23. The Deposit Disposition violates Fla. Stat. § 559.77(9) of the FCCPA by asserting the existence of a legal right when such person knows that the right does not exist. Here, the Deposit Disposition form violates Fla. Stat. § 83.49(3) by asserting a right to claim all or a portion of the former residential tenants' security deposits without providing the required statement of the tenant's right to dispute the claim containing the amount claimed by the landlord, the address to which the tenant should send the

objection, and the reason for claiming the funds and which Defendants know they cannot claim the deposit without first providing the notice to its tenants or they forfeit it's right to impose a claim against the security deposit. The Deposit Disposition also violates Fla. Stat. § 559.77(9) of the FCCPA by asserting the existence the right to treat the deposit as forfeited if the tenant fails to objection within 15 days after receipt of the Deposit Disposition form despite knowledge that this is a false statement and is specifically contradiction by Fla. Stat. § 83.49(3)(b) which states that "The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action."

24. On or about February 25, 2022, Defendant Concord, sent a collection letter (Exhibit C) to Mr. Durrance, demanding payment of \$935.78.

25. On or about April 14, 2022, Defendant Concord, sent another collection letter (Exhibit D) to Mr. Durrance, demanding payment of \$935.78 and threatened to report the alleged debt to the credit bureaus and turn the account over to a debt collector.

26. Thereafter, on three additional dates (July 18, 2022; August 10, 2022; and August 25, 2022), Defendant Concord, sent additional collection letters (Exhibit E,F, G ) to Mr. Durrance, demanding payment of \$935.78 and

threatened to report the alleged debt to the credit bureaus and turn the account over to a debt collector.

### **Class Representation Allegations**

27. Pursuant to Florida Rule of Civil Procedure 1.220(a), (b)(2), and (b)(3), Plaintiff brings this action on behalf himself, and all others similarly situated.

28. The Class(es) are defined as:

a. **Security Deposit Class (Count I)** – All persons in the State of Florida who are former residential tenants of Defendants, from whom, in the past four years, Defendants have claimed a portion, or all, of the tenant's security deposit after sending a form that is substantially similar or materially identical to Exhibit B.

b. **Florida Consumer Collections Practices Act Class (Count II)**  
– All persons in the State of Florida who are former residential tenants of Defendants, from whom, in the past two years, Defendants have claimed a portion, or all, of the tenant's security deposit after sending a form that is substantially similar or materially identical to Exhibit B.

29. Plaintiff is currently unable to state the exact number of members of the class, as identified and described in the complaint, but it is estimated that there are not less than 20 members. Upon information and belief, the

class exceeds 1000 Florida tenants because Defendant, Concord operates more than 50 large residential large complexes in the State of Florida (Exhibit D), each containing more than 100 individual apartments and the Defendants use the same form lease agreement (Exhibit A) and Deposit Disposition form (Exhibit B) as a routine business practice. However, the exact number of class members, including the names and addresses of all class members, will be easily ascertained through a review of Defendants' business records. The class is so numerous that joinder of individual members in this action is impracticable.

30. The claims of Plaintiff, acting as representative party, raise questions of law or fact common to the questions of law or fact raised by the claim of each member of the class, namely:

- a. Whether the Deposit Disposition (Exhibit B) utilized by Defendants and does not contain the statement of a tenant's right to object to the landlord's claim of the deposit and states that failure to object within 15 days results in forfeiture of the security deposit violate the FRLTA and FCCPA.

31. Questions of law and fact common to the Plaintiff Class(es) exist and predominate over question affecting only individual members, including, *inter alia*, the following:



a. Whether Defendants' "Deposit Disposition" form (Exhibit B) violates FRLTA, specifically, Fla. Stat. § 83.49(3)(a) by failing to provide a notice containing the statement with required information to the tenant:

"This is a notice of my intention to impose a claim for damages in the amount of \_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address)." § 83.49, Fla. Stat. Ann.

b. Whether Defendants, having failed to provide the notice to residential tenants required by Fla. Stat § 83.49(3)(a), must disgorge the security deposit funds they collected from the residential tenants.

c. Whether the Defendants statement contained in the Deposit Disposition that a tenant will forfeit the amount claim from the security deposit if the tenant does not mail objections to the notice in 15 days violates Fla. Stat. § 559.72(9), and Fla. Stat. § 83.49(3)(b).

d. Whether the rules of statutory interpretation that require giving statutory language its plain and ordinary meaning require that the information required by Fla. Stat. § 83.49(3) be

contained in a single statement and not buried among the other text of a document.

32. The claims of the Plaintiff, as representative party, are typical of the claims of all members of the class who entered into lease agreements with Defendants in a form similar or materially identical to Exhibit A, who received notices from Defendants of the disposition of their security deposits in a form similar to or materially identical to Exhibit B. The claims of the Plaintiff and of the Plaintiff Class(es) originate from the same conduct, practice, and procedure, on the part of Defendants. Plaintiff possesses the same interests and has suffered the same injuries as each class member. There are no individual facts which distinguish the Plaintiff from other Class members entered in lease agreements with Defendants in a form substantially similar to Exhibit A or who received Deposit Disposition forms from Defendants in a form substantially similar to Exhibit B.

33. Plaintiff, as representative party, can fairly and adequately protect and represent the interests of each member of the class, because Plaintiff and the members of the class have no conflicts of interest, they have a mutual interest in seeking damages against the Defendants, Plaintiff has enough financial resources to prosecute and maintain this action, and Plaintiff is represented by competent and experienced counsel who has

thus far vigorously prosecuted this action and will continue to prosecute this action to its successful conclusion. There is nothing particular about the Plaintiff's situation that would make him inadequate as class representative. Plaintiff has retained counsel that is competent and experienced in consumer, residential landlord tenant, and class litigation.

34. In violating the FRLTA and FCCPA Defendants have acted in a matter generally applicable to the class, thereby making appropriate final injunctive relief and corresponding relief with respect to the class as a whole.

35. A class action is superior to other methods for the fair and efficient adjudication of this controversy because the damages suffered by each individual Class member will be relatively modest, compared to the expense and burden of individual litigation. It would be impracticable for each Class member to seek redress individually for the wrongful conduct alleged herein because the cost of such individual litigation would be cost prohibitive as individual damages for the FRLTA violation would be up to a maximum of one month's rent. It would be difficult, if not impossible, to obtain counsel to represent Plaintiff on an individual basis for such small claims. More importantly, the vast majority of Class members are not aware that the Deposit Disposition form used by the Defendants violates the

FRLTA or that Defendants' conduct violates the FCCPA, and a class action is the only viable means of adjudicating their individual rights. Many were misled to believe that, having not objected to the claim on their deposit timely, the deposit is legally forfeited and that they have no right to recover their deposit. There will be no difficulty in the management of this litigation as a class action as the legal issues affect a standardized pattern of conduct by Defendants and class actions are commonly used in such circumstances.

36. Defendants have acted and refused to act on grounds generally applicable to the Class(es), thereby making appropriate declaratory relief and corresponding final injunctive relief with respect to the Class(es) as a whole. Defendants should be enjoined from claiming its residential tenant's security deposits in the absence of compliance with the notice containing the statement required by Fla. Stat. § 83.49(3)a).

37. Plaintiff has hired the undersigned attorneys to represent him in this matter and is obligated to pay them a reasonable fee for their services.

**COUNT I – VIOLATION OF THE FLORIDA RESIDENTIAL LANDLORD TENANT ACT, FLA STAT § 83.40 et seq. ("FRLTA) – Security Deposit**

38. Plaintiff, on behalf of himself and all others similarly situated, incorporates by reference paragraphs 1 through 37.

39. At all times material hereto, Plaintiff and class members were “tenants” as defined by Fla. Stat. § 83.43(4).

40. At all times material hereto, Defendants were a “landlord” as defined by Fla. Stat. § 83.43(3).

41. At all times material hereto, Defendants were collectively acting as a “landlord” as defined by Fla. Stat. § 83.43(3).

42. Fla. Stat. § 83.54 gives Plaintiff and the Class the ability to enforce its rights pursuant to the FRLTA by civil litigation.

43. When a residential landlord seeks to impose a claim upon a tenant’s security deposit, the landlord must send notice of such claim to the tenant as directed by Fla. Stat. § 83.49(3). This notice is required to contain a statement containing the amount of the claim, the reason for the claim, and the address where a tenant should send an objection to the claim and be made in substantially the following form:

“This is a notice of my intention to impose a claim for damages in the amount of \_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address).” § 83.49, Fla. Stat. Ann.

44. The Deposit Disposition form (Exhibit B) that was sent to Plaintiff by Defendants does not contain the required statement containing the amount

claimed, reason for the claim, and the address where an objection should be sent and does not contain language that is substantially similar in a single statement.

**COUNT II – VIOLATION OF FLORIDA CONSUMER PROTECTION PRACTICES ACT, FLA STAT § 559.55 et. seq.**

45. Plaintiff, on behalf of himself and all others similarly situated, incorporates by reference paragraphs 1 through 37.

46. At all times material herein, Plaintiff and the Class members were “debtors” and “consumers” as defined by Fla. Stat. § 559.55(2).

47. At all times material herein, Plaintiff’s debt and the debt of the Class members were “debts” or “consumer debts” as defined by Fla. Stat. § 559.55(1).

48. At all times material herein, each Defendants were a “person” as referred to under Fla. Stat. § 559.72.

49. FCCPA sections 559.72(9) provides:

“In collecting consumer debts, no person shall:

(9) Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate or assert the existence of some other legal right when such person knows that the right does not exist.”

50. Defendants are aware of the provisions and requirements of the FRLTA as evidenced by references to provisions of the FRLTA regarding

termination of rental agreements and security deposits in the Lease Agreement.

51. Defendants have asserted a right to claim its tenants' security deposits without providing notice containing the statement required by Fla. Stat. § 83.49(3).

52. By falsely asserting that failure of the tenant to object to the Deposit Disposition (Exhibit B) would result in forfeiture of the tenant's security deposit, Defendants have violated Fla. Stat. § 559.72(9) by asserting a legal right they know does not exist.

#### **PRAYER FOR RELIEF**

a. Certifying this action as a class action as provided by Rule 1.220(a), (b)(2), and (b)(3) of the Florida Rules of Civil Procedure, appointing the Plaintiff as class representative, and appointing the undersigned as Class Counsel;

b. Adjudging that Defendants conduct as described herein violated the FCCP, Fla Stat. §§ 559.72(7) and (9), and awarding the Plaintiff and Class members actual damages, statutory damages, costs and reasonable attorney fees pursuant to Fla. Stat. § 559.77(2);

c. Granting the Plaintiff leave to amend to seek punitive damages pursuant to Fla. Stat. § 559.77(2).

- d. Enjoining Defendants from sending Deposit Dispositions claiming security deposits that fail to contain the statement required by Fla. Stat. § 83.49(3)(a);
- e. Enjoin the Defendants from sending Deposit Dispositions which state that failure to object to the notice within 15 days results in forfeiture of the amount claimed for damages.
- f. Awarding Plaintiff and all others similarly situated, reasonable attorney fees and costs incurred in this action pursuant to Fla. Stat. § 559.77(2), the lease agreement, and Fla. Stat. § 83.48 and 83.67(6);
- g. Adjudging that Defendants have violated the FRLTA and declaring that Defendants' claim of the Plaintiff's and class members' security deposits was unlawful, and that Defendants have forfeited the right to claim against those deposits, and enter an order directing the Defendants to disgorge or refund those deposits in full to the Plaintiff and class members; awarding Plaintiff and the Class members attorney's fees and costs pursuant to Fla. Stat. § 83.48 and 83.67(6);
- h. Awarding Plaintiff, and all those similarly situated, any pre-judgment and post-judgment interest as may be allowed under the law, and;
- i. Awarding such other further relief as the Court may deem just and proper.



## **DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury on all issues so triable.

/s/David H. Abrams

David H. Abrams

Attorney for Plaintiff

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Tallahassee, Florida 32315

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(p) (727) 538-4188

(f) (727) 362-4778

*Co-Counsel for Plaintiff*

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via the Florida Courts E-Filing and Email on this 4th day of December 2023, upon:

Michael Rigelsky  
800 N. Magnolia Ave, Suite 450  
Orlando, Florida 32803  
mrigelsky@goldbergsegalla.com

/s/ David H. Abrams

David H. Abrams

CCIS



# Exhibit A

## APARTMENT LEASE CONTRACT



Date of Lease Contract: May 4, 2021  
(when the Lease Contract is filled out)

*This is a binding document. Read carefully before signing.*

### Moving In — General Information

- 1. PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):

Jay A Durrance

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and us, the owner: WaterVue Partners LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name of apartment community or title holder). You've agreed to rent Apartment No. 331, at 907

Tidewater Lane

(street address) in Longwood

(city), Florida, 32750 (zip code) (the "dwelling unit" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The ☐ Owner or ☒ Manager of these apartments is Concord Management, Ltd.

whose address is 907 Tidewater Lane #123  
Longwood, FL 32750

\_\_\_\_\_. Such person or company is authorized to receive notices and demands in the landlord's behalf.

A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows: same

\_\_\_\_\_  
\_\_\_\_\_

Notice to the tenant must be delivered to the Resident's address as shown above.

- 2. OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- 3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.**

The initial term of the Lease Contract begins on the 7th day of May, 2021, and ends at 11:59 p.m. the 1st day of May, 2022. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move-out as required by this paragraph and paragraph 47 (Move-Out Notice). If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 47 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of \$ 1353.00 (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 47 (Move-Out Notice), and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 60 days before the end of the lease term if the lease will not be renewed.

**Month-to-Month Tenancies:** In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15 (Rent Increases and Lease Contract Changes), inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 15 days' prior to the end of the monthly rental period. If you fail to provide us at least 15 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month's rent.

- 4. SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 700.00, due on or before the date this Lease Contract is signed.

Any security deposit or advance rent you paid is being held in one of the following three ways as indicated below [Landlord check one option]:

- ☒ 1. In a separate NON-INTEREST bearing account for your benefit in the following bank: Bank United

whose address is P.O. Box 521599 Miami, FL 33152-1599

\_\_\_\_\_; OR

- ☐ 2. In a separate INTEREST bearing account for your benefit in the following bank: \_\_\_\_\_

whose address is \_\_\_\_\_

\_\_\_\_\_.

If an interest bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

- ☐ 3. In a commingled account at the following bank \_\_\_\_\_

whose address is \_\_\_\_\_

\_\_\_\_\_.

provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per year simple interest.

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

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

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

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

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

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

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1353.00 per month for rent, payable in advance and without demand:

- ☐ at the on-site manager's office, or  
☒ at our online payment site, or  
☒ By mailing to Watervue at Longwood  
(2376), P.O. Box 940037, Maitland, FL  
32794-0037

Prorated rent of \$ 1091.13 is due for the remainder of [check one]: ☒ 1st month or ☐ 2nd month, on \_\_\_\_\_.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don't pay all rent on or before the 3rd day of the month, you'll pay a late charge. Your late charge will be (check one) ☒ a flat rate of \$ 95.00 or ☐ \_\_\_\_\_% of your total monthly rent payment. You'll also pay a charge of \$ 85.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

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

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

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

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

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

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Florida law.

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

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

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

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

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

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

**10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See special provisions on the last page

See any additional special provisions.

**11. EARLY MOVE-OUT.** Unless modified by an addendum, if you:  
 (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or  
 (2) move out at our demand because of your default; or  
 (3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

**12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT.** All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After Surrender or Abandonment.** We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 52 (Surrender and Abandonment)).

**THE LANDLORD IS NOT REQUIRED TO COMPLY WITH s. 715.104. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**

**Storage.** We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

**14. FAILING TO PAY RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.**

No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 47 (Move-Out Notice).

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.**

Unless otherwise prohibited by law, if, during the term of this Lease, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the dwelling unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the dwelling unit, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**18. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.



**19. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**20. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**21. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. If requested by us, you agree to conduct all further business with us in writing. You agree not to make, post or publish information that contains the personal information or likeness of another person, or is libelous, harassing, abusive, obscene, vulgar, sexually explicit, or is inappropriate with respect to race, gender,

sexuality, ethnicity, or other intrinsic characteristic; or is unrelated to the goods or services offered by or available at this Apartment Community; or is clearly false or misleading. You agree not to use our corporate names, slogans, images, photos, logos, internet domain names, trademarks, copyrights or trade names. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law.

**22. PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

**23. RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Personnel Clause), 32 (Responsibilities of Owner), 47 (Move-Out Notice), or by separate addendum, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

**24. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**25. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices. Upon termination of your tenancy under this paragraph, the tenant is liable for prorated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of the lease.

**Smoke Detectors and Carbon Monoxide Detectors.**

We'll furnish smoke detectors and carbon monoxide detectors only if required by statute and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you disable or damage the smoke detectors or the carbon monoxide detectors, or fail to replace a dead battery or fail to report malfunctions to us, you will be liable to us and others for any loss, actual damages, fines imposed by any state or local agencies or municipalities, attorney fees and costs.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless

otherwise required by law. We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

**Fire Protection.** Please check only one box: ☐ Fire protection is NOT available or ☒ Fire protection IS AVAILABLE. Description of fire protection available (not applicable unless the box is checked):

- ☒ Sprinkler System in apartment
- ☒ Sprinkler System in common areas
- ☒ Smoke detector
- ☒ Carbon monoxide detector
- ☒ Fire extinguisher
- ☐ Other (Describe): \_\_\_\_\_

**Building, Housing, or Health Codes.** We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

**26. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll

replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**Pest Control.** We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraph 29 (When We May Enter) of this Lease and F.S. 83.53 or upon 12 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

**Waterbeds.** You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

**27. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part.*

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

**28. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**29. WHEN WE MAY ENTER.** Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) we provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon

monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

**30. JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 52 (Deposit Return, Surrender, and Abandonment).

## Replacements

**31. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents

must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

## Responsibilities of Owner and Resident

**32. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

**Recycling Program Disclosure Notification.** Where required, this property participates in a recycling program that conforms to all applicable law(s) and general information, education and/or guidelines pertaining to our recycling program will be provided to you.

**33. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

**Termination of Rental Agreement - Your Failure to Pay Rent Due.** If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.



**Termination of Rental Agreement - Your Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.**

- (1) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.
- (2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

**Other Remedies.** We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Attorney fees and all other expenses shall be deemed "costs". Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

**Choice of Remedies and Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

**Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**Remedies Cumulative.** Except where limited or prohibited by law, any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

## General Clauses

**34. ENTIRE AGREEMENT.** You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by a separate written agreement signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract.

**35. NO AUTHORITY TO AMEND UNLESS IN WRITING.**

This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

**36. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

**37. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed.

### 38. MISCELLANEOUS.

- A. Any dimensions and sizes provided to you relating to the dwelling unit are only approximations or estimates as actual dimensions and sizes may vary.
- B. Exercising one remedy won't constitute an election or waiver of other remedies.
- C. Unless prohibited by law or the respective insurance policies, if you have insurance covering the dwelling unit or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights.
- D. All remedies are cumulative.
- E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- F. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies.
- G. This Lease Contract binds subsequent owners.
- H. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- I. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- J. All Lease Contract obligations must be performed in the county where the dwelling unit is located.
- K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- L. **You affirmatively state that you are not a criminal sex offender.**

**39. RADON GAS:** We are required by Florida Statute 404.056(5) to give the following notification to you. "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department."

**40. WAIVER OF JURY TRIAL.** In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit, claim, counterclaim, demand, action or cause of action based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.

### 41. CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES:

To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

**42. CONTACTING YOU.** By signing this Lease Contract, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your Lease Contract including any number (i) you have provided to

us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

**43. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

**44. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**45. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property Left In Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.

**46. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

## When Moving Out

**47. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term and Termination Notice Requirements). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term and Termination Notice Requirements), even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the "Holdover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.

**48. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**49. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**50. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

**51. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.**

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for any charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date.

**52. SURRENDER AND ABANDONMENT.**

**Surrender.** You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid.

**Abandonment.** As set forth in Fla. Stat. s. 83.59(3)(c), in the absence of actual knowledge of abandonment, it shall be presumed that you have abandoned the apartment if you are absent from the apartment for a period of time equal to one-half the time for periodic rental payments; however, this presumption does not apply if the rent is current or you have notified us, in writing, of an intended absence.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions, and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 (Contractual Lien and Property Left in Apartment)), but do not affect our mitigation obligations (paragraph 33 (Default by Resident)).

### Severability, Signatures, Originals and Attachments

**53. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**54. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and are hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**You are legally bound by this document.  
Read it carefully before signing.**

**Resident or Residents**  
(all sign below)

**Date Signed**

*Jay A Durran*

05/05/2021

**Owner or Owner's Representative**  
(signing on behalf of owner)

**Date Signed**

*Matthew Sankey*

05/07/2021

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

907 Tidewater Lane #123

Longwood, FL 32750

(407) 410-8892

**Name and address of locator service (if applicable)**

Zillow.com

**SPECIAL PROVISIONS (CONTINUED FROM PAGE 3)** a) You hereby agree that if an unauthorized animal is present in the apartment home, even temporarily, this will result in a \$400 fine per unauthorized animal per occurrence. b) We reserve the right to increase the cost of options during the term of the lease contract. c) If we commence two (2) or more court proceedings against You within any twelve (12) month period, then We may terminate Your occupancy. Termination of Your occupancy shall not relieve You of your obligation under the Lease Contract. d) If RESIDENT is occupying a unit adapted for use by persons with disabilities and does not need the adapted features, RESIDENT agrees to vacate the unit if Management issues a notice that an applicant requiring the features has been approved for occupancy. RESIDENT will move at RESIDENT's expense within thirty (30) days of such a notice. If eligible, RESIDENT may transfer to another unit in the community at the current market rental rate. e) At time of move out, you are required to thoroughly clean your apartment, including the carpet. You may utilize the option of having us coordinate the carpet cleaning after you move out, as this may be more convenient for you and our contracted carpet cleaning vendor may be less expensive than other options available to you. If you choose to have your carpet cleaned by a vendor or rent a machine to clean the carpet, this must be done after all of your personal belongings have been removed. If it is determined that your carpet is not clean and in the condition it was at the





# ADDITIONAL SPECIAL PROVISIONS



DWELLING UNIT DESCRIPTION. Unit No. 331, 907 Tidewater Lane  
(street address) in  
Longwood (city), Florida, 32750 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract Date: May 4, 2021

Owner's name: WaterVue Partners LLC

Residents (list all residents): Jay A Durrance

time of move-in (less normal wear and tear), a carpet cleaning fee will be withheld from your security deposit. f)The late charges referenced in Clause 6 of the Apartment Lease Contract are amended to include an additional late charge of \$55.00 due if rent is not paid in full by the 10th day of the month. g)After the ending date of the lease agreement, in the event we allow you to reside on the premises under a month-to-month tenancy, you shall pay, as additional rent, a month-to-month fee of \$250.00 along with and in addition to all the amounts due under the terms of the lease agreement. We may also require you to sign a month-to-month addendum. h)We reserve the right to change the owner or resident paid utilities indicated in paragraph 7 of the lease contract with 14 days advanced notice provided by owner. If applicable, an adjustment to rent may be made in accordance with IRS regulations. i)All occupants age 18 and older are required to be lease signers. As a result, minor occupants who will reach the age of 18 as of the new lease date are required to be added as lease signers to the new lease contract. j)Notwithstanding any of the Remedies under the Lease Contract and in addition thereto the Tenants and/or Guarantors hereby agree that all monies due under the Terms of the Lease Contract are considered additional rent and subject to interest and fees. All monies collected on your account under this Lease Contract and any addenda will be applied in the following manner: (1) first to attorney fees; (2) then late fees; (3) then to interest; (4) then to collection fees; (5) then to administrative fees; (6) then to additional rent, fees and costs if any; (7) last toward principal rent due. k) FUTURE REQUEST FOR INFORMATION. You agree to provide and certify demographic and income information within seven (7) days after our request for information. You shall comply with the request even if you have previously supplied such information recently or within the previous twelve months. The request for information will be in accordance with federal, state or local ordinances, property or income tax requirements, or other regulatory reasons. Such requests for information may be made by owner or owner's management representatives at any time during the Lease Contract term or renewal period. Failure to provide the requested information will be a violation of your lease agreement and you will be subject to all available remedies including, but not limited to, eviction. l)The Surrender section of Paragraph 41 is modified to state: You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 (Keys and Furniture) have been turned in to the Manager. m)Rent payments made by check must be mailed to WaterVue at Longwood (2376), P. O. Box 940037, Maitland, FL 32794-0037 and must arrive no later than the day of the month indicated in paragraph 6 to avoid late fees. n)If you are required to obtain liability insurance as indicated on this lease, and you fail to maintain liability insurance of at least \$100,000, you will be in violation of the lease. In such event, we will send a written notice demanding that you cure the violation by procuring insurance and supplying evidence to us. If you fail to do this on or before the date in your notice, we reserve the right to procure liability only insurance on your behalf. You will be charged for the premium paid to the insurance company on the date the insurance is procured on your behalf and monthly thereafter. The premium payment made by us on your behalf is considered additional rent. If you fail to pay for the liability insurance and/or allow lapse of any liability policy during your tenancy without substitute insurance in place, this will be a default under the lease agreement. o)In order to respect the unique hours of rest for each resident, you must refrain from engaging with other residents while they are in their apartment so not to interfere with their

Resident or Residents  
(All residents must sign)

Jay A Durrance

Date of Signing Addendum

05/05/2021

Owner or Owner's Representative

Matthew Sankey

Date of Signing Addendum

05/07/2021





**Additional Special Provisions (Continued)**

**DWELLING UNIT DESCRIPTION.** Unit No. 331, 907 Tidewater Lane  
(street address) in Longwood (city), Florida, 32750 (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: May 4, 2021  
Owner's Name: WaterVue Partners LLC  
Residents (list all residents): Jay A Durrance

peaceful enjoyment of the community. p)For any optional bundle package that includes cable and/or internet, note that failure to pay monthly charges for options of cable and internet will result in the disconnection of these options after expiration of written demand for payment. For any optional bundle package that includes a parking space, failure to pay monthly charges for parking will subject the vehicle(s) to being towed from the Apartment Community at the expense of the vehicle owner after expiration of written demand for payment. q)Changes to residents and occupants of the apartment home are subject to approval by Manager, and applicable fees will apply. r)If internet/cable services are provided by Concord Management at this community, please be advised that no other service provider has a legal right to deliver internet/video services to the apartment home through the community wiring. You agree to notify us if you become aware of any other provider attempting to offer such services.

**Resident(s)**  
(All residents must sign)

Jay A Durrance  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Signing Addendum**

05/05/2021  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**

Matthew Sankey  
\_\_\_\_\_

**Date of Signing Addendum**

05/07/2021  
\_\_\_\_\_



# LEASE CONTRACT ADDENDUM CHOICE OF DAMAGES, EARLY TERMINATION OF LEASE CONTRACT



**DWELLING UNIT DESCRIPTION.** Unit No. 331, 907 Tidewater Lane (street address) in Longwood (city), Florida, 32750 (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract Date: May 4, 2021  
Owner's name: WaterVue Partners LLC

Residents (list all residents):

Jay A Durrance

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

In accordance with Florida Statutes §83.595, in the event you breach the Lease Contract for the dwelling unit, and we have obtained a writ of possession, or you have surrendered possession of the dwelling unit before the lease term expires, or you have abandoned the dwelling unit, you may choose to pay a liquidated damage or early termination fee amount instead of other statutory damages to which we may be entitled. As such, you may elect to pay a fixed amount as specified below under Choice 1 (pursuant to Fla. Stat. §83.595(4)) OR you may elect to allow us to charge what is otherwise allowed by statute under Choice 2 (pursuant to Fla. Stat. §83.595(1), (2) or (3)). This choice must be made at the time the Lease Contract is signed. If no choice is made, and you breach the Lease Contract as set forth herein, then we will charge what is allowed by Florida Statutes and the Lease Contract.

Mark only one Choice.

|                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Choice 1</b></p> <p><input type="checkbox"/> _____<br/>Initial</p>                      | <p>You agree to pay \$ <u>2706.00</u> (an amount that does not exceed 2 month's rent) to us as liquidated damages or early termination fee in accordance with Fla. Stat. §83.595(4) if you breach the Lease Contract and we have obtained a writ of possession, or if you have surrendered possession of the dwelling unit before the lease term expires, or if you have abandoned the dwelling unit, or if you elect to terminate the Lease Contract before the lease term expires. You understand and accept this liquidated damage or early termination fee specified herein, which election is made by you at the inception of the Lease Contract.</p> <p>In the event this Choice 1 is elected, then we are entitled to rent and all other charges (including property damages to the dwelling unit beyond normal wear and tear) accrued through the end of the month in which we retake possession of the dwelling unit, in addition to the liquidated damages or early termination fee amount set forth in this paragraph in accordance with Fla. Stat. §83.595(4). However, we waive the right to seek additional rent beyond the month in which we retake possession.</p> |
| <p><b>Choice 2</b></p> <p><input checked="" type="checkbox"/> <u>MD</u> _____<br/>Initial</p> | <p>You do not agree to liquidated damages or early termination fee and you acknowledge that we may seek damages as provided by law in accordance with Florida Statutes §83.595(1), (2) or (3) if you breach the Lease Contract and we have obtained a writ of possession, or if you have surrendered possession of the dwelling unit before the lease term expires, or if you have abandoned the dwelling unit, or if you elect to terminate the Lease Contract before the lease term expires.</p> <p>In the event this Choice 2 is elected, you may owe future rents as they become due under the lease.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

**Resident or Residents**  
(All Residents must sign here)

**Owner or Owner's Representative**  
(signs here)

Jay A Durrance  
Resident

05/05/2021  
Date

Matthew Sankey

Resident \_\_\_\_\_ Date \_\_\_\_\_

**Date of Lease Contract**

May 4, 2021

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_





# UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated May 4, 2021 between WaterVue Partners LLC

("We" and/or "we" and/or "us") and Jay A Durrance

("You" and/or "you") of Unit No. 331 located at 907 Tidewater Lane (street address) in Longwood, FL 32750

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Water** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or
- ☐ water bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - ☐ 3rd party billing company if applicable \_\_\_\_\_

b) **Sewer** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or
- ☐ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - ☐ 3rd party billing company if applicable \_\_\_\_\_

c) **Gas** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or
- ☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - ☐ 3rd party billing company if applicable \_\_\_\_\_

d) **Trash** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or
- ☐ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: 0
  - ☒ If flat rate is selected, the current flat rate is \$ 20.00 per month.
  - ☐ 3rd party billing company if applicable \_\_\_\_\_

e) **Electric** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or
- ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - ☐ 3rd party billing company if applicable \_\_\_\_\_

f) **Stormwater** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or
- ☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - ☐ 3rd party billing company if applicable \_\_\_\_\_

g) **Cable TV** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - ☐ 3rd party billing company if applicable \_\_\_\_\_

h) **Master Antenna** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - ☐ 3rd party billing company if applicable \_\_\_\_\_

i) **Internet** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - ☐ 3rd party billing company if applicable \_\_\_\_\_

j) **Pest Control** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - ☐ 3rd party billing company if applicable \_\_\_\_\_

k) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - ☐ 3rd party billing company if applicable \_\_\_\_\_



- l) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
  - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - ☐ 3rd party billing company if applicable \_\_\_\_\_

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
  - "2" - Calculation of your total water use based on sub-metering of hot water
  - "3" - Calculation of your total water use based on sub-metering of cold water
  - "4" - Flat rate per month
  - "5" - Allocation based on the number of persons residing in your dwelling unit
  - "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
  - "7" - Allocation based on square footage of your dwelling unit
  - "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
  - "9" - Allocation based on the number of bedrooms in your dwelling unit
  - "10" - Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within \_\_\_\_\_ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late fees or final bill fees, you shall pay such fees as indicated below.

|                                     |          |                          |
|-------------------------------------|----------|--------------------------|
| New Account Fee:                    | \$ _____ | (not to exceed \$ _____) |
| Monthly Administrative Billing Fee: | \$ _____ | (not to exceed \$ _____) |
| Late Fee:                           | \$ _____ | (not to exceed \$ _____) |
| Final Bill Fee:                     | \$ _____ | (not to exceed \$ _____) |

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 50.00.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants and/or the identity of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

a) Item #3 is replaced by the following: You must pay for your utility service by it's due date. If a utility payment is late you will be responsible for a late fee as indicated in paragraph 6 of the Apartment Lease Contract. The late payment of a bill or failure to pay any utility and/or services bill is a material breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there is a billing fee for the production of any services bill or a set-up charge or initiation fee by us or our billing company, you shall pay such billing fee in an amount not to exceed \$5 per billing period and such set-up charge/initiation fee in an amount not to exceed \$15.00. b) Any and all base or fixed charges and costs imposed by the utility provider will be paid by you in accordance to any federal, state or local law and/or ordinance. c) Paragraph 4 is modified to require Residents to provide proof that utility services are in the Resident's name at time of move in. If it is discovered that utility services remain in the Owner's name, Resident will be charged the administration fee indicated in this paragraph.

\_\_\_\_\_  
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|                                          |                 |
|------------------------------------------|-----------------|
| Resident Signature <i>Jay A Durrance</i> | Date 05/05/2021 |
| Resident Signature _____                 | Date _____      |
| Resident Signature _____                 | Date _____      |
| Resident Signature _____                 | Date _____      |
| Resident Signature _____                 | Date _____      |
| Resident Signature _____                 | Date _____      |
| Management <i>Matthew Sankey</i>         | Date 05/07/2021 |

CCIS





## BED BUG ADDENDUM

Date: May 4, 2021  
(when this Addendum is filled out)



*Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.*

### 1. DWELLING UNIT DESCRIPTION.

Unit No. 331, 907 Tidewater Lane  
\_\_\_\_\_  
(street address) in  
Longwood  
(city), Florida, 32750 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 4, 2021  
Owner's name: WaterVue Partners LLC

Residents (list all residents):

Jay A Durrance

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE:** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

### 4. MANAGEMENT REPRESENTATION AND INSPECTION:

Management represents that it is not aware of any current infestation or presence of bed bugs in the dwelling unit. Under Florida law, only a licensed pest control professional, hereinafter "Pest Control" is permitted by law to inspect for insects and render an opinion as to infestation or the lack thereof. You acknowledge that you have either: (a) inspected the dwelling before moving in or signing this addendum, and you did not find any evidence of bed bugs or bed-bug infestation; or (b) you will inspect the dwelling within 48 hours of receiving keys for possession of the dwelling and will notify us of any bed bugs or bed-bug infestation. If you do not notify us of any bed bugs within 48 hours of receiving keys for possession of the dwelling, you agree and represent that your dwelling does not have bed bugs at the time you took possession of the dwelling.

**5. BEDBUG INFORMATION:** Resident represents and agrees that he or she has read the information about bed bugs provided by Management and is not aware of any infestation or presence of the bed bugs in Resident's current or previous dwelling(s), home(s), furniture, clothing, or personal property and possessions and has fully disclosed to Management any previous bed bug infestation or issues which Resident may have experienced or are experiencing and has not been subjected to or living in an environment, dwelling, or home in which there was a bed bug infestation or presence. Resident represents that if he or she WAS previously living in a dwelling

or home that had a bed bug infestation that he or she has had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by Pest Control that shall certify such items are free of further infestation. In the event Resident discloses a previous experience of bed bug infestation, Management shall have the right to see documentation of the treatment from Pest Control and inspect Resident's personal property and possessions to confirm the absence of bed bugs.

**6. USED AND DISCARDED ITEMS:** Resident acknowledges that used, abandoned or discarded furniture, clothing, and personal property can contain bed bugs which may infest the dwelling and be extremely difficult to control, and the costs associated with treating bed bugs are expensive. Resident represents and agrees that he or she shall not allow such property to enter the dwelling without confirming the absence of bed bugs or having such items properly and professionally cleaned and treated by Pest Control before bringing such items into the dwelling. Resident shall be required to provide proof that any such item has been inspected and or treated by Pest Control.

### 7. ACCESS BY MANAGEMENT AND PEST CONTROL AND RESIDENT COOPERATION:

Resident shall allow Management, Maintenance staff and Pest Control to have full access to the dwelling at reasonable times and hours for inspection, pest control, and treatment of bed bugs if any exist. Resident and the Resident's family members, occupants, social guests, and invitees shall cooperate and shall not interfere in any way with inspections or treatments, or this shall constitute a material breach of the lease agreement. Upon confirmation of the presence or infestation of bed bugs, Resident must cooperate and coordinate with Management and Pest Control to treat and attempt to eliminate the bed bugs. Resident must follow all directions of Management and Pest Control to treat the dwelling. Management and Management's Pest Control shall have the right to set all conditions necessary for inspection and treatment of the premises for the presence or infestation of bed bugs. Simultaneously as we treat the dwelling, unless otherwise prohibited by law, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control company that we approve. The Resident is required to remove or destroy personal property that cannot be treated or cleaned in the opinion of Management or Pest Control and holds Management and Pest Control harmless for any loss or damages to such personal property. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

**8. NOTIFICATIONS BY RESIDENT:** Resident shall promptly notify Management of any conditions that may indicate the presence of bed bugs in the dwelling or in any of Resident's clothing, furniture, and/or other personal property. Resident shall promptly notify Management of any recurring or unexplained bites, irritations, sores of the skin or body which Resident believes are occurring from bed bugs or from any condition or pest believed to be within the dwelling. Resident shall promptly notify Management if he or she discovers any condition or evidence that might indicate the presence or infestation of bed bugs. Resident shall not try to treat the dwelling for a bed bug infestation on his own or hire any outside pest control company and acknowledges that Management has the full right to select its own Pest Control to perform treatments and cleaning of the dwelling and building if necessary. Failure to comply shall constitute a material breach of the Lease Contract and this addendum.



## BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed.

However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.







## MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

### 1. DWELLING UNIT DESCRIPTION.

Unit No. 331, 907 Tidewater  
Lane  
\_\_\_\_\_  
\_\_\_\_\_  
Longwood (street address) in  
\_\_\_\_\_  
(city), Florida, 32750  
\_\_\_\_\_  
(zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 4, 2021  
Owner's name: WaterVue Partners LLC

Residents (list all residents):

Jay A Durrance

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

### 3. ABOUT MOLD.

Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

### 4. PREVENTING MOLD BEGINS WITH YOU.

In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for

water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set on the "COOL" and "FAN/AUTO" setting (not "FAN/ON" setting or "OFF" setting) to automatically circulate air in the event temperatures rise to or above 75 degrees during winter months, or 78 degrees during summer months. Relative humidity levels should be maintained under 60% at all times in order to prevent conditions conducive to the growth of mold and mildew.

### 5. IN ORDER TO AVOID MOLD GROWTH,

it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

### 6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES

(such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.



RESIDENT(S) actions or inactions are causing a condition which is conducive to mold/mildew growth. If RESIDENT fails to vacate the dwelling after receiving a written notice to vacate, RESIDENT assumes all risks of remaining in the dwelling and shall be liable for any resulting damage to person or property.

- 10. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

- [illegible]

**9. TERMINATION OF TENANCY.** Owner, Management or agent reserves the right to terminate the tenancy and RESIDENT(S) agree to vacate the premises in the event Owner, Management or agent in its sole judgment feels that either there is mold/mildew present in the dwelling unit which may pose a safety or health hazard to RESIDENT(S) or other persons and/or

**Owner or Owner's Representative**  
(Signs here)

*Matthew Sankey*

May 4, 2021



## LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT



### 1. DWELLING UNIT DESCRIPTION.

Unit No. 331, 907 Tidewater Lane  
\_\_\_\_\_  
\_\_\_\_\_  
(street address) in  
Longwood  
(city), Florida, 32750 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 4, 2021  
Owner's name: WaterVue Partners LLC

Residents (list all residents):

Jay A Durrance

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

### 3. CONCESSION/DISCOUNT AGREEMENT. As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and/or Discount.

(Check all that apply)

☒ **One-Time Concession.** You will receive a One-Time Concession off the rent indicated in the Lease Contract in the total amount of \$ 611.10. This Concession will be credited to your rent due for the month(s) of: Move in Special

☐ **Monthly Discount/Concession.** The rent indicated in the Lease Contract includes a Monthly Discount of \$ \_\_\_\_\_ per month off of the suggested rental rate for your dwelling.

☐ **Other Discount/Concession.** You will receive the following discount off the rent indicated in the Lease Contract:

**Resident or Residents**  
(All residents must sign)

Jay A Durrance

☐ **Non-Monetary Concession.** You will receive the following non-monetary concession during the term of the Lease:

### 4. CONCESSION CANCELLATION AND CHARGE-BACK.

The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.

Unless modified by Addenda, if your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all (Check all that apply)

- ☒ Concessions  
☒ Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

### 5. MARKET RENT. The market rent for this dwelling is the rent stated in the NAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

### 6. SPECIAL PROVISIONS. The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

If during the term of the lease or any extension thereof, the LIHTC program requirements would cause a reduction in the monthly rental amount, the total concession amount noted above may be used to offset the amount of the reduction in the rental amount. This change in the LIHTC Program requirements would not obligate you to return any of the lease concession.

**Owner or Owner's Representative**  
(signs here)

Matthew Sankey

**Date of Lease Contract**

May 4, 2021





## LEASE ADDENDUM LIABILITY INSURANCE REQUIRED OF RESIDENT



### 1. DWELLING UNIT DESCRIPTION.

Unit No. 331, 907 Tidewater  
Lane \_\_\_\_\_  
\_\_\_\_\_  
(street address) in  
Longwood  
(city), Florida, 32750  
(zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 4, 2021  
Owner's name: WaterVue Partners LLC

Residents (list all residents):

Jay A Durrance

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

### 3. Acknowledgment Concerning Insurance or Damage Waiver.

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

### 4. REQUIRED POLICY.

You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 100000.00, from a carrier with an AM Best rating of

A-VII or better, licensed to do business in Florida. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.

6. SUBROGATION ALLOWED. You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

7. YOUR INSURANCE COVERAGE. You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: Castle Key

8. DEFAULT. Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

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

10. SPECIAL PROVISIONS: If you fail to obtain and maintain liability insurance as required by this Addendum, you will be in violation of your lease. In such event, we will send a written notice to you demanding that you cure the violation by procuring the insurance and supplying evidence of coverage to us. If you fail to do this on or before the date set forth in your notice, we reserve the right to procure liability only insurance on your behalf. You will be charged for the premium paid to the insurance. The premium payment will be considered additional rent.

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents

(All residents must sign here)

Jay A Durrance

Owner or Owner's Representative

(signs here)

Matthew Sankey

Date of Lease Contract

May 4, 2021







## Balcony, Patio, and Extended Patio Addendum

Becomes part of the Lease Contract

### DWELLING UNIT DESCRIPTION.

Unit No. 331, 907 Tidewater Lane (street address) in Longwood  
(city) FL (state), 32750 (zip code).

### LEASE CONTRACT DESCRIPTION.

Begin Date of Lease Term: 05/04/2021 Owner's Name: WaterVue Partners LLC

Residents (list all residents): Jay A Durrance

The Lease rents the Resident the Apartment Home, but excludes optional access to the balcony, patio, or extended patio. Your total monthly amount (as stated in the Lease Contract) will be increased by \$\_\_\_\_\_, effective 05/04/2021. The monthly amount in the Lease Contract [check one] ☐ includes ☐ does not include the following options selected for the entire term of this lease agreement, and is due with your rental payment on the first of each month and will be considered additional rent:

☐ Balcony or Patio Rent. Resident shall pay Manager \$\_\_\_\_\_ ("Balcony Rent" or "Patio Rent") per month for the right to use and have access to the balcony or patio which is attached to the Apartment Home with a door.

☐ Extended Patio Rent. Resident shall pay Manager \$\_\_\_\_\_ ("Extended Patio Rent") per month for the right to use and have access to the patio that is adjacent to the screened patio.

Failure to Pay Balcony, Patio, or Extended Patio Rent. The monthly rent for the balcony, patio, or extended patio is due with your rental payment on the first of each month and will be considered additional rent. Failure to pay the balcony, patio, or extended patio rent shall be a breach of the Lease and cause for immediate loss of the right to use of and access to the balcony, patio, or extended patio.

Rules and Regulations. By signing this Addendum, Resident agrees to strictly follow all rules and regulations in the Resident Handbook related to balcony, patio, or extended patio and the following:

- Resident shall keep the area neat and clean at all times.
- Only acceptable patio furniture and one live potted plant are permitted.
- Grills may not be used or stored.
- Satellite dishes or other telecommunications devices may not be placed or installed.
- Bicycles, non-patio furniture, indoor furniture, or any other non-authorized items may not be placed or stored.
- Animals may not be left unattended.

Failure to follow these rules and regulations shall be a breach of the Lease and cause for immediate loss of the right of use and access to the balcony or patio. Manager shall have the absolute right to immediately enter the Apartment and the balcony or patio to remove and dispose of any items which are in violation of the rules and regulations, and Resident will be subject to applicable fine.

By signing below, Resident(s) and Manager agree to the terms and conditions of this Balcony and Patio Addendum, and understand this option is concurrent with the term of this lease.

**Resident or Residents**  
(All Residents must sign here)

**Owner or Owner's Representative**  
(Signs here)

Jay A Durrance

Matthew Sankey

Date

05/04/2021



## Drug / Crime Free Addendum

Becomes part of the Lease Contract

DWELLING UNIT DESCRIPTION. Unit No. 331, 907 Tidewater Lane (street address) in Longwood (city), FL (state), 32750 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: 05/04/2021

Owner's Name: WaterVue Partners LLC

Residents (list all residents): Jay A Durrance

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

1. Resident, any member of the Resident's household, or a guest or other person affiliated with the resident shall not engage in criminal activity, including drug-related criminal activity, on or off the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine and/or illegal drug paraphernalia.
2. Resident, any member of the Resident's household, or a guest or other person affiliated with the resident shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off the premises.
3. Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on or off the premises.
5. Resident, any member of the Resident's household, or a guest or other person affiliated with the resident shall not engage in any illegal activity, on or off the premises, including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

Resident or Residents  
(All residents must sign here)

Jay A Durrance

Owner or Owner's Representative  
(Signs here)

Matthew Sankey

Addendum Date

05/04/2021





## Reserved Parking, Garage and Storage Addendum

Becomes part of the Lease Contract

**DWELLING UNIT DESCRIPTION.** Unit No. 331, 907 Tidewater Lane (street address)  
in Longwood (city) FL (state), 32750 (zip code).

**LEASE CONTRACT DESCRIPTION.** Begin Date of Lease Term: 05/07/2021 Owner's Name: WaterVue Partners LLC  
Jay A Durrance Residents (list all residents):

Your total monthly amount (as stated in the Lease Contract) will be increased by \$ 0.00, effective 05/07/2021.  
The monthly amount in the Lease Contract [check one] ☒ includes ☐ does not include the following options selected for the entire term of this lease agreement, and is due with your rental payment on the first of each month and will be considered additional rent:

☒ **Reserved Parking Option:** I agree to the reserved Parking Space(s) as indicated below:

Parking Space Number 1070 Permit Number \_\_\_\_\_ Monthly Fee \$ 0.00 included in optional bundle ☒ Yes ☐ No  
Parking Space Number \_\_\_\_\_ Permit Number \_\_\_\_\_ Monthly Fee \$ \_\_\_\_\_  
Parking Space Number \_\_\_\_\_ Permit Number \_\_\_\_\_ Monthly Fee \$ \_\_\_\_\_  
Parking Space Number \_\_\_\_\_ Permit Number \_\_\_\_\_ Monthly Fee \$ \_\_\_\_\_

All vehicles shall be registered with the Manager and the issued parking permit shall be displayed on the exterior of the rear window on the driver's side, as required by the Resident Handbook. If Resident changes vehicles, the registration must be changed with Manager. Any vehicle with a permit which does not match the registration, any vehicle which is not authorized to be parked in a reserved parking space, or failure to pay reserved parking monthly fee will subject the vehicle to being towed from the Apartment Community without notice, at the expense of the vehicle owner. In addition, Resident shall be assessed an additional fee of \$35.00 due to the Manager upon each offense. Management reserves the right to relocate your reserved parking space with five business days' notice.

☐ **Garage Option:** I agree to pay the fee listed below for the Garage(s) and have been issued a garage door opener which shall be used for entry. I understand the replacement cost if I lose or damage a door opener is \$ \_\_\_\_\_ due upon receipt of a new door opener. Failure to return a door opener at the termination of my lease agreement will also incur the cost of \$ \_\_\_\_\_ for replacement.

Garage Number \_\_\_\_\_ Permit Number \_\_\_\_\_ Monthly Fee \$ \_\_\_\_\_ included in optional bundle ☐ Yes ☐ No  
Garage Number \_\_\_\_\_ Permit Number \_\_\_\_\_ Monthly Fee \$ \_\_\_\_\_  
Garage Number \_\_\_\_\_ Permit Number \_\_\_\_\_ Monthly Fee \$ \_\_\_\_\_  
Garage Number \_\_\_\_\_ Permit Number \_\_\_\_\_ Monthly Fee \$ \_\_\_\_\_

☐ **Garage with Driveway Option:** I agree to pay the fee listed below for the Garage with Driveway and have been issued a garage door opener which shall be used for entry to Garage Number \_\_\_\_\_. I understand the replacement cost if I lose or damage the door opener is \$ \_\_\_\_\_ due upon receipt of a new door opener. Failure to return the door opener at the termination of my lease agreement will also incur the cost of \$ \_\_\_\_\_ for replacement. I understand and agree that driveway parking is restricted to a mid-size or smaller vehicle.

Garage Number \_\_\_\_\_ Permit Number \_\_\_\_\_ Monthly Fee \$ \_\_\_\_\_ included in optional bundle ☐ Yes ☐ No  
Driveway Number \_\_\_\_\_ Permit Number \_\_\_\_\_ Monthly Fee \$ \_\_\_\_\_

**Note for above parking options:** You are responsible for damage caused by your vehicle or your guest's vehicle, including but not limited to parking surfaces damaged due to fluids leaking from the vehicle.

☐ **Storage Area Option:** I agree to pay the fee of \$ \_\_\_\_\_ per month, and have been issued a key which shall be used to access Storage Area Number \_\_\_\_\_. I understand the replacement cost if I lose or damage the key is \$ \_\_\_\_\_ due upon receipt of a new key. Failure to return the key at the termination of my lease agreement will also incur the cost of \$ \_\_\_\_\_ for replacement. The following conditions apply to garage and storage areas:

- No flammable or combustible liquids or gases, batteries, fireworks, explosives or any other item or substance, which owner deems dangerous or unacceptable, may be kept in the premises. No electricity or other utilities may be connected to the premises and no plants may be grown in the premises.
- Owner will not provide pest control for the premises and shall not be liable for any damages caused by pests to the premises.
- I agree "garage sales" are not permitted in or around the premises, parking areas or common areas and nothing shall be sold out of or around the premises, parking areas or common areas without our written permission.
- I agree not to use the garage area for vehicle repair or storage of inoperable vehicles.
- I agree not to replace or alter locks or keys.
- I agree not to sublet or rent out the area to another party.
- I agree that no person shall be permitted to sleep in the premises at any time.
- I agree that no pets or animals shall be kept in the premises.
- I understand that Concord Management and its agents are not responsible for the safety or security of items stored and it is recommended that Resident purchase renters insurance.

**Resident or Residents**  
(All residents must sign here)

**Owner or Owner's Representative**  
(Signs here)

Jay A Durrance

Matthew Sankey

Date

05/04/2021



We are happy to have you as a resident and hope you enjoy your new home. Please contact your Resident Services Team if questions arise concerning the policies and procedures reviewed in the Resident Handbook.

Please remember that these policies are a part of the Lease Contract and are subject to change with written notice to all residents. Please access your community's website for the most current Resident Handbook.

On behalf of all of Concord's employees, we look forward to being of assistance to you in your new home.

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## Our Commitment to Fair Housing

This community is committed to fair housing and does not discriminate based on race, color, creed, religion, sex, physical or mental handicap, familial status, national origin, ancestry, age, gender identity, persons who are Lesbian, Gay, Bisexual, Transgender, Queer, or Questioning (LGBTQ), victims of domestic violence, dating violence, stalking, or sexual assault, or any other illegal basis prohibited by federal, state, or local law. Any requests for reasonable accommodations or reasonable modifications are reviewed and granted if they are indeed necessary to allow equal enjoyment of the community. If a disability requires a change in our policies or a change to your apartment home, please contact your Resident Services Team to make a request.

## Resident Services

24/7 Online access is available through the RENTCafé Resident app, which you are encouraged to download. This will allow you to:

- Pay monthly rent online or set up for automatic payments
- Request routine service
- Review your account ledger
- Read announcements pertinent to your community.

As an alternative, you may access the same features through your community's resident portal by visiting your community's website or [ConcordRENTS.com](https://ConcordRENTS.com) to enroll.

Our primary method to communicate with you will be via email, and as a result you are responsible to maintain a current email address with us. In addition, community newsletters and policies are posted on your community's website.

## Rent Payments

Contact a member of your community's Resident Services Team to review payment options available at your community and fees which may be associated with these options. Online payment of rent is the preferred method and is available anytime by visiting your community's website. Recurring online payments can easily be set up. Online payments are mobile friendly – Pay directly from your smartphone. Acceptable forms of payment on your community's website are:

- Electronic Check (eCheck)
- Visa
- Mastercard
- Discover

Payments may also be made by mailing them to the address indicated in the "Rent and Charges" paragraph of the lease contract so it arrives no later than the due date. Personal or cashier's checks must be for the full amount due and be made payable to the community. Personal checks must be imprinted with name and account number.

Partial payments, two-party checks, money orders and cash will not be accepted. As a secure alternative to paying with money orders or cash, payments may also be made at participating CheckFreePay Agent Locations with your assigned Walk in Payment System (WIPS) identification card.



**Payments received after the due date will be considered late and subject to penalties as stated in the Lease Contract. Payments which are not accepted by us during the time which you are correcting violations of your lease will also be considered late.** We are unable to hold or accept post-dated checks. **Regardless of weekends or holidays, rent remains due on or before the first day of the month, unless otherwise stated in the Lease Contract.** Personal checks are not accepted when rent is late, and rent must be paid through a CheckFreePay Agent Location, by cashier's check, debit card, or credit card via your community's website. If rent is received late, you and any guarantors, will be given the required legal notices which will allow a specified amount of time for payment of delinquent rent and all late fees (pursuant to the Lease Contract).

In the event a check is returned, you will be required to pay all appropriate charges and rent immediately through a CheckFreePay Agent Location, by cashier's check, debit card, or credit card via your community's website. Upon the return of a second check within a lease term, you must pay by cashier's check or at a CheckFreePay Agent Location for the remainder of that lease term. You may receive notification of a returned check from your bank before we do. The day you receive notice from the bank, please contact us and pay the amount due to minimize assessment of late fees.

### **After School Program (where applicable)**

The Monster Club sponsors fun, educational, supervised programs for children of the community ages 5 to 12 when school is in session. Please contact your Resident Services Team for Monster Club meeting times and program information. Contributions are welcomed and appreciated. Parents must enroll each child before they may participate in the Monster Club program.

### **Liability and Personal Property Insurance**

You are encouraged to obtain a policy which includes both liability and personal property coverage, as each of these affords you specific protections:

- **Liability Coverage** – Covers accidental damage that you cause due to perils indicated in your policy. Examples of perils which may be included in a policy are fire, smoke, and injuries incurred by your guests. Liability insurance does not cover your personal belongings.
- **Personal Property Coverage** – Covers your personal belongings when covered accidents cause them to be damaged or they are stolen. The policy also provides you with additional living expenses if your home is damaged and left uninhabitable.

It is important for you to have these insurance coverages, as the community's insurance policy does not provide you with the protections indicated above. Be sure to carefully review any insurance policy prior to purchase so you may understand specific coverage and exclusions.

Your community may require all leaseholders to have liability insurance. Liability insurance is required in the event we authorize your request to use your own washer or dryer appliances, or your request is authorized for a satellite dish. In addition, it may be required if you are authorized to have an animal. If liability insurance is required, the policy must provide coverage of at least \$100,000. Please contact your Resident Services Team to determine insurance requirements at your community.



We have partnered with Assurant, our preferred insurance provider to provide you with great rates and guaranteed acceptance to insure your apartment home and personal belongings. Policies purchased from insurance carriers other than Assurant may exclude damages to your apartment home, which you will be held financially responsible. You are encouraged to obtain coverage through Assurant to avoid these exclusions. Contact them today to obtain a free quote at [AssurantRentersPolicy.com](http://AssurantRentersPolicy.com) or 855-846-9278.

## Water Sub-Metering

Many communities have implemented water sub-metering and residents at these communities are responsible for monthly water and sewer payments, including taxes and other charges. Residents' water and sewer bills are based on each apartment home's consumption. A monthly bill is mailed to the resident from the billing company and payments are due with the next rent payment, payable to the community. Residents are responsible for water and sewer payments through move-out.

## "Good Neighbor" Policy

We would like everyone living at this community to enjoy their home. It is requested that all residents and their guests respect their neighbors by being courteous to each other and maintaining reasonable noise levels inside and outside apartment homes at all times. In addition, it is important to drive carefully and adhere to a 10 mile per hour speed limit unless otherwise posted.

Any violations of the community's policies by residents or their guests are the responsibility of the leaseholders, and will result in applicable action against the leaseholders.

## Loitering

We would like every resident to live in a quiet and peaceful community. Therefore, residents may not congregate on steps, breezeways, or entryways at any time. Please entertain guests inside the apartment home or designated picnic, playground and other common areas. All outdoor common areas close at dusk unless otherwise posted.

## Access Gates

If your community is equipped with access gates, please familiarize yourself with the appropriate guidelines for access:

- Code Entry - Drive to the key pad and enter your code. The gate will automatically open.
- Card Entry - Drive to the second terminal and place your personal access card on the pad. When the green light flashes the gate will automatically open.

Visitors to the community will need to follow the steps below:

1. Drive to the first key pad at the entrance gate and scroll the directory for the last name, code name, or code number of the resident they wish to visit.
2. Enter the numerical code located to the right of resident's name or number. The computer will then dial the telephone number associated with that resident.





3. Grant the visitor access by pressing “9” on your phone, then hang up. The gate will open to allow your visitor entry to the community. To deny access hang up without pressing “9” and the gate will remain closed.

The following guidelines must be adhered to by residents and their guests:

- The access gates are for vehicle use only. Pedestrians are to use the pedestrian access gate, where applicable.
- Children are prohibited from playing on or near the access gates.
- The access gates are programmed to remain open for only one vehicle to pass through. Residents observed “tailgating” (following another vehicle through) may be assessed a fine or have their residency terminated.
- Restitution for damage to the access gate is the responsibility of the resident if caused by the resident or their guests. Damage to the access gate may result in termination of residency.
- Management assumes no responsibility for damage to vehicles due to access gates.

## Vehicles and Parking

The following policies are related to vehicles and parking at the community:

- A parking decal will be issued for each vehicle registered with the community for leaseholders or other authorized occupants. Each vehicle must display the parking decal on the rear window on the driver’s side. If you obtain a replacement vehicle, you must immediately notify a member of the Resident Services Team with the vehicle information. There will be a charge to obtain a replacement decal if a prior decal issued to you is not returned. All decals must be removed and returned upon move-out to avoid charges.
- Every vehicle must have current tags and be properly parked with the license plate visible from the street. Back in parking is not allowed.
- Park only in designated parking spaces, as parking on the grass, curb areas, fire lanes, or other restricted areas is prohibited. You are responsible for damage to the community caused by your vehicle or your guest’s vehicle, including damage to water sprinkler heads, supply lines, lawns, landscaping, or parking surfaces due to fluids leaking from the vehicle. To minimize damage due to fluid leaks, immediately apply kitty litter or other drying agent to absorb the fluid from the surface, and then properly dispose of the drying agent.
- Residents who drive a commercial vehicle may request management permission to park the vehicle at the community. The approval process will consider specific community requirements, the type of vehicle, its ability to fit properly in one parking space, and that it will not cause any damage to the parking surface or contain any dangerous or hazardous chemicals.
- Residents and guests are only allowed to park at the community clubhouse when conducting business with the Resident Services Team or utilizing the clubhouse amenities.
- Guests must park in designated guest parking areas. Guests may park in guest parking areas up to three days within a 30 day period, without obtaining a Guest Parking Permit. If extended parking is available for guests at your community,



guests staying more than three days in a 30 day period must obtain a Guest Parking Permit from the Resident Services Team. Guests' vehicles which do not comply with our parking policy are subject to being towed at the owner's expense.

- Residents are not permitted to park in Guest Parking Spaces, which are designated with white numbers and/or guest parking signs. Residents that park in these spaces are subject to having their vehicle towed at the owner's expense.
- Permission to park in designated handicapped accessible parking spaces requires a parking permit issued by the city, county, or state. Vehicles parked in these areas without the appropriate permit prominently displayed are subject to fines imposed by local law enforcement and are subject to towing of vehicle at owner's expense. If you are disabled and need reserved parking or additional accessible parking, please contact your Resident Services Team.
- Asphalt protectors are required for motorcycles. Motorcycle covers are only permitted with prior written approval from the Resident Services Team.
- Repair or routine maintenance (such as oil changes) of motor vehicles on the community is prohibited. Unavoidable repairs must be approved by your Resident Services Team, in writing, prior to an actual repair. Inoperable or abandoned vehicles are not permitted. This includes vehicles with flat tires, broken or no windshields, and all other vehicles deemed inoperable. Vehicles in violation of the above policy will be tagged and/or towed away at the owner's expense.
- Vehicles may be washed if designated car wash areas are provided, and these areas are available for use from dawn to dusk. If your community does not have a designated car wash area, you may not wash your vehicle at the community.
- Concord Management and this community assume no responsibility for damages to vehicles due to weather, natural disasters, lawn maintenance, irrigation systems, theft or vandalism.
- Violation of any of the above policies may result in the vehicle being towed at the owner's expense.
- Garages (where applicable) are intended for vehicle parking and may not be used solely for storage or as an extended living area.

## **Restricted Vehicles**

The following vehicles are restricted from being parked on community grounds:

- Buses
- Recreation vehicles
- Boats, jet skis (or any water vehicles), or trailers
- Campers
- Commercial vehicles (semi trucks, cabs, buses, etc.)
- Moving vehicles (vans, trucks, trailers, storage pods) may be parked on the community for no more than 24 hours after the move-in and 24 hours prior to the move-out.

Restricted vehicles parked on community grounds are subject to being towed at the owner's expense. Any and all local regulations will also apply.



## Disposal of Trash

Your community prides itself on the attractive appearance of the neighborhood. Improper disposal of trash anywhere on the community (including trash left outside of front doors, or by the dumpster or compactor areas) may result in a fine. Video surveillance may be used to ensure compliance with these policies.

All trash is to be placed in bags and all boxes are to be flattened before being placed in the dumpster or compactor. Tires and hazardous items may not be disposed of at the community. If a dumpster or compactor is full, please return after the container is emptied, and do not leave trash outside of the dumpster or compactor. Please contact your Resident Services Team to determine if large items that will not fit inside the dumpster or compactor may be disposed of at your community. If permissible, they will provide you with disposal instructions.

Trash dumpsters and compactors are for the convenience of leaseholders and are to be used with care. We prohibit residents under the age of 16 years to operate or utilize trash compactors or dumpsters. Management assumes no responsibility for accidents or injuries associated with activities related to the use of them and the areas around the trash dumpster or compactor.

If the community offers a recycling program, please refer to a Resident Service Team Member for the designated disposal area and rules that may apply.

If your community offers valet trash service, trash must be placed in the trash receptacle that is provided by the vendor. Loose trash, trash bags left outside of the receptacle, and receptacles that are placed for pick up outside of your community's specified hours are subject to a fine. Cardboard boxes must be broken down and placed neatly behind the receptacle. Please contact your Resident Services Team for hours of pick up and additional guidelines.

## Balconies, Patios, Breezeways, and Apartment Entry

In order to provide a consistent and welcoming appearance throughout the community, adhere to the following guidelines:

- Clothing, mops, or other articles may not be placed outside, on the window sills, walkways, stairways, balconies, patios, or hung on the windows. Only acceptable patio furniture and one live potted plant are permitted on balconies and patios. One live potted plant and an outdoor welcome mat are the only items allowed at the apartment home entryway.
- Bicycles which are in working condition may be secured to a bike rack, which may be available at your community. No bicycles may be stored in other areas outside of the apartment home. If bicycles are left outside they may be removed by management.
- Items may not be left outside the apartment home, in breezeways, or in common areas. Bicycles, toys, boxes, and other items are not permitted on balconies, patios, or in breezeways. Ensure toys and other items are kept inside your apartment home when not in use. If unauthorized items are left outside they may be removed by management.
- Non-patio and indoor furniture are not permitted on balconies or patios.



- Barbeque grills are not permitted for use within the community, except for those which may be provided by Management.
- If you live at a community where smoking is permitted, cigarette butts must be disposed of properly inside your apartment home, and may not be disposed of in breezeways or common areas.
- Satellite dishes or other telecommunication devices are not permitted to be installed or used on balconies, patios, breezeways, property adjacent to the apartment building, or the roof of the building.
- Camera doorbells are permitted for installation only when you have received prior written approval from your Resident Services Team, and they can also provide you with a reference for the allowed type of installation. Approval will be based on the type of device and installation method. Camera doorbells are only allowed when installed through the current peephole in your entry door. No drilling or screws are permitted to be fastened to the door, doorframe, or exterior wall. You are responsible for returning the door/peephole to the original configuration prior to move out.
- Pets are not permitted to be kept on balconies, patios or in breezeways.
- If you live at a community that offers the option of expanded patios and you decline this option, this space is reserved for use by Management. At their discretion it may be used for storage or other purpose that meets their exclusive needs.

## Smoking Policy

Smoking may not be permitted at your community. Please contact your Resident Services Team to determine if smoking is permitted. If smoking is not permitted, then residents, occupants, and visitors are prohibited from smoking inside buildings and all outside areas of the community unless a designated smoking area has been established among the common areas. If smoking is permitted, you will be responsible for the cost of any smoke damage caused to the apartment. In addition, if excessive smoking is causing damage to our property or is disturbing your neighbors, you may be asked to discontinue smoking on the inside of your apartment home.

## Pet Policy

Your community may be pet friendly. Please contact your Resident Services Team to determine if pets or fish tanks are permitted at your community. If pets or fish tanks are permitted, they can provide information regarding authorization, restrictions, and liability insurance requirements, if applicable. If an unauthorized animal is found in an apartment home or anywhere on the community (even temporarily), the leaseholders involved will be subject to fines and penalties which may include termination of residency.

Authorized animals must be on a leash, no longer than 6 feet in length, when outside the apartment home. You are responsible for proper disposal of your animal's waste. Failure to comply with these policies will result in a fine.

Please do not feed stray cats, dogs, or other wildlife (raccoons, ducks, alligators etc.). If a resident observes a stray animal roaming the community, please contact the local animal control service and your Resident Services Team.





## Common Areas

At most communities, the use of the pool, clubhouse, lounge, playground, fitness center, business center, and all other amenities are for the exclusive use of residents and their authorized guests. Select communities may require the purchase of an option or membership, subject to a separate agreement available to residents and in some cases members of the general public, in order to have access to these amenities. No common areas may be used for the placement of temporary structures, such as, play equipment, picnic tables, or inflatable bounce houses. All outdoor common areas close at dusk unless otherwise posted. Please respect the posted policies and hours. Management reserves the right to refuse the use of these facilities.

Concord Management and this community assume no responsibility for accidents or injuries associated with the pool and all other common area amenities.

## Swimming Pool (where applicable)

In an effort to ensure that all residents enjoy the community swimming pool, it is requested that everyone adhere to the “Pool Rules” posted in the vicinity of the pool. The following rules must be adhered to by you and your guests:

- Each resident who meets the required pool age is issued a pool pass or swimming pool “Access Card” which provides entry to the pool area. . The pool pass or access card must be with residents when using the pool. Fees may be assessed for replacement of pool passes, or access cards. Fees also apply to these items if not returned upon conclusion of your residency.
- Residents swim at their own risk as there is no lifeguard on duty. Please refrain from diving, running, or “horseplay” in and around the pool.
- Residents under the age of 13 must be accompanied by a resident 18 years of age or older in the pool area at all times.
- Guests of residents must be accompanied by an adult resident 18 years of age or older. Please limit guests to two per apartment home. In the event the pool area reaches maximum capacity, guests may be asked to leave so residents may enjoy the use of the facility. Residents are responsible for the conduct of their guests. Residents are responsible to complete an affidavit, available from the leasing office, in the event minors are permitted to be at the pool accompanied by an adult over the age of 18 who is not their legal guardian. No more than two non-related minors are to be supervised by an accompanying adult.
- Only appropriate swimming attire is allowed in the pool and pool area. Thong, T-Back, or Brazilian cut bathing suits worn by either men or women are not considered proper swimming attire. No cutoffs, street clothes, or diapers may be worn in the pool.
- Please be considerate of neighbors by containing the noise level in and around the pool area. Running, rowdy behavior, loud music, and obscene language will result in residents and their guests being asked to leave the pool area.
- Playing with emergency equipment (life ring, hook, etc.) is not allowed. Residents found tampering with these items will be subject to fines or termination of pool privileges.
- Electrical cords may not be used in the pool area. All musical devices must be operated by battery and kept at a reasonable volume.



- Reasonable inflatable toys may be used unless otherwise stated. Inflatable rafts, boogie boards, kick boards, and similar objects are not allowed in the pool.
- Alcoholic beverages, glass containers or bottles, and personal grilling devices are not permitted in or around the pool area.
- The pool closes at dusk unless otherwise posted.
- Management reserves the right to refuse anyone access to the pool or Clubhouse facilities.

## **Fitness Center (where applicable)**

Facilities vary by property and there may be a separate agreement outlining the terms and conditions associated with the use of those facilities. In the event this applies, the use and availability of those facilities will be subject to the terms outlined under separate agreement which shall supersede the terms outlined in the Resident Handbook.

The community may offer a get fit gym to promote a healthy lifestyle! The use of the fitness center equipment is reserved for residents age 15 and older. Guests 15 years of age or older may use the fitness center equipment only if accompanied by an adult resident age 18 or older. Residents or guests under the age of 15 must be accompanied by an adult resident 18 or older although they are not allowed to use the fitness center equipment.

Consult your physician before beginning any type of exercise program. Residents and guests use the equipment at their own risk.

An access card or key to the area will be provided at move-in. Please do not share your access card or key with anyone. For privacy concerns, the combination to the access door may be changed without notice. A deposit may be required to obtain fitness center access.

## **Business Center and WiFi Café**

For communities with a Business Center or WiFi Café available for resident use, this area and its equipment is reserved for residents ages 13 or older. Resident's children under the age of 13 may use the area only if accompanied by an adult resident age 18 or older. Food or drink is not allowed in a Business Center at any time. Tampering with the installed software or the equipment, installation of additional software, and accessing pornographic information, is not allowed. You will be responsible for any expense associated with damage to the equipment. Please respect the posted policies and hours, where applicable.

## **Maintenance**

Your service requests are important to us! It is not recommended that you perform maintenance in your apartment home other than replacing lights bulbs within the interior of your home, garage, storage area, and exterior fixtures operated from inside the apartment. You are responsible to replace light bulbs at your expense with the same type and wattage. Please be aware that you are financially responsible for any maintenance beyond normal wear and tear.

Emergency maintenance issues should be reported via the number provided, in order to ensure it is promptly addressed. If you contact us after normal maintenance service hours and the call is not answered, you have the option to report an emergency maintenance issue. Issues that do not pose a hazardous situation will be addressed during normal maintenance service hours. Please dial 911 in case of a fire and all other emergencies.





In order to provide the best possible service, you are encouraged to request service through the RENTCafé Resident app or your community's resident portal and provide a detailed description of the service being requested. These provide a convenient method to submit service requests at any time and allow you to track the status of the request. As an alternative, you contact us at the number provided.

In order for you to identify Service Team Members, they are required to present their company issued photo identification badge when entering your apartment home for any reason. We may not enter an apartment home to perform maintenance when only persons under the age of 18 are present.

## **Preventative Maintenance**

Preventative maintenance is designed to preserve and extend the life and value of your apartment home. Typically conducted four times per year, this program will assist in minimizing service requests and provide a better living environment. Preventative maintenance of your home may include such items as HVAC air filter changes, smoke alarm service, carbon monoxide detector service and the general inspection of the condition of the apartment home (e.g., appliances, caulking, water heaters, etc.). A minimum of a 24 hour notice will be provided for any preventative maintenance work. Please notify your Resident Services Team of any conflicts with the scheduled preventative maintenance service.

## **Lock-Outs, Additional Keys, and Lock Changes**

Lock-out service is available for authorized leaseholders who present proper identification during office hours. If outside of office hours, you may call a licensed locksmith to have this service completed at your own expense.

If locked out, minors may come to the Clubhouse and use a telephone to contact their parent or guardian. Keys will only be issued to minor occupants, age 13 or older, if prior written authorization has been provided to management by the adult leaseholders.

Contact your Resident Services Team to obtain additional keys or request an entry door or mailbox lock change. Prior to completing your request, we will inform you of any fees associated with performing this service.

If there is an anticipated need for a routine check on residents, most fire departments can install lock boxes which allow them access to the home. The use of a lock box will avoid damage due to forced entry in an emergency situation.

## **Pest Control**

Each apartment home is required to be serviced for pest control on a regular basis. In order to properly maintain the community, this service may not be declined. You will be notified of scheduled service dates.

When a specific problem with pests is apparent, please notify us promptly. A pest control professional will service your apartment home on their next scheduled visit, focusing on areas of concern.

Residents are responsible for maintaining a clean and sanitary environment to minimize pest control issues and will be financially responsible for infestations caused by their negligence.



## Appliance Care

We are proud to provide you with appliances which will meet your needs with minimum care. Here are some tips to keep them working at their best:

- Ovens – Non-abrasive cleaners should be used on the stove-top. Do not use cleaners on self-cleaning ovens. Do not store any items in the broiler drawer of the oven.
- Refrigerators – Distribute items evenly to ensure proper circulation of cool air throughout the interior of both the refrigerator and freezer compartments.
- Kitchen Waste Disposal – Place a few ice cubes in the disposal while it is running each week to keep it clean and its blades sharp. Never place your hands into the disposal. A tool may be provided so you may release common jams. Some models are also equipped with a reset button. Do not use the disposal for rice, pasta, banana peels, egg shells, bones, or other solid or hard objects. A charge may be incurred for improper use of the disposal.
- Dishwashers – Run on a monthly basis to minimize service issues and maintain good performance. Use only detergents formulated for use in a dishwasher. Drying agents are recommended.
- Washers – Do not overload.
- Clothes Dryer – Clean lint filter after each use.
- Water Heater – Adjustments made to the thermostat must be performed by a Concord Service Team Member. The water heater closet must be free of debris at all times as this area must not be used for storage.
- HVAC – HVAC filter will be changed on a regular basis by a Concord Service Team Member. Residents may request additional filter changes through your Resident Services Team (fee may apply). The HVAC will not function unless the “service disconnect” switch is in the “ON” position. For optimum efficiency, do not block the air intake or vents. The “Cool” mode should not be used when the outside temperature is below 60 degrees.

## General Apartment Home Care

You are responsible for maintaining the following areas of your apartment home according to these guidelines:

- Breaker Box – The breaker box is typically located in your utility closet – **DO NOT BLOCK ACCESS TO THIS PANEL.** Should you notice lights, electrical plugs or appliances not working please check the GFI receptacles located in the kitchen or bathrooms and push the “red” reset button. If this does not correct the problem, then check the breaker box to make sure none of the breakers are turned off or have tripped. If the breaker has tripped, always switch breaker to “OFF” position and then back “ON”. If the breaker should turn off or trip again, please contact your Resident Services Team.
- Countertops / Sinks – Use non-abrasive cleaners. Countertops are not heat resistant.
- Carpet – All carpeted areas are to be cleaned as needed. (You may consult your Resident Services Team for a carpet cleaning referral.) Carpet snags or pulls should



be clipped with scissors, not pulled. Report any damage to our Resident Services Team.

- Vinyl / Tile – Vinyl and tile should be cleaned with a mild, non-abrasive cleanser. Wax should not be used. Water standing on vinyl for long periods of time will result in discoloration.
- Tub / Shower – Use non-abrasive cleaners.
- Toilet – The shut off valve is located behind toilet; always turn off in the event of overflow. If necessary remove the lid and manually raise the ball to stop water from entering the toilet. In the event the toilet is leaking, you may wish to shut off the water valve to minimize the impact to your water bill.
- Doors / Locks – The doors and locks may not be altered, added or changed by anyone other than a Concord Service Team Member, including bedroom doors.
- Blinds – Window blinds may not be removed and should always be kept clean. Blind rods and pull strings are fragile. Do not force blind rods to turn or pull on strings if blinds will not open or elevate easily.
- Screens – Keep screens in place and report any damage.
- Attics – You are prohibited from accessing or storing items in this area. Failure to comply may result in penalties which may include termination of your residency.

Please be aware that you are financially responsible for any damage beyond normal wear and tear.

## Alterations to the Home

You are responsible for returning the apartment home to its original condition at time of move-out.

Therefore, in order to minimize damage to the apartment home, we ask that you observe the following requests:

- Use small finishing nails for hanging items.
- Do not paint, wallpaper, or apply border unless you have received prior written approval from your Resident Services Team. You are responsible for returning the walls to their original color to avoid charges for re-painting at time of move-out.
- Do not apply adhesive decals to the bathtub; however, the use of a non-slip bath mat is recommended.
- Do not install awnings, window air conditioners, antennas, signs, window tinting, tin foil on windows, screen doors, or any other materials that alter the external appearance of the property.
- Use of curtains with white backings or white shades may be hung; however, blankets, sheets, or colored blinds should not be hung in place of drapes or blinds.
- Prior to the installation of an intruder alarm, you must obtain approval from us. After the installation provide us with the appropriate code to disarm the system. Management accepts no responsibility for any fines or charges incurred by



accidental alarm activation. When placing a request for service in your apartment home, be sure to provide the alarm code to disarm the system.

- Do not tamper with locked or secured devices, such as washer and dryer connections or cable television plugs. Failure to comply may result in penalties which may include termination of your residency.
- Exterior holiday decorations are only permitted on your apartment door. Electrical cords cannot be run through doors or windows to accommodate lighting decorations. Decorations may be displayed 30 days prior to the holiday and removed within 15 days after the holiday.

## Fire Codes and Warning Devices

It is important that all fire prevention codes are strictly adhered to and warning devices are in working order.

- No items are to be placed in breezeways, by front doors, by water heater closets, under stairs, or in furnace areas.
- Doors and windows must not be blocked by furniture, and must be kept free from obstruction to allow a clear path for egress.
- Removing or tampering with any fire protection device in the apartment home, common areas, or breezeways of any building is a violation of fire prevention codes and is a criminal offense which may result in formal legal action. This includes but is not limited to removing batteries from detectors, disabling fire alarm horns and strobes, and causing malicious fire alarms. Do not obstruct or tamper with fire sprinklers, including hanging objects from them or intentionally exposing them to heat. Residents will be subject to fines and fees which include charges incurred from emergency personnel and service technicians needed to correct the problem, and for any damages.
- Never remove or disconnect smoke, fire, or carbon monoxide detectors. Tampering with these devices is a criminal offense and may result in a fine. Any activation of these devices must be reported to your Resident Services Team immediately. Please contact your Resident Services Team if you would like us to check and make sure that all of your smoke, carbon monoxide and water heater alarms are working properly.
- If your apartment home is equipped with a fire extinguisher, it must always remain in the apartment and be fully charged. For some communities fire extinguishers are only located in common areas or breezeways. If a fire extinguisher has been used, or registers less than “full”, notify your Resident Services Team immediately.
- In accordance with local, state, and federal fire codes, gas, propane or charcoal grills, smokers, or hibachis are not permitted anywhere within the community, including inside apartment homes or on balconies or patios. For your convenience and use, community barbecue grill areas may be available within the community (please check with your Resident Services Team to see if your community provides grills). Please do not throw hot coals into the dumpsters or compactors. Grills provided by the community will be cleaned on a regular basis by the service team.
- The use of space heaters, kerosene heaters, generators, and tanning devices are not permitted.
- Fireworks may not be used anywhere within the community.



- Smoking while using oxygen is classified as a hazardous act and is therefore not permitted inside your home or within the common areas of the community.

## Move-Out Procedures

We hope that your residency with us is long and enjoyable but if moving is desired or unavoidable, the following will apply.

- All leaseholders are to provide a 60 day written notice, as indicated on your Lease Contract (verbal notices cannot be accepted). All leaseholders are required to sign the Notice to Vacate form which is available from your Resident Services Team. At that time you will also receive your move out instructions.
- If the Lease Contract is terminated prior to its expiration, the leaseholder is required to provide a written notice to vacate and pay all applicable rent and fees pursuant to the Lease Contract.
- All apartment home and mail keys, pool pass tags, fitness center keys or access cards, parking permits, and access gate cards or decals are to be returned on the day of the move-out to avoid applicable charges. A fee for changed locks will be charged if all keys are not returned.
- Provide a forwarding address to us at the time the notice to vacate is given. If you do not have the address at the time of providing the notice to vacate, provide the forwarding address to us prior to moving. This will ensure and expedite proper return of any deposit or future correspondence.
- Your apartment home is to be returned to us in the original condition in which it was received. This includes, but is not limited to cleaning the range, refrigerator and freezer, floors, tubs and shower walls, toilets, and windows.
- Two inspections will occur:
  - Pre Move Out Inspection – In order to ensure your apartment home is prepared for move out, your Resident Services Team will conduct a pre-move out inspection up to 60 days prior to move out. Please contact them if you would like to be present at the time this inspection is completed.
  - Move Out Inspection – A move out inspection of your apartment home will occur to determine if the apartment home has been returned to the original condition as stated on the Move-In Checklist. Please contact your Resident Services Team if you would like to be present during the inspection, which is completed during normal office hours after all items are removed from the apartment home, and all keys have been returned. Any items that were damaged or missing while you had possession of the apartment home will be charged. Any and all security deposits may be applied to any damages beyond normal wear and tear, in accordance with the Lease Contract and applicable laws. If the charges exceed the amount of security deposit paid, then there will be a balance due and it will need to be immediately settled to avoid derogatory reporting on the credit record of the leaseholders and guarantors.
- The security deposit or notice to impose a claim against the security deposit will be mailed to the leaseholders in accordance with your Lease Contract and applicable laws.





### Severability

No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated written statement. If any court of competent jurisdiction finds that any clause, phrase, or provision of this part is invalid for any reason whatsoever, this finding shall not affect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

CCIS





**DWELLING UNIT DESCRIPTION.** Unit No. 331, 907 Tidewater Lane  
(street address) in Longwood (city) FL (state), 32750 (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: 05/04/2021

Owner's Name: WaterVue Partners LLC

Residents (list all residents): Jay A Durrance

I/We acknowledge receipt of this Resident Handbook Addendum to the Lease Contract and agree to adhere to these policies.

## Resident or Residents

*(All residents must sign here)*

*Jay A Durrance*

## Owner or Owner's Representative

*(Signs here)*

*Matthew Sankey*

## Date of Lease Contract

05/04/2021



**Market - Animal Addendum***Becomes part of the Lease Contract***DWELLING UNIT DESCRIPTION.**

Unit No. 331, 907 Tidewater Lane (street address) in Longwood (city) FL (state), 32750 (zip code).

**LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: 05/07/2021 Owner's Name: WaterVue Partners LLC

Residents (list all residents): Jay A Durrance

**Selections Regarding Fish Tanks**

☒ You agree that you, or any of your guests, WILL NOT HAVE A FISH TANK ON THE PREMISES AT ANY TIME DURING THE ENTIRE TERM OF RESIDENCY. Having a fish tank in your apartment without written authorization will result in a fine of \$100.00, and may lead to termination of your lease.

☐ You are authorized to have a fish tank in the leased premises subject to the terms and conditions of this Lease Contract and this Addendum. You are required to maintain a liability insurance policy providing coverage of at least \$100,000 with WaterVue at Longwood Apt Homes named as additional insured. You must provide a copy of the renter's insurance policy to be retained by us.

**Selections Regarding Animals**

☒ You agree that you, or any of your guests, WILL NOT HAVE ANY ANIMAL ON THE PREMISES AT ANY TIME DURING THE ENTIRE TERM OF RESIDENCY. Having an animal in your possession or in the possession of your guests on the premises, even temporarily, may result in a fine of \$400.00 and additional charges including defleaing, deodorizing, and shampooing of the carpet. In the event you desire to obtain a pet or service animal after this addendum has been signed, you must obtain written approval from Concord Management **prior to the animal being brought on the premises**. If your guest requires the presence of a service or companion animal, you must request a reasonable accommodation which must be approved prior to allowing the animal to visit.

☐ You are authorized to have the following described animal(s), and no other animal(s), in the leased premises subject to the terms and conditions of this Lease Contract and this Addendum. A maximum of two animals per apartment home, subject to restrictions at your apartment community, are permitted by this addendum.

☐ You are authorized to have the following service or companion animal(s). Maximum weight and species restrictions referenced in this addendum are not applicable. Although you are not required to do so, we suggest that you maintain a liability insurance policy providing coverage of at least \$100,000 with WaterVue at Longwood Apt Homes named as additional insured. If you decide to obtain this insurance, provide us with a copy of the renter's insurance policy. If your disability requires that your service or companion animal be with you at all times, you must submit a reasonable accommodation for the animal to be allowed in the animal-free areas of the community and it must be approved prior to bringing your animal to these areas.

**DESCRIPTION OF ANIMAL(S):**

|                              |                             |                              |                             |
|------------------------------|-----------------------------|------------------------------|-----------------------------|
| Animal's Name                | _____                       | Animal's Name                | _____                       |
| Service Animal               |                             | Service Animal               |                             |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Type                         | _____                       | Type                         | _____                       |
| Breed                        | _____                       | Breed                        | _____                       |
| Color                        | _____                       | Color                        | _____                       |
| Weight                       | _____                       | Weight                       | _____                       |
| Age                          | _____                       | Age                          | _____                       |
| Date of Last Rabies Shot     | _____                       | Date of Last Rabies Shot     | _____                       |

You will have the animal vaccinated and licensed as required by law. Veterinary documentation verifying current rabies vaccination must be provided for all animals. The weight of a fully grown animal may not exceed \_\_\_\_\_ pounds. You hereby acknowledge that an inaccurate description of the animal(s) shall cause revocation of this consent. Neither you nor your guests or occupants may bring any other animal(s), including mammal, reptile, bird, amphibian, rodent, arachnid, or insect into the apartment home or your community.

A one-time non-refundable pet fee in the amount of \$ \_\_\_\_\_ must be paid.

Your total monthly rent (as stated in the Lease Contract) will be increased by \$ \_\_\_\_\_. The monthly rent amount in the Lease Contract ☐ includes ☐ does not include this additional animal rent.

The additional monthly rent and non-refundable pet fee under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.



## Market - Animal Addendum

Becomes part of the Lease Contract

You are required to maintain a liability insurance policy providing coverage of at least \$100,000 with WaterVue at Longwood Apt Homes named as additional insured. You must provide a copy of the renter's insurance policy to be retained by us.

Animals must be housebroken. No animal offspring are allowed. Animals may not be tied to any fixed object anywhere outside of your apartment home. You must not let an animal into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units. You hereby agree that the animal(s), whether cat or dog, shall be on a leash no longer than 6 feet in length and under your supervision while outside your apartment home. Animals must be held or be in a sitting position when on an elevator. You are responsible to remove all pet waste immediately and disposed of it properly, and understand that failure to remove pet waste will be subject to a fine for each incident. If your community designates animal walking zones or areas, the animal may only urinate and defecate in these areas.

With advance notice, resident is responsible for either removing or properly securing the animal in an area that will allow full access to the apartment home for inspection or maintenance purposes.

You hereby agree to assume responsibility for, and shall promptly pay for, any damage caused by the animal(s) to the apartment home, its appurtenances or to any other property of WaterVue at Longwood Apt Homes. Your responsibility and liability is to include the repair or restoration of each damaged item to its former condition or its full replacement cost when deemed necessary at the sole judgment of Concord Management and WaterVue at Longwood Apt Homes.

In the event that the animal(s) should engage in conduct that disturbs neighbors, constitutes a direct threat to others (such as acting aggressively, biting, being unsupervised, or causing any kind of nuisance that adversely effects the quiet enjoyment of the premises by other residents), Manager reserves the right to terminate the rental agreement and/or revoke this consent, in accordance with applicable law. You further agree to promptly remove the animal(s) from the apartment home if Concord Management revokes this consent. As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

In some circumstances, we may enter the apartment home and remove the animal with notice left in a conspicuous place. We can do this if, in our sole judgment, you have abandoned the animal, left the animal in the dwelling unit for an extended period of time without food or water, failed to care for a sick animal, or violated our animal rules. In doing this, we must follow the procedures of the Lease Contract.

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

You, your guest, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this animal addendum, even if the resident does not own the animal.

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

**Resident or Residents**  
(All residents must sign here)

**Owner or Owner's Representative**  
(Signs here)

Jay A Durran

Matthew Sankey

**Date of Lease Contract**

05/04/2021

# Acknowledgment of Rent Due Date



## DWELLING UNIT DESCRIPTION.

Unit No. 331 907 Tidewater Lane street address)

in Longwood (city) FL (state), 32750 (zip code).

## LEASE CONTRACT DESCRIPTION.

Lease Contract date: 05/04/2021

Owner's Name: WaterVue Partners LLC

Residents (list all residents): Jay A Durrance

Under the terms of your lease contract, you must pay your rent on or before the 1<sup>st</sup> day of each month (due date). As a courtesy to our residents, an additional grace period is provided until a late fee is applied to your account. We want to bring to your attention that the grace period has been modified in conjunction with your execution of this lease contract. Effective with this lease contract, the initial late fee will be applied to your account if your rent is not paid in full by the third of each month.

By signing below, Resident(s) acknowledge receipt of this notification.

**Resident or Residents**  
(All Residents must sign here)

*Jay A Durrance*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



ConcordRENTS

# Acknowledgment of Audio and Video Surveillance in Common Areas

*Becomes part of the Lease Contract*

**DWELLING UNIT DESCRIPTION.** Unit No. 331, 907 Tidewater Lane  
(street address) in Longwood (city) FL  
(state), 32750 (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: 05/04/2021  
Owner's Name: WaterVue Partners LLC  
Residents (list all residents): Jay A Durrance

Resident understands that Owner may utilize both video and audio surveillance systems that could capture video and audio in common areas. Common areas include leasing office, clubhouse, fitness centers, recreational areas, hallways, stairways, elevators, parking areas and structures, and other areas that may be accessed by members of the general public. Resident acknowledges that there is no reasonable expectation of personal privacy in the common areas of the community and they may be recorded during the time they are in these areas and consent to such recordings. These recordings may be used to enforce community rules and policies, and may be provided to law enforcement upon their request. In addition, Resident acknowledges that it is their responsibility to inform their household members and guests of these recordings if they should utilize these areas.

By signing below, each Resident acknowledges receipt of this notification.

**Resident or Residents**  
(All residents must sign here)

**Owner or Owner's Representative**  
(Signs here)

Jay A Durrance

Matthew Sankey

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Lease Contract**

05/04/2021



## Addendum for Issuance of Keys

*Becomes part of the Lease Contract*

**DWELLING UNIT DESCRIPTION.** Unit No. 331, 907 Tidewater Lane  
 \_\_\_\_\_ (street address) in Longwood (city)  
FL (state), 32750 (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: 05/04/2021  
 Owner's Name: WaterVue Partners LLC  
 Residents (list all residents): Jay A Durrance

The purpose of this section of the addendum is to indicate **key(s) issued to leaseholder(s) at move-in** in reference to paragraph 5 of the Lease Contract:

2 Apartment key(s)  
2 Mailbox key(s)  
1 Other access device(s)  
     - Key Card/Fob Number: 33244  
     - Key Card/Fob Number: \_\_\_\_\_  
     - Key Card/Fob Number: \_\_\_\_\_  
     - Key Card/Fob Number: \_\_\_\_\_  
     - Key Card/ Fob Number: \_\_\_\_\_  
     - Key Card/ Fob Number: \_\_\_\_\_

An additional key deposit of \$ \_\_\_\_\_ was paid for access device(s) indicated above. This additional deposit is considered part of the general security deposit and will be retained until the premises are vacated by Resident(s).

The purpose of this section of the addendum is to indicate **additional key(s) issued to non-leaseholder(s) at move-in** in reference to paragraph 5 of the Lease Contract:

\_\_\_\_\_ Apartment key(s)  
 \_\_\_\_\_ Mailbox key(s)  
 \_\_\_\_\_ Other access device(s) identified as:  
     - Key Card/ Fob Number: \_\_\_\_\_  
     - Key Card/ Fob Number: \_\_\_\_\_  
     - Key Card/ Fob Number: \_\_\_\_\_  
     - Key Card/ Fob Number: \_\_\_\_\_  
     - Key Card/ Fob Number: \_\_\_\_\_  
     - Key Card/ Fob Number: \_\_\_\_\_

An additional key deposit of \$ \_\_\_\_\_ was paid for access device(s) indicated above. This additional deposit is considered part of the general security deposit and will be retained until the premises are vacated by Resident(s).

The leaseholder(s) listed on the lease and requesting key(s) and access device(s) for any minor(s) in their household acknowledge(s) the key(s) and access device(s) are being issued to them and acknowledges and accepts any risk and/or responsibility associated with minor(s) in their household having access to, from and across the property. The leaseholder(s) further acknowledge and disclaim Owner and/or its agents from any liability associated with access being requested by and provided to any household member.

By signing below, Resident(s) and Manager agree to the terms and conditions of this addendum.

**Resident or Residents**  
*(All Residents must sign here)*

**Owner or Owner's Representative**  
*(Signs here)*

Jay A Durrance

Matthew Sankey

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Lease Contract Date**

05/04/2021



# E-SIGNATURE CERTIFICATE

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



## DOCUMENT INFORMATION

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Status         | Signed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Document ID    | 263657965                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Submitted      | 05/07/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Total Pages    | 49                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Forms Included | Apartment Lease Form, Additional Special Provisions, Additional Special Provisions (Continued), Choice of Damages, Early Termination Addendum, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Addendum for Rent Concession, Renter's or Liability Insurance Addendum, Short-Term Subletting or Rental Prohibited, Balcony and Patio Addendum, Drug Crime Free Addendum (FL,GA,OH), Reserved Parking, Garage, and Storage Addendum, Resident Handbook AHP, The Market-Fish Tank Addendum, Acknowledgment of Rent Due Date, Acknowledgment - Audio and Video Surveillance, Addendum for Issuance of Keys |

## PARTIES

### Jay A Durrance

signer key: 4cd86e8776a17e114897e74e5a68cb0f

IP address: 72.239.76.194

signing method: Blue Moon eSignature Services

authentication method: eSignature by email adurrance54@gmail.com

browser: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/90.0.4430.93 Safari/537.36

*Jay A Durrance*

### Matthew Sankey

signer key: 12d9ec59c14f99163e927eb3aa729495

IP address: 10.100.10.92

signing method: Blue Moon eSignature Services

authentication method: eSignature by email Leasing@watervueatlongwood.com

browser: PHP 7.3.27/SOAP

*Matthew Sankey*

(CAT)

## DOCUMENT AUDIT

|    |                          |                                                                             |
|----|--------------------------|-----------------------------------------------------------------------------|
| 1  | 05/04/21 04:10:34 PM CDT | Jay A Durrance accepted Consumer Disclosure                                 |
| 2  | 05/05/21 04:39:34 PM CDT | Jay A Durrance initialed Apartment Lease Form                               |
| 3  | 05/05/21 04:40:35 PM CDT | Jay A Durrance signed Apartment Lease Form                                  |
| 4  | 05/05/21 04:40:37 PM CDT | Jay A Durrance dated Apartment Lease Form                                   |
| 5  | 05/05/21 04:40:57 PM CDT | Jay A Durrance signed Additional Special Provisions                         |
| 6  | 05/05/21 04:40:59 PM CDT | Jay A Durrance dated Additional Special Provisions                          |
| 7  | 05/05/21 04:41:20 PM CDT | Jay A Durrance signed Additional Special Provisions (Continued)             |
| 8  | 05/05/21 04:41:22 PM CDT | Jay A Durrance dated Additional Special Provisions (Continued)              |
| 9  | 05/05/21 04:41:55 PM CDT | Jay A Durrance checked box on Choice of Damages, Early Termination Addendum |
| 10 | 05/05/21 04:41:57 PM CDT | Jay A Durrance initialed Choice of Damages, Early Termination Addendum      |
| 11 | 05/05/21 04:42:02 PM CDT | Jay A Durrance signed Choice of Damages, Early Termination Addendum         |
| 12 | 05/05/21 04:42:07 PM CDT | Jay A Durrance dated Choice of Damages, Early Termination Addendum          |
| 13 | 05/05/21 04:42:30 PM CDT | Jay A Durrance signed All-In-One Utility Addendum                           |

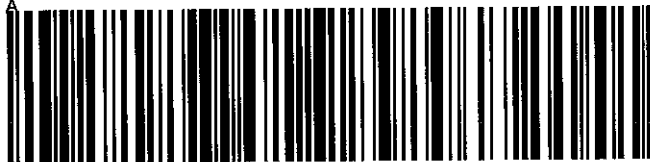
## DOCUMENT AUDIT CONTINUED

|    |                          |                                                                      |
|----|--------------------------|----------------------------------------------------------------------|
| 14 | 05/05/21 04:42:32 PM CDT | Jay A Durrance dated All-In-One Utility Addendum                     |
| 15 | 05/05/21 04:43:30 PM CDT | Jay A Durrance signed Bed Bug Addendum                               |
| 16 | 05/05/21 04:43:44 PM CDT | Jay A Durrance signed Mold Information and Prevention Addendum       |
| 17 | 05/05/21 04:43:55 PM CDT | Jay A Durrance signed Addendum for Rent Concession                   |
| 18 | 05/05/21 04:44:31 PM CDT | Jay A Durrance signed Renter's or Liability Insurance Addendum       |
| 19 | 05/05/21 04:44:45 PM CDT | Jay A Durrance signed Short-Term Subletting or Rental Prohibited     |
| 20 | 05/05/21 04:44:58 PM CDT | Jay A Durrance signed Balcony and Patio Addendum                     |
| 21 | 05/05/21 04:45:11 PM CDT | Jay A Durrance signed Drug Crime Free Addendum (FL,GA,OH)            |
| 22 | 05/05/21 04:45:23 PM CDT | Jay A Durrance signed Reserved Parking, Garage, and Storage Addendum |
| 23 | 05/05/21 04:46:20 PM CDT | Jay A Durrance signed Resident Handbook AHP                          |
| 24 | 05/05/21 04:47:20 PM CDT | Jay A Durrance signed The Market-Fish Tank Addendum                  |
| 25 | 05/05/21 04:48:11 PM CDT | Jay A Durrance signed Acknowledgment of Rent Due Date                |
| 26 | 05/05/21 04:48:40 PM CDT | Jay A Durrance signed Acknowledgment - Audio and Video Surveillance  |
| 27 | 05/05/21 04:49:11 PM CDT | Jay A Durrance signed Addendum for Issuance of Keys                  |
| 28 | 05/05/21 04:49:23 PM CDT | Jay A Durrance submitted signed documents                            |
| 29 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Apartment Lease Form                           |
| 30 | 05/07/21 11:10:33 AM CDT | Matthew Sankey dated Apartment Lease Form                            |
| 31 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Additional Special Provisions                  |
| 32 | 05/07/21 11:10:33 AM CDT | Matthew Sankey dated Additional Special Provisions                   |
| 33 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Additional Special Provisions (Continued)      |
| 34 | 05/07/21 11:10:33 AM CDT | Matthew Sankey dated Additional Special Provisions (Continued)       |
| 35 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Choice of Damages, Early Termination Addendum  |
| 36 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed All-In-One Utility Addendum                    |
| 37 | 05/07/21 11:10:33 AM CDT | Matthew Sankey dated All-In-One Utility Addendum                     |
| 38 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Bed Bug Addendum                               |
| 39 | 05/07/21 11:10:33 AM CDT | Matthew Sankey dated Bed Bug Addendum                                |
| 40 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Mold Information and Prevention Addendum       |
| 41 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Addendum for Rent Concession                   |
| 42 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Renter's or Liability Insurance Addendum       |
| 43 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Short-Term Subletting or Rental Prohibited     |
| 44 | 05/07/21 11:10:33 AM CDT | Matthew Sankey dated Short-Term Subletting or Rental Prohibited      |
| 45 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Balcony and Patio Addendum                     |
| 46 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Drug Crime Free Addendum (FL,GA,OH)            |
| 47 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Reserved Parking, Garage, and Storage Addendum |
| 48 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Resident Handbook AHP                          |
| 49 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed The Market-Fish Tank Addendum                  |
| 50 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Acknowledgment of Rent Due Date                |
| 51 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Acknowledgment - Audio and Video Surveillance  |
| 52 | 05/07/21 11:10:33 AM CDT | Matthew Sankey signed Addendum for Issuance of Keys                  |
| 53 | 05/07/21 11:10:33 AM CDT | Matthew Sankey submitted signed documents                            |

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USPS CERTIFIED MAIL

Concord Management Ltd  
2605 Maitland Center Parkway, Suite A  
Maitland FL 32751



9214 8901 9403 8364 6852 59

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Jay Durrance



CCIS

# EXHIBIT B



Date: 01/26/2022

## WaterVue at Longwood Deposit Disposition

*This is a notice of our intention to impose a claim upon your security deposit for damages and for unpaid Rent as outlined in the following statement. It is sent to you as required by Section 83.49 (3) Florida Statutes. You are hereby notified that you must object in writing to these deductions from your Security Deposit within (15) days from the time you receive this notice or we will be authorized to deduct our claim from your security deposit. A review of our records and an inspection of the above named apartment recently vacated by you disclosed the following:*

|          |                                           |           |                                        |             |                                         |              |                                         |
|----------|-------------------------------------------|-----------|----------------------------------------|-------------|-----------------------------------------|--------------|-----------------------------------------|
| Code:    | <input type="text" value="t0697610"/>     | Property: | <input type="text" value="2376"/>      | Lease From: | <input type="text" value="05/07/2021"/> | Lates:       | <input type="text"/>                    |
| Name:    | <input type="text" value="Jay Durrance"/> | Unit:     | <input type="text" value="331"/>       | Lease To:   | <input type="text" value="05/01/2022"/> | NSF's:       | <input type="text"/>                    |
| Address: | <input type="text"/>                      | Status:   | <input type="text" value="Past"/>      | Move In:    | <input type="text" value="05/07/2021"/> | Notice:      | <input type="text" value="12/29/2021"/> |
| City:    | <input type="text"/>                      | Rent:     | <input type="text" value="1,219.00"/>  | Move Out:   | <input type="text" value="01/05/2022"/> | Disposition: | <input type="text" value="01/18/2022"/> |
|          |                                           | Phone:    | <input type="text" value="(O)- (H)-"/> |             | <b>IMPROPER NOTICE</b>                  |              |                                         |

| Date       | Description                                                           | Charge   | Payments | Balance |
|------------|-----------------------------------------------------------------------|----------|----------|---------|
|            | Balance as of 01/01/2022                                              |          |          | 0.00    |
| 01/01/2022 | Rent (01/2022)                                                        | 1219.00  | 0.00     | 1219.00 |
| 01/01/2022 | Washer Dryer (01/2022)                                                | 1.00     | 0.00     | 1220.00 |
| 01/01/2022 | Washer Dryer Concession (01/2022)                                     | -1.00    | 0.00     | 1219.00 |
| 01/01/2022 | Value Optional Pkg Basic 2 (01/2022)                                  | 109.00   | 0.00     | 1328.00 |
| 01/01/2022 | Valet Trash (01/2022)                                                 | 25.00    | 0.00     | 1353.00 |
| 01/04/2022 | Late Fee                                                              | 95.00    | 0.00     | 1448.00 |
| 01/05/2022 | Deposit credit                                                        | -700.00  | 0.00     | 748.00  |
| 01/05/2022 | Key Deposit credit                                                    | -25.00   | 0.00     | 723.00  |
| 01/05/2022 | Rent (01/2022) Credit 26 days                                         | -1022.39 | 0.00     | -299.39 |
| 01/05/2022 | Value Optional Pkg Basic 2 (01/2022) Credit 26 days                   | -91.42   | 0.00     | -390.81 |
| 01/05/2022 | Valet Trash (01/2022) Credit 26 days                                  | -20.97   | 0.00     | -411.78 |
| 01/05/2022 | Washer Dryer (01/2022) Credit 26 days                                 | -0.84    | 0.00     | -412.62 |
| 01/05/2022 | Washer Dryer Concession (01/2022) Credit 26 days                      | 0.84     | 0.00     | -411.78 |
| 01/05/2022 | Keys - Replacement - Parking Sticker (1)                              | 50.00    | 0.00     | -361.78 |
| 01/05/2022 | Liquidated Dmg Choice B - 5 Days (1/6/22-1/10/22) - Current 1/11/2022 | 218.23   | 0.00     | -143.55 |
| 01/05/2022 | Cleaning Fee - Removal - Bag (2)                                      | 30.00    | 0.00     | -113.55 |
| 01/05/2022 | Cleaning Fee - Removal - Box (3)                                      | 60.00    | 0.00     | -53.55  |
| 01/05/2022 | Cleaning Fee - Carpet                                                 | 60.00    | 0.00     | 6.45    |
| 01/05/2022 | Cleaning Fee - Standard                                               | 100.00   | 0.00     | 106.45  |
| 01/05/2022 | Hold Over Fee - 5 Days (1/1/22-1/5/22)                                | 218.23   | 0.00     | 324.68  |
| 01/05/2022 | Concession Charge Back - (05/2021)                                    | 611.10   | 0.00     | 935.78  |

**Amount due to Concord: 935.78**

DISPOSITION

2376

T0697610

Breach of Lease

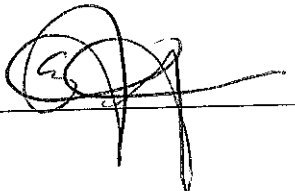
**Your objections to this notice must be mailed within 15 days after receipt of same, otherwise, you will forfeit the amount claimed for damages.**

Lease Signer(s): Jay Durrance

Please send all notices to:  
Collection Department  
PO Box 940729  
Maitland, FL 32794  
Ph: 866-659-0110

Data Sent \_\_\_\_\_

Certified Mail # \_\_\_\_\_

Approved by:  \_\_\_\_\_

Lessor: \_\_\_\_\_

In the event you moved out prior to your Lease Term and did not give Manager the required written notice to vacate per your signed Lease Agreement, the "Choice Of Damages" paragraph applies. If you selected Choice B: Lost Future Rental - Damages under Section 83.595, Florida Statutes, on your Lease Agreement/Addendum (or if you did not select either Choice A or B, Choice B automatically applies), you may be subject to additional Liquidated Damages - Future Lost Rent. Should this apply, you will receive an adjustment to your balance due to Concord Management, Ltd. The adjustment/invoice will be mailed to your last known address, when the apartment is re-occupied or your lease term ends, whichever occurs first.

**Contact Collections within 30 days of move out to close your account at a discounted rate.**

CCIS



## EXHIBIT C

PO Box 940729  
Maitland, Florida 32794

February 25, 2022

JAY DURRANCE



CREDITOR: WATERVUE AT LONGWOOD  
T-CODE#: T0697610

**BALANCE DUE: \$935.78**

Our office is in receipt of your letter regarding your assertion that your previous Bankruptcy Discharge can extend to cover the current balance due from your move out from Watervue at Longwood.

Your official move in date and start of your lease contract was May 7, 2021. Per Bankruptcy documents it shows that you filed for Chapter 7 on May 28, 2021. At this current date you had no outstanding balance to Watervue at Longwood.

A further look at your ledger shows that your account was fully up to date up until the month of your move out which was January 2022. The copy of your Chapter 7 Discharge shows that it was finalized as of August 31, 2021.

We were able to pull the list of creditors that you noted on the bankruptcy. Watervue at Longwood nor Concord Management, LTD is a part of your listing of creditors. Your current balance is what is considered a Post-filing debt: bills that occur after submitting your initial bankruptcy paperwork. Any debt that you incur after filing your petition will not be covered by the discharge and you will be responsible for.

Our office can assist you in repayment of the current balance. Please give us a call at 1-866-659-0113 to discuss possible payment options. If you feel that you are not responsible and that this debt should be covered by your Bankruptcy then please have your attorney contact us in writing, on their company letterhead, listing the appropriate Bankruptcy law(s).

Sincerely,

Derek Griffin  
Collections Supervisor





Post Office Box 940729  
Maitland, Florida 32794

April 14, 2022

DURRANCE, JAY  
[REDACTED]

PROPERTY .....: WATERVUE AT LONGWOOD  
FILE # .....: 185880  
ACCOUNT # .....: [REDACTED] 6331

**BALANCE .....: \$935.78**

Dear DURRANCE, JAY

In spite of numerous requests for payment, your account remains seriously delinquent. Your debt will soon be **REPORTED** to the **CREDIT BUREAUS**.

Over the next ten (10) days a decision will be made as to which of the various collection alternatives should be initiated to recover this debt. As perhaps you are not aware, legal action is one of these alternatives. In order to avoid this type of action, and to have the opportunity to prevent this debt from being reported, please call our office immediately to make payment arrangements. Be advised that Concord Management, Ltd. is the owner/manager of the listed community and is therefore the original creditor. Concord Management, Ltd. is **NOT** a third party agency.

Please take notice that unless we receive the full balance within ten (10) days of the date of this letter, or unless we can agree to an alternative payment proposal;

**ACTION MAY BE BROUGHT AGAINST YOU WITHOUT FURTHER NOTICE.**

Sincerely,

Derek Griffin  
Supervisor  
1-866-659-0113

*This is an attempt to collect a debt. Any information obtained will be used for that purpose.*



Post Office Box 940729  
Maitland, Florida 32794

July 18, 2022

DURRANCE, JAY  
[REDACTED]

CREDITOR .....: WATERVUE AT LONGWOOD  
FILE # .....: 185880  
ACCOUNT # .....: [REDACTED] 6331

**BALANCE .....: \$935.78**

Dear DURRANCE, JAY

In spite of numerous requests for payment, your account remains seriously delinquent. Your debt has now been **REPORTED** to the **CREDIT BUREAUS**.

A decision has been made to turn your account over to a **THIRD PARTY COLLECTION AGENCY**. Once this happens, you will need to contact the collection agency to resolve this matter. We had hoped to resolve this matter with you. However, your failure to respond has left us with no other options.

Unless we hear from you immediately, your account will be transferred to the third party collection agency. Be advised that Concord Management, Ltd. is the owner/manager of the listed community and is therefore the original creditor. Concord Management, Ltd. is **NOT** a third party collections agency.

Sincerely,

Derek Griffin  
Supervisor  
1-866-659-0113

*This is an attempt to collect a debt. Any information obtained will be used for that purpose.*



Post Office Box 940729  
Maitland, Florida 32794

August 10, 2022

DURRANCE, JAY  
[REDACTED]

CREDITOR .....: WATERVUE AT LONGWOOD  
FILE # .....: 185880  
ACCOUNT # .....: [REDACTED] 6331

BALANCE .....: \$935.78

--- FINAL NOTICE ---

Dear DURRANCE, JAY

We have attempted numerous times to contact you concerning your account. Your debt has now been **REPORTED** to the **CREDIT BUREAUS**. Because we still have not heard anything from you, your file is unfortunately being turned over to a **THIRD PARTY COLLECTION AGENCY**. Unless we hear from you immediately, we will no longer be able to assist you in resolving this debt. Be advised that Concord Management, Ltd. is the owner/manager of the listed community and is therefore the original creditor. Concord Management, Ltd. is **NOT** and third party collections agency.

Sincerely,

Derek Griffin  
Supervisor  
1-866-659-0113

*This is an attempt to collect a debt. Any information obtained will be used for that purpose.*



Post Office Box 940729  
Maitland, Florida 32794

August 25, 2022

DURRANCE, JAY  
[REDACTED]

PROPERTY .....: WATERVUE AT LONGWOOD  
FILE # .....: 185880  
ACCOUNT # .....: [REDACTED] 6331  
WITHOUT PREJUDICE

ORIGINAL BALANCE .....: \$935.78  
SETTLEMENT AMOUNT ...: \$600.00

Dear DURRANCE, JAY,

The balance of your account is as listed above. We are willing to settle this debt for **\$600.00** on the condition a payment in full is received in our office **on or before September 24, 2022**.

If a payment is not received by the stated date this settlement offer is null and void and your amount owed will return to \$935.78. Please contact our office immediately so we may discuss payment arrangements.

Sincerely,

Derek Griffin  
Supervisor  
1-866-659-0113

*This is an attempt to collect a debt. Any information obtained will be used for that purpose.*





Post Office Box 940729  
Maitland, Florida 32794

Phone: 1-866-659-0110

September 27, 2022

DURRANCE, JAY  
[REDACTED]

CREDITOR .....: WATERVUE AT LONGWOOD  
ACCOUNT# .....: 185880  
CLIENT ACCOUNT# ..: [REDACTED] 6331

BALANCE .....: \$935.78

**--- FINAL NOTICE ---**

Dear DURRANCE, JAY

**THIS ACCOUNT WILL BE TURNED OVER TO A THIRD PARTY COLLECTION AGENCY!**

If PAYMENT IN FULL OR A PAYMENT ARRANGEMENT is not made with our office within fifteen (15) days from the date of this letter, you will leave us no alternative but to recommend your account be referred to a collection agency or to an attorney for legal action which might include collection costs, attorney fees, court costs and interest. It is imperative that you remit payment in the amount of \$935.78 immediately or contact us at 1-866-659-0113 to make payment arrangements.

Sincerely,

Derek Griffin  
Supervisor  
1-866-659-0113

*This is an attempt to collect a debt. Any information obtained will be used for that purpose.*