

HOME Investment Partnerships Program

Community Development Block Grant

Rental Assistance Contract

This Tenant Based Rental Assistance contract (the “**Contract**”) is entered into between the **City of North Miami** (“Program Administrator”), **Aliro Reserve LLC f/k/a BRE Portofino MF Property Owner LLC** (“Owner”), and **Fidel Diaz, Jeanfranco Pino & Adriana Salcedo** (“Tenants”) as of the “**Contract Start Date**” as such terms are identified in **Exhibit A, Project Specific Information**, attached to and incorporated within this Contract.

SECTION 1 – OVERVIEW

This Contract outlines the roles, responsibilities, and obligations of the Program Administrator, Owner, and Tenant under an emergency Tenant Based Rental Assistance (“**ETBRA**”) Program (the “**Program**”), as described herein, funded by the City of North Miami (the “**PJ**”), which is a participating jurisdiction under the HOME Investment Partnerships Program (“**HOME**”) administered by the United States Department of Housing and Urban Development (“**HUD**”) pursuant to 24 CFR part 92.

The purpose of the Program is to provide emergency housing assistance to assist the Tenant who has experienced financial hardship as a result of the COVID-19 pandemic pursuant to various flexibilities provided for in a HUD memorandum entitled “Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic,” issued on April 10, 2020, as amended (the “**April 2020 TBRA Memo**”) and extended through September 30, 2021 (the “extended waiver period”) on December 4, 2020.

In accordance with the terms of this Contract and Program requirements, the Program Administrator has reviewed the lease agreement for the housing unit identified in Exhibit A (the “**Unit**”) and will make a Rental Assistance Payment for three (3) months not to exceed Four Thousand Dollars (\$4,000.00) to the Owner for the Unit. Under the Program, the Tenant will reside in the Unit according to the terms and conditions of the lease, included as **Exhibit B** (the “**Lease**”) and this Contract. The Owner has leased the unit to the Tenant and will continue to lease the Unit to the Tenant for occupancy with assistance under the Program, according to the terms and conditions of the Lease and this Contract.

SECTION 2 – TERM OF THIS CONTRACT

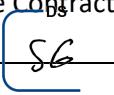
The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “**Contract End Date**” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result of default by the Owner or Tenant. The term of this Contract may not extend beyond September 30, 2021, unless HUD extends the waiver authority provided by the April 10, 2020 Memorandum extended by the December 4, 2020 Memorandum (the “extended waiver period”), in which case the Parties may agree to extend the Term of this Contract to no later than such new time as HUD’s waiver of the TBRA requirements in 24 CFR 92.209 expires.

SECTION 3 – HOME ASSISTANCE TO BE PROVIDED

The right of either the Owner or Tenant to receive TBRA Program assistance under this Contract is, at all times, subject to each party’s compliance with this Contract’s terms and requirements.

Rental Assistance Payment

The rent due each month to the Owner under the Lease is identified in Exhibit A (the “**Contract Rent**”). The Owner shall not increase the Contract Rent during the term of this Contract.

Owner/Representative Initials: 

The Program Administrator will provide a one time “**Rental Assistance Payment**” in the amount identified in Exhibit A to the Owner on behalf of the Tenant. The Rental Assistance Payment will be credited against the Contract Rent otherwise due under the Lease.

The Tenant is responsible to the Owner for the “**Tenant Contribution**” identified in Exhibit A and any additional amounts due under the Lease not covered by the Rental Assistance Payment. Neither the Program Administrator nor the PJ assumes any obligation for the Tenant Contribution due monthly to the Owner, or the payment of any claim by the Owner against the Tenant. The Program Administrator's Rental Assistance Payment obligation is limited to making payment in the amount identified in Exhibit A on behalf of the Tenant to the Owner in accordance with this Contract.

SECTION 4 – OWNER REQUIREMENTS

4.1 Owner Certification

During the term of this Contract, the Owner certifies that:

- a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
- b) The Owner will comply in all material respects with this Contract; and
- c) The Unit is leased to and, to the best of the Owner's knowledge, is occupied by the Tenant; and,
- d) Owner has taken no action and will not take any action to terminate the Lease and cause the Tenant to vacate the Unit without providing written notice of such action to the Tenant and the Program Administrator; and
- e) Other than the Tenant's Contribution, the Owner has not received and will not receive any payments or other consideration (from the Tenant, HUD, or any other public or private source) for rental of the Unit during the Term of this Contract except as identified in Exhibit A; and
- f) To the best of the Owner's knowledge, the Unit is used solely as the Tenant's principal place of residence; and
- g) The Tenant does not own or have any interest in the Unit; and
- h) The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family of the Tenant, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

4.2 Rental Assistance Payments and Overpayment

The right of the Owner to receive payments under this Contract shall be subject to compliance with this Contract's provisions. The Owner agrees that, absent written notice to the Program Administrator and return of the Rental Assistance Payment, acceptance of the Rental Assistance Payment shall be conclusive evidence that the Owner received the full amount due.

Throughout the term of this Contract, Owner agrees to waive any late fees associated with the Rental Assistance Payment, provided that such payment is issued by the Program Administrator by the agreed upon date.

DS
SG

Owner/Representative Initials:

If the Program Administrator determines that the Owner was not entitled to any payments received, in addition to other remedies, the Program Administrator may require Owner to refund any overpayment to the Program Administrator.

4.3 Property Standards

Owner must maintain the Unit, and any common areas of the property accessible to the Tenant under the Lease, in decent, safe and sanitary condition and comply with all applicable state or local codes and requirements for rental properties.

Upon notice by the Program Administrator following any inspection (whether conducted in-person or virtually in accordance with the Program guidelines), Owner will promptly correct any violations of Program requirements and this Contract. If the Owner fails to correct such violations, the Program Administrator may terminate this Contract and the Rental Assistance Payment even if the Tenant continues occupancy under the Lease.

SG

Owner/Representative Initials:

4.4 Lead Based Paint

In accordance with 24 CFR 92.355, Owner will incorporate ongoing lead-based paint maintenance activities into regular building operations and will maintain all painted surfaces in the Unit and common areas accessible by the Tenant, conduct visual assessment of painted surfaces at least annually, and stabilize deteriorated paint following safe work practices.

4.5 Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a) The Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract. Eligibility for HUD's programs, including this Program, must be made without regard to actual or perceived sexual orientation, gender identity, or marital status; and
- b) The Owner must cooperate with the Program Administrator and HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with this Contract; and
- c) The Owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and HOME Program regulations.

4.6 Inspections, Records, and Cooperation

The Owner agrees to provide any information pertinent to this Contract which the Program Administrator, PJ, or HUD may reasonably require. Further, upon reasonable notice to the Owner, Owner agrees to provide access to the Program Administrator, PJ, HUD, or their representatives to the Unit, the property on which the Unit is located, and the Owner's records (wherever located) relevant to this Contract and compliance with Program requirements. The Owner further agrees to provide access to such records to the Comptroller General of the United States (commonly known as the Government Accountability Office or "GAO"). The Owner must grant access to relevant computerized or other electronic records and to any computers, equipment, or facilities containing such records, and must provide any information or assistance needed to access the records. Such rights to inspect and review will not expire until five (5) years after the date of expiration or termination of this Contract.

SECTION 5 – TENANT REQUIREMENTS

5.1 Tenant Certification and Representations

During the term of this Contract, Tenant hereby certifies that:

- a) Tenant has truthfully and fully disclosed all information required by the Program Administrator in Tenant's application for assistance, including but not limited to disclosure of all household income; and
- b) The Unit is the Tenant's primary place of residence; and
- c) Other than the Rental Assistance Payment, the Tenant has not received and will not receive any payments or other consideration (from a federal agency or any other public or private source) for rental of the Unit during the Term of this Contract other than those disclosed to the Program Administrator in the application for assistance or as otherwise required herein; and
- d) Tenant has not and will not sublet the Unit, allowed undisclosed persons to occupy the Unit as part of the Tenant's household; and
- e) The Tenant does not own or have any interest in the Unit; and,
- f) The Tenant (including a principal or interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the Owner's family, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving assistance to the Tenant, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities; and
- g) As of the date of this Contract, the Tenant's household occupying the unit includes the following members:

Name (First, M., Last)	Party to Lease	Minor/Under 18
Fidel Diaz	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeanfranco Pino	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adriana Salcedo	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5.2 Tenant Obligations

During the term of this Contract, Tenant will:

- a) Promptly pay, when due, any portion of the Contract Rent (or other fees due to the Owner under the Lease) not paid by the Rental Assistance Payment; and
- b) Comply with the Lease in all material respects; and

- c) Promptly notify the Program Administrator of (i) any intention to terminate the Lease and/or vacate the Unit or (ii) the presence of any physical deficiencies in the Unit that present an immediate danger to health and safety (e.g. electrical shorts, gas leaks, etc.) that have not been addressed by the Owner; and
- d) Pursuant to the Lease and the Contract, provide access to the Unit to the Program Administrator, PJ, HUD, or their authorized representatives for the purpose of conducting inspections; and
- e) Provide such information or documentation required by the Program Administrator, PJ, or HUD to determine compliance with this Contract, Program requirements, or other applicable federal laws and regulations; and
- f) Provide prompt notice to the Program Administrator of the anticipated receipt of other rental assistance from any other source whether public or private, including but not limited to the Section 8 Housing Choice Voucher Program.

SECTION 6 – PROGRAM ADMINISTRATOR ROLE

The Program Administrator will (i) determine Tenant and Owner's eligibility for participation in the Program, (ii) monitor Tenant and Owner's compliance with the terms of this Contract, the Program, and HOME regulations, and (iii) provide HOME Assistance to or on behalf of the Tenant as described herein.

The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of either the Owner or Tenant's action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by either the Owner or Tenant.

The Owner is not the agent of the Program Administrator and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Owner, or any suppliers, vendors, employees, contractors, or subcontractors used by the Owner in connection with this Contract.

The Program Administrator does not guarantee and is in no way responsible to the Owner for Tenant's performance under the Lease or for any damages of any sort caused by the Tenant's action or failure to act under the Lease.

Nothing in this Contract shall be construed as creating any right of:

- a) The Tenant to enforce this Contract against the Owner; or
- b) The Owner to enforce this Contract against the Tenant; or
- c) For either the Owner or Tenant to make any claim against HUD or PJ; or
- d) For either Owner or Tenant to make any claim against the Program Administrator other than for the payment of the Rental Assistance Payment due under this Contract.

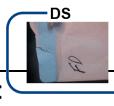
Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, or the Program Administrator under this Contract.

SECTION 7 – MODIFICATIONS TO LEASE

Notwithstanding any other provisions in the Lease, during the term of this Contract Owner and Tenant mutually agree that:

- a) Termination of Tenancy. Any termination of the lease must also comply with all applicable state or local laws, ordinances, regulations, or similar requirements, including as may be applicable emergency orders restricting evictions during declared emergencies or disasters; and

Owner/Representative Initials: 

Tenant Initials:  

SECTION 8 – DEFAULT AND ENFORCEMENT

8.1 Default

Any of the following will be deemed a default under this Contract:

- a) Any violation of this Contract by the Tenant or Owner; or
- b) A determination by the Program Administrator that the Tenant or Owner has committed fraud or made a false or materially incomplete statement in connection with the Program or this Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program; or
- c) Any fraud, bribery, or any other corrupt or criminal act by a party to this Contract in connection with any Federal Housing assistance program; or
- d) Any determination, in the sole and exclusive judgement of the Program Administrator, that either Tenant or Owner has materially violated the terms of the Lease.

8.2 Enforcement

In the event of a default, the Program Administrator will notify the defaulting party in writing, specifying the nature of the default, required corrective actions, and the deadline for correction. In the event the defaulting party does not cure the default within the time period provided, as may be appropriate based on the defaulting party and nature of the default, Program Administrator may:

- a) Terminate the Owner's or Tenant's participation in the Program and cancel future payments to or on behalf of the Tenant; or
- b) Require the return of payments related to the default made under this Contract; or
- c) Apply to any appropriate court, state or federal, for specific performance, in whole or in part, of the provisions and requirements contained herein or for an injunction against any violation of such provisions and requirements; or
- d) Apply to any appropriate court, state or federal, for such other relief as may be appropriate and allowed by law, since the injury to the Tenant or Program Administrator arising from a default under any of the terms of this Contract would be irreparable and the amount of damage would be difficult to ascertain.

Any delay by the Program Administrator in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order), or concurrently, and as often as the occasion therefore arises.

SECTION 9 – MISCELLANEOUS PROVISIONS

9.1 Conflict of Interest

Pursuant to HOME regulations at 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the PJ or the Program Administrator, individually known as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under this Program or to

have a financial interest in or obtain a financial benefit from any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Contract or the proceeds from such activities. This provision applies to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the PJ or Program Administrator and for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

Owner hereby certifies that, to the best of its knowledge and belief, it has no Conflict of Interest associated with participation in this Program. Owner, including the underlying individual owners if the Owner is a corporation, partnership, or other such entity, is not a Covered Person or an immediate family member of a Covered Person and has no business relationships with a Covered Person.

Tenant hereby certifies that, to the best of its knowledge and belief, they have no Conflict of Interest associated with participation in this Program. Neither Tenant nor another member of the household is a Covered Person or an immediate family member of a Covered Person and has no business ties with a Covered Person.

9.2 Assignment

Neither the Owner nor the Tenant may transfer or assign this Contract to any other party without the prior written approval of the Program Administrator. Any approval of assignment will be in the sole discretion of the Program Administrator and, if approved, is contingent upon the assignee assuming all obligations of the assigning party in writing.

If the Owner requests the Program Administrator consent to assign this Contract to a new owner, the Owner shall supply any information as required by the Program Administrator pertinent to the proposed assignment.

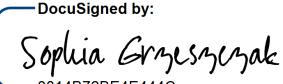
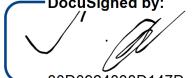
9.3 Entire Contract, Interpretation, and Amendments

- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted and implemented in accordance with all Program requirements, statutory requirements, and HUD requirements, including the HOME program regulations at 24 CFR part 92 and the April 2020 TBRA Memo. The determination of the Program Administrator, who may seek input from PJ and/or HUD as appropriate, will be final.
- c) No changes or amendments may be made to this Contract except those made in writing and signed by all parties hereto.

9.4 Headings and Pronouns

The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.

IN WITNESS THEREOF, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

Owner DocuSigned by:  8814B72BF4E444C Owner/Landlord Representative Signature	Sophia Grzeszczak Aliro Reserve, LLC Owner/Property Manager	Date: 2/17/2021
Tenant DocuSigned by:  42CC176EC213462 Signature	Fidel Diaz Tenant	Date: 2/17/2021
Tenant DocuSigned by:  80D0024838D147D Signature	Jeanfranco Pino Tenant	Date: 2/17/2021
Tenant DocuSigned by:  394630F5E7E24AA Signature	Adriana Salcedo Tenant	Date: 2/17/2021

Program Administrator DocuSigned by:  B08C99AB13F54BA... Authorized Representative Signature	Alberte Bazile Program Administrator	Date 2/18/2021
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Attest: **City of North Miami, a Florida Municipal Corporation**

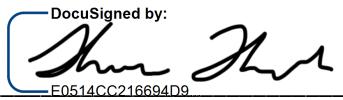
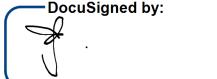
Approve as to Form and Legal Sufficiency DocuSigned by:  8AF8443D714D491 Signature	Jeff P.H. Cazeau, Esq. City Attorney	Date 2/19/2021
DocuSigned by:  F0514CC216694D9 Signature	DS TTSI Theresa Therilus, Esq. City Manager	Date 2/19/2021
DocuSigned by:  BB47A3B4B262492... Signature	Vanessa Joseph, Esq. City Clerk	Date 2/21/2021

EXHIBIT A: PROJECT SPECIFIC INFORMATION

Parties to this Contract		
Program Administrator	City of North Miami	
Owner	Aliro Reserve LLC f/k/a BRE Portofino MF Property Owner LLC	
Tenant	Fidel Diaz, Jeanfranco Pino & Adriana Salcedo	
Contract Dates		
Contract Start Date: 2/21/2021	Contract End Date: 09/30/2021	
Unit & Lease Information		
Unit (Address and Unit #): 14040 Biscayne Blvd, Apt 40-818, North Miami, FL 33181		
Lease Start Date: 02/27/2020	Lease End Date: 03/26/2021	
Contract Rent (total due under Lease): \$1,788.00 per month		
Rental Assistance		
Tenant Contribution: \$ per month	Rental Assistance Payment: \$4,000.00 (Dec, Jan and part of Feb)	
Rental Assistance from Other Programs		
Is other rental assistance (e.g. Section 8/State/Local funds) received? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, monthly amount of \$0.00 paid to <input type="checkbox"/> Tenant or <input type="checkbox"/> Owner from (source):		
Payment Information		
Rent Payable to:	New Aliro Member, LLC dba Aliro Reserve	
Mailing Address:	14000 Biscayne Blvd, North Miami, FL 33181	
Electronic Payment Instructions	Financial Institution:	N/A Check will be issued to Landlord/Owner
	Routing Number:	
	Account Number	
	Account Holder Name:	

EXHIBIT B: EXISTING LEASE

{Attach copy of the Lease for the HOME-TBRA assisted Unit}



First American Title™
UCC DIVISION

Articles of Amendment

September 30, 2020

Order Number: 0000335680 **Project Name:**
Customer Reference: BRE PORTOFINO MF/Airo Reserve **Jurisdiction:** Delaware

Transaction Reference:

Filing Type: Articles of Amendment **Jurisdiction Office:** Secretary of State

Status: Accepted

File Number: 20207566478 **Order Request:** Expedited
File Date: 09/30/2020

Notes:

Please file 1hr expedited service, thank you!

Inasmuch as the responsibility for the verification of the filing and determination of the filings acceptability for recordation lies with the Filing Officer, we accept no liability for recordation errors or rejections. Inasmuch as the responsibility for determining the proper jurisdiction for recording the filing lies with the secured party we accept no liability for errors in recordation.

901 S. 2nd Street, Suite 201 | Springfield, IL, 62704 | Phone: 800.932.9966 | Fax: 866.468.1367

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AMENDMENT OF "BRE PORTOFINO MF
PROPERTY OWNER LLC", CHANGING ITS NAME FROM "BRE PORTOFINO MF
PROPERTY OWNER LLC" TO "ALIRO RESERVE LLC", FILED IN THIS
OFFICE ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2020, AT 2:28
O'CLOCK P.M.*



Jeffrey W. Bullock, Secretary of State



6075700 8100
SR# 20207566478

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203765613

Date: 09-30-20

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:28 PM 09/30/2020
FILED 02:28 PM 09/30/2020
SR 20207566478 - File Number 6075700

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF FORMATION
OF
BRE PORTOFINO MF PROPERTY OWNER LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is **BRE Portofino MF Property Owner LLC**.
2. The Certificate of Formation of the limited liability company is hereby amended by striking our Paragraph First thereof and by substituting in lieu of said Paragraph the following new Paragraph First:

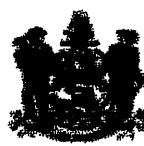
FIRST: The name of the limited liability company is **Aliro Reserve LLC**

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on the 29th day of September, 2020.

By: Lakecia Stanford
Name: Lakecia Stanford, Authorized Person

PAGE 1 of 1

Service Request# 20207445388



State of Delaware

SECRETARY OF STATE
DIVISION OF CORPORATIONS
P.O. BOX 888
DOVER, DELAWARE 19903

09-23-2020

ATTN: MM-AIRO RESERVE LLC

DESCRIPTION	AMOUNT
3734136 - AIRO RESERVE LLC - 01/21/2021	
0100C Name Reserve; Charge	
Name Reservation Fee	\$75.00
TOTAL CHARGES	\$75.00
CHARGED TO ACCOUNT	\$75.00
BALANCE	\$0.00

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

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

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

[Handwritten signature/initials over several lines of space]

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

[Handwritten signature/initials over several lines of space]

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

[Handwritten signature/initials]

(c) Lessee has received copies of all information listed above.

[Handwritten signature/initials]

(d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial)

[Handwritten signature/initials]

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

BRE Portofino MF Property Owner LLC, 14040 Biscayne Blvd. #818 #40-818

Apartment Name & unit number OR street address of dwelling	North Miami
<i>[Handwritten signature/initials]</i>	City
Lessee (Resident)	Date
<i>[Handwritten signature/initials]</i>	<i>3/27/20</i>
Lessee (Resident)	Date
<i>[Handwritten signature/initials]</i>	<i>3/27/20</i>
Lessee (Resident)	Date
<i>[Handwritten signature/initials]</i>	<i>3/27/20</i>
Lessee (Resident)	Date

BRE Portofino MF Property Owner LLC

Lessor (Owner)	Agent
----------------	-------

Date	Date
------	------

S. F. D. **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 3 apartment key(s), 3 mailbox key(s), FOB(s), and/or 3 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 \$ 1788.00 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 www.gables.com

Prorated rent of \$ 184.97 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 \$ or 10 % of your total monthly rent payment. You'll also pay a charge of \$ 75.00 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 Pest Control

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.

Special Provisions and "What If" Clauses

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.

While You're Living in the 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. 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) failing to follow the procedures of paragraph 29 (When We May Enter). You 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.

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. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- J. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- K. All Lease Contract obligations must be performed in the county where the dwelling unit is located.

L. All discretionary rights reserved for us in this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

M. 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 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 fifteenth (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)



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



DWELLING UNIT DESCRIPTION. Unit No. 40-818, 14040 Biscayne Blvd. #818

North Miami (city), Florida, 33181 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract Date: February 27, 2020
Owner's name: BRE Portofino MF Property Owner LLC

Residents (list all residents):

Adriana Nicole Salcedo, Jeanfranco Pino, Fidel Diaz

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.

Choice 1

A.S.
Initial
F.D.

You agree to pay \$ 3576.00 (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.

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.

Choice 2

Initial

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.

In the event this Choice 2 is elected, you may owe future rents as they become due under the lease.

Resident or Residents
(All Residents must sign here)

Resident

3/27/2020

Owner or Owner's Representative
(signs here)

Resident

3/27/2020

Date of Lease Contract

February 27, 2020

Resident

Date

Resident

Date

Resident

Date



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.

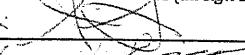
Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions, and remove property left in the apartment. Surrender, abandonment, and judicial 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)).

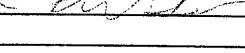
Severability, Signatures, Originals and Attachments

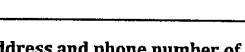
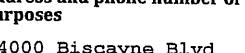
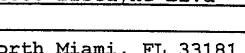
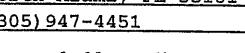
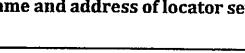
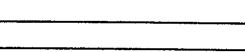
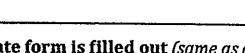
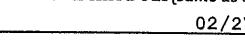
53. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret 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.

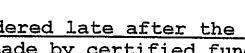
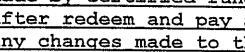
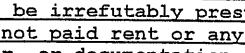
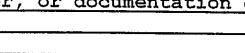
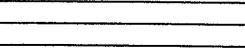
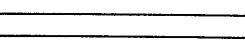
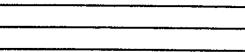
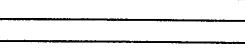
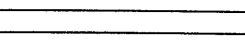
54. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated 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.

Resident or Residents (all sign below)










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

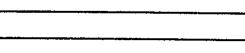
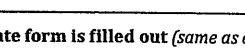
Address and phone number of owner's representative for notice purposes

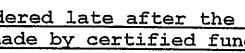
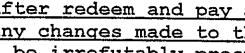
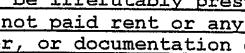
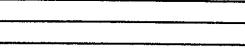
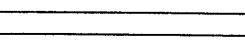
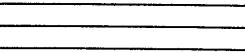
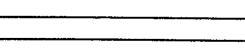
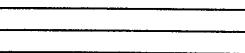
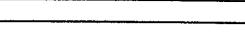
14000 Biscayne Blvd

North Miami, FL 33181

(305) 947-4451

Name and address of locator service (if applicable)

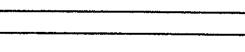
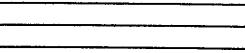
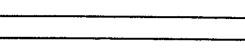
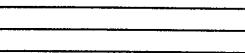
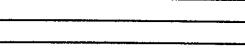




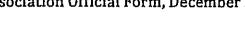

Date form is filled out (same as on top of page 1)

02/27/2020

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) Rent is considered late after the close of business on the 3rd day of the month. Late payments must be made by certified funds. After two checks are returned for nonpayment Resident shall thereafter redeem and pay all future rent by certified funds. A \$100 fee will be assessed for any changes made to the lease and/or addendums during the term of this lease. It shall be irrefutably presumed, for purposes of this Apartment Lease Contract, that Resident has not paid rent or any of the charges unless Resident can produce a canceled check, money order, or documentation of electronic payment proving that rent has been paid.







ANIMAL ADDENDUM
(to be completed only if an animal will occupy the dwelling unit)
Becomes part of Lease Contract

Date: February 27, 2020

(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION.

Unit No. 40-818, 14040 Biscayne Blvd. #818
North Miami
(city), Florida, 33181 (zip code).
(street address) in

But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 27, 2020
Owner's name: BRE Portofino MF Property Owner LLC

Residents (list all residents):

Adriana Nicole Salcedo, Jeanfranco Pino, Fidel Diaz

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. A. NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the dwelling unit or dwelling unit community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked you affirmatively represent and warrant that as of the date of this Lease and throughout the term of the Lease each of the animals described below is suited for living in an apartment community; does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to your ownership or possession of the animal. You understand and agree that our approval of the animal to live in the apartment is expressly conditioned upon truthful disclosures and representations above, that nothing occurs during the term of the Lease that would make the disclosures or representations inaccurate or untrue and that we would not have approved the animal had you disclosed that it was dangerous, unsuited for apartment living, or had previously injured someone or damaged property. You may keep the animal that is described below in the dwelling until the Lease Contract expires.

4. ANIMAL DEPOSIT. An animal deposit of \$ 0.00 will be charged. We consider, or will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Lease Contract does, or does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 15.00. The monthly rent amount in the Lease Contract includes does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time fee of \$ 500.00 for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or dwelling community.

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

ANIMAL RULES. V. 313

ANIMAL RULES. You are responsible for the animal's actions and behavior. You must abide by the rules.

actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other

11. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate only in these designated areas: Not in Apartment, Patio, Storage and/or Garage
- Outside, the animal may urinate or defecate only in these designated areas: Designated Pet Areas
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property. You must take the animal off our property for that purpose.

If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

- You will have the animal vaccinated and/or receive any shots or medical care as required by law. You will also obtain any licenses and/or permits for the animal as required by law. We may request proof of necessary vaccinations, licenses or permits at any time. Your failure to provide us such information is a material breach of this Lease Contract.

12. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

14. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

15. OUR REMOVAL OF ANIMAL. In some circumstances, we may enter the dwelling unit and remove the animal with one day's 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;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.
You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleeling, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

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.

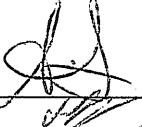
17. MOVE-OUT. When you move out, you'll pay for defleeling, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

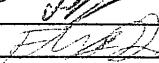
18. JOINT AND SEVERAL RESPONSIBILITY. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

19. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

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

Resident or Residents
(All residents must sign)

 2/27/2020

 2/27/2020

 2/27/2020

Owner or Owner's Representative
(Signs below)



UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated February 27, 2020 between BRE Portofino MF Property Owner LLC

("We" and/or "we" and/or "us") and Adriana Nicole Salcedo, Jeanfranco Pino, Fidel Diaz

("You" and/or "you") of Unit No. 40-818 located at 14040 Biscayne Blvd. #818
(street address) in North Miami, FL 33181

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: 4
 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: 4
 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: 4
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable _____

k) (Other) Luxer One 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: 4
 If flat rate is selected, the current flat rate is \$ 7.00 per month.
 3rd party billing company if applicable _____

l) (Other) _____ service 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)

(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.

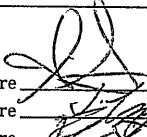
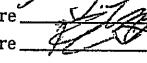
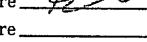
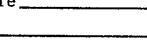
If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based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

Resident Signature		Date <u>2/27/2020</u>
Resident Signature		Date <u>2/27/2020</u>
Resident Signature		Date <u>2/27/2020</u>
Resident Signature		Date _____
Resident Signature		Date _____
Resident Signature		Date _____
Management		Date _____



BED BUG ADDENDUM

Date: February 27, 2020
 (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. 40-818, 14040 Biscayne Blvd. #818
North Miami
 (city), Florida, 33181 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 27, 2020
 Owner's name: BRE Portofino MF Property Owner LLC

Residents (list all residents):

Adriana Nicole Salcedo, Jeanfranco Pino, Fidel Diaz

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.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

2/27/2020

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

Date of Signing 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 uncleanliness 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. 40-818, 14040 Biscayne Blvd. #818
North Miami
(city), Florida, 33181
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 27, 2020
Owner's name: BRE Portofino MF Property Owner LLC

Residents (list all residents):

Adriana Nicole Salcedo, Jeanfranco Pino, Fidel Diaz

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.

Always clean and apply a biocide to area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on *porous* surfaces, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

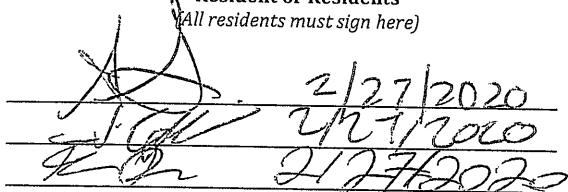
9. TERMINATION OF TENANCY. Owner, Management or agent reserves the right to terminate the tenancy and RESIDENT(S) agree to vacate the premises in the event Owner, Management or agent in its sole judgment feels that either there is mold/mildew present in the dwelling unit which may pose a safety or health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

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:

You agree to use all air-conditioning in a reasonable manner and use heating systems in moderation. You agree to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during the dry weather only. Tenant(s) agrees that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

Resident or Residents
(All residents must sign here)



Owner or Owner's Representative
(Signs here)

Date of Lease Contract

February 27, 2020





LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

Unit No. 40-818, 14040 Biscayne Blvd. #818
(street address) in, North Miami
(city), Florida 33181
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 27, 2020
Owner's name: BRE Portofino MF Property Owner LLC

Residents (list all residents):

Adriana Nicole Salcedo, Jeanfranco Pino, Fidel Diaz

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. NUMBER AND SIZE. You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 50000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. SECURITY DEPOSIT. An additional security deposit of \$ 0.00 will be charged. We (check one) will consider or will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Lease Contract (check one) does or does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of

move-out. Factors affecting any ~~se~~ ^{new} 'tity deposit may vary, depending on: (1) how the dish ~~c~~ antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. WHEN YOU MAY BEGIN INSTALLATION. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. MISCELLANEOUS. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract
February 27, 2020

Date of Lease Contract



ASBESTOS ADDENDUM

Date: February 27, 2020

(when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION.

Unit No. 40-818, 14040 Biscayne Blvd. #818
(street address) in North Miami
(city), Florida, 33181
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 27, 2020
 Owner's name: BRE Portofino MF Property Owner LLC

Residents (list all residents):

Adriana Nicole Salcedo, Jeanfranco Pino,
Fidel Diaz

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. ASBESTOS. In most dwellings which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

4. FEDERAL RECOMMENDATIONS. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

5. COMMUNITY POLICIES AND RULES. You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident(s)
 (All residents must sign)

3/27/2020

2/27/2020

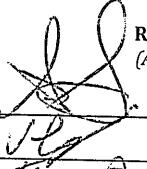
2/27/2020

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum




Resident or Resident
(All residents must sign)
2/27/2020
JP
2/27/2020
HHD
2/27/2020

Owner Owner's Representative
(Signs below)

Date of Signing Addendum



CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING UNIT DESCRIPTION

Unit No. 40-818, 14040 Biscayne
Bldv. #818 _____ (street address) in
North Miami
(city), Florida, 33181
(zip code).

2. LEASE CONTRACT DESCRIPTION-

Lease Contract Date: February 27, 2020
Owner's name: BRE Portofino MF Property Owner LLC

Residents (list all residents):

Adriana Nicole Salcedo, Jeanfranco Pino,
Fidel Diaz

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. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Florida and/or the Federal Controlled Substances Act.

Resident or Residents (sign here)

2/27/2020
2/27/2020
2/27/2020

Date of Signing Addendum

Owner or Owner's Representative (signs here)

Date of Signing Addendum



MIXED USE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 40-818 14040 Biscayne
 Blvd. #818
North Miami (street address) in
 (city), Florida, 33181 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: February 27, 2020
 Owner's name: BRE Portofino MF Property Owner
LLC

Residents (list all residents):

Adriana Nicole Salcedo, Jeanfranco Pino,
Fidel Diaz

This document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between Resident and Owner. Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

3. PURPOSE OF ADDENDUM. The purpose of this Addendum is to provide you with notice that the dwelling is located in a mixed-use living environment. The area surrounding the dwelling contains both residences and commercial businesses. These commercial entities will produce certain noises, sounds, and odors up to twenty-four (24) hours a day.

4. RESIDENT ACKNOWLEDGEMENT. By signing this Addendum, Resident acknowledges, understands and hereby agrees:

The dwelling is located in the immediate area of commercial businesses, including, but not limited to, bars, nightclubs, restaurants and retail stores. Certain challenges may be associated with living in immediate proximity to such commercial businesses. These challenges may include these businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other forms of entertainment), vibrations, odors and smoke, which may penetrate the walls and floors of the dwelling. Such challenges may occur up to twenty-four (24) hours a day.

5. RESIDENT DUE DILIGENCE. Landlord has encouraged resident to research the area around their dwelling. You agree that you were given the opportunity to exercise due diligence by reading this Addendum and researching the area surrounding the dwelling. You acknowledge and understand the risks disclosed herein. Having conducted your due diligence, you agree to fully assume the risks set forth in this Addendum.

6. ASSUMPTION OF RISK / WAIVER. You have chosen to reside at the dwelling despite any inconveniences such as those disclosed herein or any other inconvenience, which may be associated with living in a mixed-use environment. You further agree: You are voluntarily assuming the risks of inconvenience and nuisance related to residing in a dwelling located in a mixed-use area. You agree that any inconvenience associated with the mixed-use and/or the surrounding area, such as, but not limited to, those disclosed herein, will not be deemed to give you any offset to rent obligations, nor will they be the basis for a complaint against us for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy. We shall have no duty to evict any commercial business for any lights, sounds, vibrations, odors, etc. that may occur as a result of their commercial business. As such, you waive any and all claims against us that arise out of or are in any way related to lights, noises, sounds, vibrations, smoke, odors or any other inconvenience that may be caused by commercial businesses within the mixed-use area and/or their guests.

7. SEVERABILITY. 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.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
 (All residents must sign)

3/27/2020
3/27/2020
3/27/2020

Owner or Owner's Representative
 (Signs below)

Date of Signing Addendum





ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



1. DWELLING UNIT DESCRIPTION.

Unit No. 40-818, 14040 Biscayne Blvd. #818
North Miami (street address) in
 (city), Florida, 33181 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 27, 2020
 Owner's name: BRE Portofino MF Property Owner LLC

Residents (list all residents):

Adriana Nicole Salcedo, Jeanfranco Pino, Fidel Diaz

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. SHORT TERM SUBLICENSE OR RENTING PROHIBITED. Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES. You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. VIOLATION OF LEASE AGREEMENT. Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting

or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. RESIDENT LIABILITY. You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, personal injury, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. SEVERABILITY. If any provision of this Addendum or the 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 Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

2/27/2020

2/27/2020

2/27/2020

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



ANIMAL EXERCISE AND PLAY AREA ADDENDUM

Name of Resident(s): Adriana Nicole Salcedo, Jeanfranco Pino, Fidel Diaz
Unit/Address: #40-818, 14040 Biscayne Blvd. #818

THIS ANIMAL EXERCISE AND PLAY AREA ADDENDUM ("Animal Area Addendum") is made and entered to be effective the same date as the lease between Adriana Nicole Salcedo, Jeanfranco Pino, Fidel Diaz (Resident) and BRE Portofino MF Property Owner LLC (Landlord) and pertains to premises leased by Resident from Landlord at BRE Portofino MF Property Owner LLC (the "Leased Premises")

WHEREAS Resident leases the Leased Premises from Landlord. The Leased Premises are within a congested, high traffic, urban setting, and Resident desires to have access to an enclosed area near the Leased Premises in which Resident may allow Resident's animal(s) to exercise, play and be around other animals, including predominantly dogs; and

WHEREAS Landlord is willing to make an enclosed area within the apartment community which is away from the congestion and traffic near the apartment community ("Animal Area") available to its Residents who sign a lease addendum and agree to abide by Landlord's rules governing use of the animal area, both as contained herein and as posted in the vicinity of the animal area;

NOW THEREFORE, in consideration of Landlord's willingness to make an Animal Area available to Resident and others, and Resident's willingness to abide by Landlord's restrictions governing the terms and conditions pertaining to the Animal Area, as evidenced by Resident's signature on this Addendum, Resident and Landlord agree as follows:

1. This Addendum shall bind Resident with the same force and effect as Resident's lease for the Leased Premises;
2. Landlord shall have the right, at any time and within its sole discretion, to temporarily or permanently close the Animal Area, and to temporarily or permanently exclude Resident and Resident's animal(s) from the Animal Area, and Resident shall have no recourse against Landlord for doing so;
3. In the event of any claim by any person arising in connection with Resident's animal(s), Resident agrees to indemnify, defend and hold Landlord harmless from any and all claims involving actions of Resident's animal(s), Resident's guests or invitees, or their animal(s);
4. In the event Resident, Resident's animal(s), or any guest or invitee of Resident is injured (regardless of the severity of any injury) while at, or en route to or from the Animal Area, Resident agrees to fully release Landlord, and further agrees not to present any claims against Landlord, whether through lawsuit or otherwise, from or in connection with any injury sustained by Resident, Resident's animal(s), or guests or invitees of Resident or their animal(s);
5. Landlord shall have the right to control the hours during which the Animal Area shall be accessible and available for use;
6. Landlord shall have no obligation to maintain the Animal Area, or provide lighting or security to or at the Animal Area;
7. Resident will give his or her best efforts to keep the Animal Area for the exclusive use of Landlord's residents only, along with Resident's invited guests. Resident shall also clean up after their animal(s) in the Animal Area and use the receptacles located within the Animal Area's fence line;
8. All animals at the Animal Area shall be accompanied by Resident at all times, and no animals

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shall be left unattended in the Animal Area;

9. Resident agrees to keep animals leashed en route to and from the Animal Area, and that the only time Resident's animal(s) may be off leash is when they are within the Animal Area and the gates are fully closed;
10. Resident agrees that if Resident's animal(s) become aggressive, Resident shall immediately leash such animal(s) and remove them from the Animal Area;
11. Resident agrees to have all animal(s) which use the Animal Area properly licensed and registered in accordance with City, County and State requirements and keep all Resident's animal(s) current on complete vaccinations;
12. Resident agrees that it will not permit any animal(s) under four months of age, or any female dogs in heat, to enter the Animal Area at any time;
13. Resident expressly acknowledges that Landlord has no control over any person or animal within the Animal Area, and recognizes and acknowledges that harmful incidents may occur in the Animal Area including, without limitation, bites from any animals in the Animal Area, and Resident expressly agrees to be fully responsible for guarding against such potentially harmful incidents and the harm which may result from such an incident;
14. Resident agrees that he or she will only use the Animal Area if Resident has current renter's insurance in effect which provides coverage for, without limitation, incidents which occur in or about the Leased Premises, on the grounds of the Apartment Community, and in the Animal Area, and by signing this Addendum, Resident acknowledges and agrees that he or she has renter's insurance in effect at this time;
15. Resident agrees that aggressive or inappropriate behavior by Resident's animal(s) in or about the Animal Area will be a violation of Resident's Lease for the Leased Premises, and shall entitle Landlord to exercise all its rights and remedies pertaining to such lease violation; and
16. Resident agrees that this Addendum shall remain in full force and effect throughout the entire term of Resident's Lease for the Leased Premises, including any renewals or extensions.

SIGNED this 27 day of February, 2020 to be effective as of the commencement date of Resident's Lease with Landlord for the Leased Premises.

Resident

2/27/2020

Resident

Resident

2/27/2020

Resident

Resident

2/27/2020

Landlord's Authorized Representative



Policies and Regulations

Rental Payments

The grace period outlined in the Lease Contract expires at close of business. All rental payments received after this time must be submitted in a cashier's check or money order and include all late fees.

Move-In Inventory Form

You will find a Move-In Inventory form in your move-in packet. Please return the completed form to the office within 72 hours of move-in. This form documents the condition of the apartment at the time of move-in and helps eliminate security deposit discrepancies upon move-out. Please note you may be liable for any damages documented at the time of move-out that were not noted on the Move-In Inventory Form.

Emergency Maintenance:

Routine maintenance requests may be submitted to the office in person, via phone, email or Gables Gateway; however, if an emergency arises after hours or on the weekends, please call the office and the answering service will contact a service team member. In the event of fire or danger to life, call 911 immediately, then call the community office.

The following maintenance items are considered an emergency:

- ♦ Possibility of fire.
- ♦ No electricity throughout the apartment.
- ♦ No water.
- ♦ No heat.
- ♦ No air conditioning on a day of extreme heat (80+ degrees). AC work cannot be completed at night or in inclement weather.
- ♦ Water entering the apartment.
- ♦ Running water that cannot be shut off.
- ♦ Impeded plumbing in an apartment with only one bathroom.
- ♦ Non-functioning or malfunctioning smoke detector.
- ♦ Gas leak (also call the gas company).
- ♦ Malfunctioning door or window locks.

Please note: Resident service requests cannot be fulfilled if pets are left in your apartment unattended. Please make arrangements to be home or keep your pet in one of the bedrooms for the day so service can be completed.

Lockouts

If you are locked out of your apartment during business hours, we will be happy to provide you with a key; however, if you are locked out of your apartment after business hours, we do not consider that to be a maintenance emergency and you will need to contact a locksmith, at your expense.

A/C Filters

Please make sure you come to the Leasing Office monthly to pick up an A/C filter. Don't forget to check the size used for your apartment because there are many sizes available.

Key Release

If you are expecting a delivery, service person or guest at your apartment and would like to provide them access to your apartment you may complete a Key Release form. The staff is unable to accompany visitors to your apartment. Note: Please plan ahead! For your protection, we will not accept a key release authorization over the phone or via email; it must be submitted in writing or via Gables Gateway.

Please check with your leasing office to verify if they offer this package service prior to having any packages sent to the leasing office. Gables reserves the right to terminate package service at any community with written notification.

Noise

For the mutual enjoyment of all residents, we ask everyone's cooperation in keeping the volume of stereos, televisions, and musical instruments at a level that cannot be heard by your neighbors.

Barbecue Grills

Grilling on your patio or balcony is strictly prohibited and is in direct violation of your lease agreement at this community. Storage of grills (gas or other) on your patio, balcony or storage area, if applicable, is also strictly prohibited. Please see the Leasing Office for details regarding barbecue areas that may exist for residents in the community.

Loitering and Disturbances

We ask that all residents, occupants and their guests not disturb other neighbors or damage the landscaping, buildings, or property in any manner. This includes both temporary and permanent defacement.

Balconies and Entryways

Please keep balconies and entryways free from visual clutter. Welcome mats for interior corridors require prior approval. No bathing suits, towels, mops, brooms, rugs, etc. Motorcycles and recreational vehicles such as surfboards, jet skis, canoes, scooters, bicycles or other recreational equipment may not be stored on balconies or placed in the apartment building hallways or entryways. Storage of any hazardous material that would be in violation of any health, fire or safety ordinances is prohibited. The balcony space is intended for outdoor patio furniture only and cannot be used as a storage area. Alterations or modifications to the space must be approved in writing by management prior to installation.

Decorating and Alterations

- ♦ Any alterations or modifications must be approved in writing by management prior to installation.
- ♦ Stickers, signs, etc. may not be placed upon windows or doors that are visible to the exterior.
- ♦ When hanging pictures, mirrors, etc., you may use nails and regular hangers, but please do not use adhesive hangers. They damage the walls when removed.
- ♦ Please use shelf and drawer liner paper that does not cause damage or leave behind residue when removed.
- ♦ Because they cause permanent damage, no nails, screws, or hooks of any kind are to be used on the doors.
- ♦ Prior to undertaking any painting in your apartment home, please contact the manager for approval. Painted walls that are not returned to their original color will result in a charge to your security deposit upon move-out.
- ♦ We know your personal sense of security is important. Please meet with the manager for written approval before you plan to add, change, or alter any locks in your apartment.
- ♦ For your safety, no alterations or additions to electrical, plumbing, or heating fixtures are permitted.
- ♦ To maintain the ongoing attractive appearance of our community, please use traditional curtains or shades over windows to darken rooms. No sheets, blankets, foil, etc.
- ♦ Blinds must remain operable and undamaged. Any missing, bent or damaged slats should be reported to the office for repair.

Trash

For your convenience, this community provides trash dumpsters and or compactor(s) for you. It is your responsibility to take your trash to the approved areas. We ask that all boxes are broken down and that recyclables are placed in the appropriate bins if available. Furniture is not to be placed in or around the dumpster or compactor area. No hazardous materials, medical or body fluid waste may be disposed of in or around any of the community's dumpsters or compactors. For sanitary reasons, trash is NEVER to be left outside your apartment door; there will be a \$25.00 fine per bag for each violation. Residents of communities providing a valet trash service must use the approved containers for trash removal.

Mold and Mildew

Mold and mildew can be a problem! It grows in your shower, closets, around plants, on clothing, and on carpeting. Mildew thrives in any place that is warm, dark, and damp.

In an effort to help you avoid any mold or mildew problem in your apartment, we would like to make you aware of the following:

- ♦ Let the sun shine in! Keep curtains and blinds open. Mildew hates natural light.
- ♦ Use the air conditioner to your advantage. Set your thermostat at a 75 degree setting or lower and leave it on "auto" throughout the day, even when you are not home, as the cool, dry air reduces the moisture that promotes mildew. Notify management immediately of any air conditioning problems.
- ♦ Make room for airflow in your closets. Just keeping the door ajar will increase air flow. Moisture absorbers are available at grocery and drug stores and will stop mildew from creeping up the sides of your best suit or dress.
- ♦ Lots of plants mean a lot of humidity. Plants brighten your apartment, but they also give off large amounts of moisture. So, when you bring the great outdoors inside, keep the air conditioning turned on.
- ♦ Use the clothes dryer for freshly washed clothing. Air drying clothes inside your apartment adds to the overall humidity.

- ♦ Inspect the caulking around your windows for any signs of peeling. Cracks in the caulking will allow moisture in and should be immediately sealed by maintenance.

By following these simple guidelines, you can control the level of humidity in your apartment and help prevent mold and mildew growth. Nevertheless, if you do find any mold or mildew in your apartment please contact us immediately. **For additional information please refer to the Mold Information and Prevention Addendum.**

Pest Control

Pest control is provided by management through exterior and interior treatments. We will notify you in writing of the service schedule for your apartment home. If you have a special problem with pests, notify the office and the exterminator will pay special attention to your needs on the next visit. You are asked to assist pest control efforts by maintaining a high standard of good housekeeping. **Pet owners may wish to contact the exterminator for flea spraying, for an additional charge.** Please keep your pets in one of the bedrooms on the day service is provided.

Recreational Facilities

With respect to all recreational facilities, including but not limited to (if applicable), clubhouse, pool, spa, sauna, fitness center, tennis court(s), basketball court(s), racquetball court(s), playground, etc., management reserves the right to close the facilities, or restrict access for cleaning, repair, maintenance, meetings, community functions, and other similar or related activities. Management also reserves the right to permanently close any of the recreational facilities by posting a sign or notice on the affected facility. Closure or restriction of access to any or all recreational facilities shall not constitute grounds for residents to withhold or abate rent or any other charge under the Rental Agreement/Lease. The Recreational Facilities shall not be used for any purpose other than the resident's personal use. Residents are prohibited from using the Recreational Facilities for any business purpose, including, but, not limited to conducting personal training sessions. All persons who use the recreational facilities do so at their own risk. No loitering in these areas after dark are permitted by anyone. Residents are encouraged to immediately report any unusual persons or suspicious activity.

Tennis Courts (if applicable)

Tennis shoes and appropriate attire should be worn on the courts at all times. When the courts are busy and others are waiting to play, court time is limited to one hour. Please observe all rules posted in the tennis court area.

Pool Rules (if applicable)

The pool area is a popular community facility at many of our Gables communities. The following considerations help keep these areas clean and enjoyable for all:

- ♦ Unless required by local law, no lifeguard is provided. All persons swim at their own risk!
- ♦ Access is permitted during the posted hours of operation only.
- ♦ NO DIVING/ NO JUMPING/ NO RUNNING
- ♦ Adequate supervision is required for non-proficient swimmers at all times while at the pool.
- ♦ You may invite up to two guests per apartment to accompany you to the pool. Unaccompanied visitors are not permitted and will be asked to leave the pool area.
- ♦ Please wear appropriate swimwear in the pool. No cut offs or thongs allowed.
- ♦ Glass is a safety hazard. Please use only unbreakable containers in the pool area.
- ♦ Suntan oils cause a major maintenance problem for pool equipment. Please lather lightly and rinse off before swimming.
- ♦ Health regulations prohibit pets in or around the pool area.
- ♦ Common courtesy dictates that profanity, horseplay, bicycle riding, skating, or harassment of swimmers is strictly prohibited.
- ♦ For everyone's protection, please refrain from using the pool if you have a health condition, particularly conditions involving broken or abraded skin, cuts, eye disease, nasal or ear discharge or communicable diseases.
- ♦ Owner and management are not responsible for loss, damage or injury.
- ♦ Personal items are not to be left unattended.
- ♦ Management reserves the right to deny pool privileges to anyone at any time.
- ♦ Please observe all rules posted in the pool area.

A REMINDER: ROPES AND LIFE RINGS ARE SAFETY EQUIPMENT, NOT TOYS. PLEASE DO NOT PLAY WITH THEM.

Fireplaces (if applicable)

For communities with fireplaces, please adhere to the following:

- ◆ Ensure the fireplace flue is open prior to starting a fire.
- ◆ If using a duraflame fire log or similar product, please follow all directions on the manufacturer's package concerning safe usage.
- ◆ Remember embers/ashes stay hot long after the fire is extinguished. Dispose of fireplace embers/ashes properly by allowing them to cool for approximately 24 hours after the fire has been extinguished.
- ◆ Consider dousing fireplace embers/ashes with water before disposing.
- ◆ Place embers/ashes in a non-combustible container (preferably metal). Never place them in a paper, wooden, or plastic container.
- ◆ Keep combustible items away from the fireplace.
- ◆ Check your smoke detector regularly and contact management immediately if repairs are necessary.
- ◆ Have an escape plan and practice it.
- ◆ Know where the nearest fire extinguisher is located and how to operate it properly.

Fire Sprinklers

It is important that sprinkler heads are not disturbed at any time to avoid accidental discharge. Do not hang items upon, attempt to clean/remove debris, or paint the sprinkler heads at any time. Please be aware of the fire sprinklers in the hallways and common areas when moving or having items delivered. **Report any repair requests to the office immediately.**

Smoke Detectors

Test your smoke detectors at least monthly by pushing the test button. Once a year vacuum the dust from alarm air vents. Battery operated detectors should have the battery replaced each year or when the low battery warning sounds. Select a memorable date such as a holiday or a family birthday to remind you to replace the batteries in your smoke detectors at that time. Please contact the leasing office if maintenance assistance is needed.

Some communities may contain alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, you should obtain an additional dual powered smoke detector or a battery smoke detector.

Transfer from one apartment to another

Many communities offer the ability transfer from one apartment to another and/or between communities. Please consult the office staff for details.

Moving Out

We are sorry to see you go! If you are transferring to another area, we would be delighted to help you find a Gables Residential home in one of our many communities nationwide; ask for details at the Leasing Office. Please review your Lease Contract for details regarding your notice-to-vacate requirements.

General

Please notify the Leasing Office if any guest will be visiting in excess of 7 days, as their name must be included on your Lease Contract. Subletting or renting all or any portion of the apartment home to a third party, whether for an overnight use or for the remainder of the lease term, without written consent of the community manager is prohibited. This applies, not limited to, but including overnight stays arranged on airbnb.com, vrbo.com or similar internet sites.

Resident's Signature

2/27/2020
Date
2/27/2020
Date
2-27-2020
Date

Resident's Signature

Date

Gables Residential Representative

Date



Controlled Access Addendum

This Addendum shall become a part of the Residential Apartment Lease ("Lease") for Apartment No. 40-818, at Aliro Apartments, which Lease is dated the 27th day of February, 2020 and executed by BRE Portofino MF Property Owner LLC as Manager ("Manager") and Adriana Nicole Salcedo, Jeanfranco Pino, Fidel Diaz Resident(s) ("Resident(s)").

The Property shall be furnished with controlled access, subject to the following:

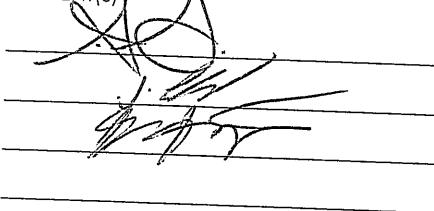
1. Resident(s) acknowledges that Manager has furnished controlled access on the Property for the sole purpose of protecting the Property and not for Resident(s) security. Resident(s) further acknowledges that any benefit Resident(s) may receive from the controlled access is only incidental to the existence of the controlled access.
2. Resident(s) agrees that the installation or use of the controlled access shall not in any way prevent Manager, at any time, from permanently removing the controlled access. Manager has absolutely no obligation to continue to maintain the controlled access and should Manager elect, at any time, to remove the controlled access the removal shall not be a breach of any expressed or implied warranty, covenant or obligation.
3. Resident(s) represents and warrants that Resident(s) understands how to use the controlled access and how the controlled access functions. Resident(s) will not act in any way to impair the use or function of the controlled access. By the execution of this Addendum, Resident(s) acknowledges receipt of 3 access devices to be used in the operation of controlled access. Resident(s) agrees to use reasonable care in the operation of those controlled access devices and to comply with any and all instructions, rules or procedures instituted by Manager regarding the operation of the same. Should Resident(s) fail to return the access device(s) to Manager upon request, or should Resident(s) lose or damage the access device(s), Resident(s) shall be liable for a charge of \$100.00 per device.
4. Resident(s) acknowledges and agrees that Resident(s) security is the responsibility of the local law enforcement agency and Resident(s) self. In the event that Resident(s) are in need of police protection of any kind, Resident(s) will contact the local law enforcement agency. Resident(s) should not contact the answering service or management office for Resident(s) security needs, for this could only delay the response time.
5. Resident(s) agrees the Manager's installation or use of the controlled access does not constitute a voluntary undertaking, representation or agreement by Manager to provide security to Resident(s), Resident(s) family, Resident(s) guests, or other occupancy of Resident(s) unit. There is absolutely no guarantee that the presence of controlled access will in any way increase Resident(s) personal security or the safety of Resident(s) family or guests or their respective belongings. The controlled access is a mechanical device and can be rendered inoperative at any time. Manager is not an insurer of Resident(s), Resident(s) family, Resident(s) guests or other occupants and Resident(s) agree to assume all responsibility for obtaining insurance to cover losses of all types. Resident(s) acknowledges that Resident(s) personal security is Resident(s) responsibility.

6. Resident(s) agrees the Manager is not liable to Resident(s), Resident(s) family, Resident(s) guests or other occupants for any injury, damage, or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the controlled access. Resident(s) further agrees that Manager is not liable for injury, assault, vandalism or any other crime. Resident(s) acknowledges that neither Manager nor Manager's agents, contractors, employees or representatives shall be liable in any way for any disruption in the operation or performance of the controlled access. In consideration of Manager's attempt to better serve Resident(s) by protecting the Property, Resident(s) agrees that Resident(s) shall never make demand upon, look to, institute or prosecute suit against Manager, or any of Manager's agents, contractors, employees or representatives, their heirs, successors or assigns, for any damages, costs, loss of personal property, damage or injury to Resident(s) person as a result of, arising out of or incidental to the installation, operation, repair or replacement, or use of the controlled access. This is an express covenant not to sue and Resident(s) releases Manager, Manager's agents, contractors, employees and representatives, their heirs, successors and assigns of and from any and all liability connected with the controlled access.
7. In the event Manager is found liable for any loss or injury as a result of Manager's installation or use of the controlled access, notwithstanding Resident(s) express waiver of Manager's responsibility with respect to the controlled access, Resident(s) agree to waive and relinquish all rights to proceed against Manager except to the extent of Manager's interest in the Property of which Resident(s) unit is a part.
8. Resident(s) acknowledges that Resident(s) are over eighteen (18) years of age, of sound mind, and are authorized and capable of making this Addendum having first read it carefully; that this written Addendum is the entire agreement between Resident(s) and Manager relative to the controlled access, and any agreement that in any way varies the terms of this Addendum shall be unenforceable and completely void unless such agreement is in writing and signed by Resident(s) and Manager.

Resident(s) acknowledges and agrees that this Addendum shall be binding upon Resident(s) and Manager's heirs, legal representatives, successors and assigns.

EXECUTED this the 27th day of February, 2020.

RESIDENT(S)



Gables Resident~

Hold Harmless Notice and Acknowledgment

Community Name: Aliro

Apartment Number: 40-818

Welcome to our community, we hope that you will find living here to be an enjoyable experience. Unfortunately, we live at a time when crime is a genuine concern. We should all take care to protect our person and property. By taking an active role in our own security, we can hopefully minimize our exposure to the criminal element.

We do our best to keep residents informed of significant issues at our community. We hope that doing so will assist residents to take appropriate precautions to protect themselves, guests, and personal property. The terms used in this Addendum are the same as the terms in your Apartment Lease Contract.

Notice to Resident:

In your Lease you have agreed that none of our security measures are an express or implied warranty of security – or a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we are not liable to you, your occupants, or your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

You have also agreed that you will 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 your lease.

Please note that even if previously provided, we are not obligated to furnish security personnel, patrols, lighting, gates, fences, or other forms of security unless required by law. If you, your occupants or your guests are affected by crime, you should report to the appropriate local law enforcement agency.

No security system, including controlled access gates, courtesy patrol services or electronic intrusion safety devices can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by a person with a criminal intent. Further, even if the owner is aware of a problem with security devices, repairs to such devices cannot always be completed immediately. Therefore, residents should always proceed on the assumption that no security systems exist.

If security systems, security devices or patrol services are used at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism. Any patrol service that may be provided is made up of unarmed independent contractors that have no greater authority under the law to restrain or arrest criminals than the ordinary citizen.

We do not warrant that any security systems, security devices or services employed at this community will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, we reserve the right to reduce, modify or eliminate any security system, security devices or services (other than those required by statute) at any time; and Resident agrees that such action shall not be a breach of any obligation or warranty.

If controlled access gates or intrusion alarms are provided, Resident will be instructed by Management, or furnished written operating instructions. It is Resident's responsibility to become familiar with proper operation and to bring any questions to the attention of Management. Further, Resident agrees to promptly notify Management in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms and any other safety-related device.

Revised March 15, 2019

If Resident's apartment is equipped with an intrusion alarm, Resident agrees to be responsible for all fines, penalties and other charges resulting from or attributable to the alarm, including false alarm charges. Resident acknowledges that any furnished intrusion alarm offered in the Residence or on the Property is for the sole purpose of protecting the Owner's Property and not for the security, safety or welfare of the Resident or any guest or occupant of the Resident. Property Management/Owner acknowledges that it shall remain in compliance with state statutes regarding security devices required by law.

Acknowledgment by Resident:

I have read, understand and agree with the above notice. I have received no representations or warranties, either expressed or implied, as to the overall safety of the property and/or any security system on the property. Neither the owner nor the owner's agents or representatives have, in any way, stated or implied to me that security of person or property is provided, promised or guaranteed or that the apartment community was or will be free from crime.

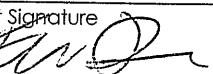
I further acknowledge that neither the owner nor the owner's agents or representatives are obligated under any circumstances to respond to any signal from an intrusion alarm system. The responsibility for protecting myself, my property and my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.

I also acknowledge that I have received and will review the attached brochure entitled *Personal Safety Tips*.

Unless otherwise provided by law, I hereby release and hold harmless Management from claims arising out of criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. I acknowledge that neither the owner nor the owner's agents or representatives are liable to me based upon any claim that adequate security was not provided to me. I acknowledge that the foregoing shall also be binding upon occupants of my apartment or guests I or occupants of my apartment bring to the apartment community and heirs of me or occupants of my apartment. I acknowledge that my lease is a written contract and that I have the responsibility to read it and ask necessary questions before I sign it. I acknowledge that I have had the opportunity to do so. I also acknowledge that the owner's agents and representatives do not have authority to make changes or modifications in the terms of this document. This acknowledgement cannot be altered or enlarged by oral agreement.


Resident Signature

2/27/2020
Date


Resident Signature

2/27/2020
Date


Resident Signature

2-27-2020
Date

Resident Signature

Resident Signature

Resident Signature

Owner's Representative

Applicant

175

1. Completed Application
2. City of North Miami Internal Forms
a. Notice of Collecting Social Security Numbers
b. Conflict of Interest Disclosure
c. Unemployed Applicant's Affidavit
d. Non-Occupant Affidavit
e. Authorization to verify Information
f. Authorization for the Release of Information
3. ETBRA Self-Certification of Annual Income
4. Duplication of Benefits Agreement
5. ETBRA Property Owner Certification
6. Proof of income if any <i>Ariana</i> ✓
7. Proof of loss or reduction of income
8. Households Members Identification
9. Lease Agreement
10. If Self-Employed
a. Profit & Lost Statement
b. Affidavit of loss or reduction of income
c. Six (6) most recent bank statements
11. Additional documentation (if required or provided)

Reviewer's Initials:

KF

Review Date: 1/22/21

Co-Applicant/Household Member over 18 years old

HM-1 HM-2

City of North Miami Internal Forms
a. ETBRA Self-Certification of Annual Income
b. Notice of Collecting Social Security Numbers
c. Conflict of Interest Disclosure
d. Unemployed Applicant's Affidavit
e. Authorization to verify Information
f. Authorization for the Release of Information

✓	
✓	
✓	
✓	

Reviewer's Initials:

KF

Review Date: 1/22/21

City Internal Process

1. Correspondence Sheet
2. Check
3. Invoice
5. Award Letter
4. ETBRA Check List
1. Vendor Registration Form & W9

Reviewer's Initials:

Review Date: _____



Fidel Diaz

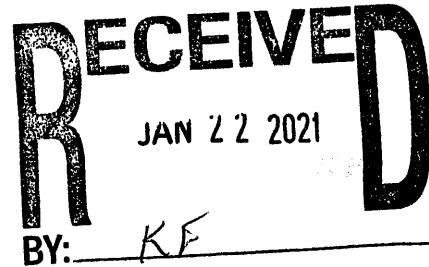
EMERGENCY TENANT-BASED RENTAL ASSISTANCE PROGRAM (ETBRA)

Housing & Social Services Department
13753 NW 7th Avenue, North Miami, Florida 33168-2903
(305) 893-6511 ext. 20000

APPLICATION CHECKLIST

Online applications are available for printing at www.NorthMiamiFL.gov/COVID19Relief
Physical applications can be picked up and returned upon completion at the Housing and Social Services
Department between the hours of 9:00 a.m. and 2:00 p.m.

- 1) Completed application form (be sure to sign, notarize and date) ✓
- 2) City of North Miami, Housing & Social Services Internal Forms:
 - Notice of Collecting Social Security Numbers; ✓
 - Conflict of Interest Disclosure; ✓
 - Unemployed Applicant's Affidavit; ✓
 - Non-Occupant Affidavit; N/A ✓
 - Authorization to Verify Information; ✓
 - Authorization for the Release of Information; ✓
 - All other required form not listed; ✓
- 3) Self-Certification of Annual Income ✓
- 4) Proof of loss or reduction of income due to COVID-19 or proof of hardship
- 5) Duplication of Benefits Agreement ✓
- 6) Property Owner Certification ✓
- 7) Vendor Registration form & W-9 completed by Landlord ✓
- 8) Lease agreement dated prior to February 28, 2020 with no less than one-year term ✓
- 9) Driver's License, and/or Passport, Resident/Green Card, Naturalization Certificate and Social Security Cards for all persons over 18 years of age currently residing in the household ✓
- 10) Birth Certificates (with the parent(s) or applicant's name listed), Passport, Resident/Green Card, Naturalization Certificate and Social security Cards for each current resident under 18 years old



Other acceptable identification: School records (with the parent(s) name and address), Court-ordered Letter of Guardianship, or Letter of Adoption. Note: These must be accompanied with the Social Security Card.

NOTE: Approval is not determined until all items listed above have been submitted. If documents/information is not submitted with completed application at the time of scheduled appointment, your application will not be accepted.