

This Lease Agreement (the "Lease") is executed by and between Forest City Residential Management, Inc., as agent, (hereinafter "Landlord") and the above-named persons (collectively the "Resident") who agree to rent the above-referenced apartment (the "Premises") at Emerald Palms (the "Property") on the terms and conditions set forth herein. Occupancy is limited to Residents and the above-referenced Other Occupants for residential purposes only. Each Resident is jointly and severally liable for the payment of rent and the performance of all other terms of this Lease.

- 1. Term:** The term of this Lease shall begin on the Commencement Date and shall end on the Expiration Date shown above. At Expiration, this Lease shall automatically create a month-to-month tenancy unless: (a) Landlord has provided Resident with written notice of intent not to extend the Lease on a month-to-month basis, which notice must be delivered to Resident at least 30 days prior to the Expiration; (b) The parties have renewed this lease for an additional term; or (c) **Resident has delivered, at least 30 days prior to the expiration of this Lease, a 30 day written notice to Landlord of Resident's intent to vacate the Premises by the Expiration.** Landlord must provide written notice to Resident at least 45 days prior to the expiration of this Lease specifying Resident's obligations to provide notice of intent to vacate the Premises. Failure by Resident to provide such notice of intent to vacate shall be deemed an election to continue the Lease on a month-to-month basis. It is specifically understood that upon Expiration, Landlord has no obligation to offer Resident a renewal on any term or condition and may demand return of the Premises without cause or reason.

Should this Lease create a month-to-month tenancy, the Expiration shall be extended on a month-to-month basis. Any month-to-month Lease may be terminated by either party upon delivering 30 days written notice to the other party. Resident acknowledges that renewal rates and month-to-month tenancy rates may result in an increase in the Rent. Landlord may require the execution of a new lease agreement for a month-to-month tenancy.

- 2. Rent:** The monthly rental payment (the "Rent") shall be the amount shown above. Rent is due in full in advance no later than the first day of each month. Payment is due in the Management Office and should be made payable to "Forest City Residential Management, Inc." In the event that the Commencement of this Lease is a date other than the first day of the month, the Rent for the partial month shall be computed based upon a daily rate equal to 1/30th of the monthly Rent and shall be due upon execution of this Lease.
- 3. Late Fees and Other Charges:** Rent received after the due date will be considered delinquent. If the Rent is received after the third day of the month, the Resident agrees to pay a late fee of \$75 as additional Rent along with the delinquent Rent as permitted by state/local law. Payment of rent with a late fee does not serve as a waiver in any way of Landlord's right to pursue all legal remedies for non-payment of rent after Notice is given pursuant to applicable law.

Resident agrees to promptly replace any check returned by a financial institution for any reason with a cashier's check, certified check, or money order. Resident further agrees to pay \$50 as additional rent plus any late fees, if applicable. If two checks are returned for non-payment during the tenancy, all future rental payments shall be payable by cashier's check, certified check, or money order only.

The acceptance by Landlord of any late or partial payment shall not change the due date or amount of any required payment in the future nor shall it relieve Resident from any obligation to pay the balance of the Rent and any applicable late fees or charges. Any past waivers of late fees or other charges by management shall not relieve Resident from any obligation to pay any applicable late fees or charges.

Resident has paid a non-refundable Administration Fee as shown above.

- 4. Security Deposit:** Upon execution of this Lease, Resident has paid a security deposit (the "Deposit") as shown above. The Deposit will be held in a separate interest-bearing account at Wachovia Bank, 13700 N. Kendall Drive, Miami, FL 33186, consistent with state/local law. Interest will be paid to Resident as follows: 75% of the annualized average interest rate payable on such account.

The Deposit is collected to assure Resident's compliance with the terms and conditions of this Lease. The Deposit shall be held, applied, and refunded as provided herein consistent with state/local law. Resident acknowledges that the Deposit is not the "last month's rent" and cannot be applied by Resident towards

Rent. If any portion of the Deposit is retained by Landlord, written notice to Resident detailing such retention shall be provided as mandated by state/local law. If the Premises is rented by more than one person, Residents agree they will divide any refund among themselves. Landlord may pay the refund to any Resident identified above. It is specifically understood that any Deposit applied by Landlord towards Rent, damages, or other charges does not constitute a limit to Landlord's legal rights to all such sums due.

Resident has the option but not an obligation to be present for a move-out inspection. Failure by Resident to schedule and attend an inspection of the Premises may constitute a waiver of objection and acceptance by Resident of Landlord's assessment of damages as permitted by state/local law.

Landlord will send Resident a Notice of Intent to impose a Claim on Security Deposit by certified mail, if applicable, or will send Resident the Security Deposit pursuant to the following statute:

§FS83.49(3)(a) Upon the vacating of the premises for termination of the lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have 15 days to return said Security deposit together with interest if otherwise required, or the Landlord shall have 30 days to give the Resident written notice by certified mail to the Resident's last known mailing address his intention to impose a claim thereon and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

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

If the Landlord fails to give the required notice within the 30 day period, Landlord forfeits its right to impose a claim on the Security Deposit.

(b) Unless the Resident objects to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of the Landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his claim and shall remit the balance of the deposit to the Resident within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the Security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

5. **Utilities:** Landlord agrees to pay for Rubbish Removal. Resident agrees to pay for Electric and Water/Sewer. Water and sewer bills for apartments will be calculated using a system based on sub-metering of Resident's water and sewer use and will be billed by a third-party billing provider. Water and sewer bills for townhomes will be calculated and billed by Miami Dade Water and Sewer. Estimated common area water and sewer will be paid by Landlord. Each utility service not provided at the expense of Landlord shall be provided to the Premises at the Resident's expense. Resident agrees to pay all utility charges (including utility deposits, service fees and late fees) assessed by utility or third-party billing companies engaged by Landlord (or Landlord in the case of utilities billed to Resident by Landlord or its agent) in connection with the use of all utility services provided to the Premises which are separately metered and/or billed to Resident during the term of this Lease as such term may be extended or the period of occupancy of the Premises by Resident, whichever is longer. Unpaid utility charges assessed by the Landlord, either directly or through a third-party billing provider, shall be paid as additional rent no later than the due date of the next rental payment after receipt of the notice thereof. Furthermore, if Resident fails to pay all utility charges assessed by the utility companies in connection with the use of utility services for which Resident has herein agreed to pay, and the Landlord is billed by the utility company for these utility services, the Landlord may pay these utility charges to such utility company and recover the same from Resident as additional rent.

Resident agrees that as of Resident's move-in date, Resident will have placed all utilities in Resident's name for such utility services. In the event that Resident fails to establish an account effective as of Resident's move-in date, Landlord may, in addition to other remedies available under law, charge Resident for such utility services billed to Landlord for Resident's Premises after the move-in date as additional rent. Landlord reserves the right to select the utility providers.

Resident acknowledges that all utility related charges assessed to Landlord may be used to calculate the amount charged to Resident. Utility bills billed by Landlord or a third-party billing provider generally will be issued on a monthly basis, and may be an allocation of the prior month's bills, multiple months' bills if not yet billed, or an allocation of a rolling average of multiple months' prior bills.

Landlord and Resident agree that, when utility bills are determined using an allocation method or a flat rate, the exact amount of each utility consumed by the Resident (or in the Resident's Premises) that is billed to Resident by the third-party billing provider and the exact amount of the same type of utility used in the common areas cannot be determined precisely, and that the allocation formulas described herein are reasonable estimates of such usage by the Resident and in such common areas. Resident acknowledges that under the billing methods described herein, because it is an estimated allocation, Resident may be paying for utility usage in common areas or apartment units of other residents or underpaying for Resident's own usage.

Resident agrees to pay the administrative fees charged by the third-party billing companies to cover costs incurred in connection with maintenance of Resident's account and sending bills, which may be added to Resident's utility bill, as additional rent.

Resident acknowledges that interruptions in the delivery of utilities do occur and Landlord shall not be liable for any loss or inconvenience caused by any interruption. Resident acknowledges that the availability of continued resident-supplied utilities to the Premises is necessary for the maintenance and safety of the Property and other residents. Suspension by the utility company of resident-paid utilities for non-payment shall constitute a material breach of this Lease.

Resident shall not tamper with, adjust or disconnect any utility system or device. Violation of this provision is a material breach or default of this Lease and shall entitle Landlord to exercise all remedies available under state/local law.

6. **Rent Concession:** If applicable, a rent concession(s) in the amount(s) shown above will be deducted from the Rent during the original lease term subject to the following conditions: (a) The concession will not be applied during any month Rent is delinquent, and (b) If Resident cancels, breaches, or otherwise terminates this Lease prior to the Expiration, Landlord reserves the right to require repayment of any rent concession(s) taken.
7. **Early Termination Option:** Resident is expected to remain a Resident for the entire term specified in the Lease Agreement. If Resident fails to do so, Resident will be responsible to Landlord for all damages provided by law, including but not limited to rent due through the end of the lease term, minus rents paid by a replacement tenant (if any). This amount will vary depending upon how long it takes Landlord to find a replacement tenant. Therefore, this amount cannot be determined in advance and it is difficult to estimate.

To avoid this uncertainty, Resident may choose to exercise an early termination option. Resident may choose to pay a flat fee in advance to terminate the Lease early, rather than remaining liable for rent due through the end of the Lease term. To exercise this option, Resident must deliver to Landlord:

- (a) A written notice stating that Resident has elected to exercise this option;
- (b) A lease cancellation fee equal to two months' rent;
- (c) Rent and other amounts due through the accelerated termination date;
- (d) Repayment of any rent concessions taken.

When Landlord has received the written notice and payment, and has signed the notice, the Lease Expiration Date will be amended. The new Expiration (termination) Date will be the date specified in the notice which must be at least 30 days after the written election and payment are given to Landlord. Exercise of the early termination option will affect only Resident's rent obligations after the accelerated termination date; Resident must comply with all other lease obligations.

The notice will not accelerate the Expiration Date if:

- (a) Resident is in default under the Lease at the time that Resident gives notice of Resident's exercise of the option;
- (b) Resident provides the notice unaccompanied by the fee above; or

- (c) Resident does not properly exercise the early termination option by following the procedure specified above, but vacates the property before the Expiration Date specified in the Lease.

If Resident fails to vacate by the date set forth in Resident's notice, the notice shall be deemed void. As permitted by state/local law, Landlord shall have the right, at its option and without further notice, to evict Resident relying upon the notice, or to continue with the tenancy in accordance with this Lease Agreement. The Landlord shall retain all remedies for non-compliance with the Lease and the Resident shall be liable for any damages for non-compliance as permitted by state/local law.

- 8. Military Personnel:** Resident may terminate the Lease Agreement if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident may terminate the Lease Agreement if:
- (a) Resident is (i) a member of the U.S. Armed Forces or reserves on active duty *or* (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
 - (b) Resident (i) receives orders for permanent change-of-station, *or* (ii) receives orders to deploy with a military unit or as an individual in support of military operation for 90 days or more; *or*
 - (c) Resident prematurely or involuntarily is discharged or released from active duty or state active duty, pursuant to Florida Statute §83.682;
 - (d) Resident is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from Resident's home of record prior to entering active duty or state active duty, pursuant to Florida Statute §83.682;
 - (e) after entering into the Lease Agreement, Resident receives military orders requiring Resident to move into government quarters or Resident becomes eligible to live in and opt to move into government quarters, pursuant to Florida Statute §83.682;
 - (f) Resident receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are not for a period exceeding 60 days, pursuant to Florida Statute §83.682; *or*,
 - (g) Resident leased the apartment, but prior to taking possession of the rental premises, Resident received a change of orders to an area that is 35 miles or more from the location of the rental premises, pursuant to Florida Statute §83.682.

After Resident delivers to Landlord Resident's written termination notice, the termination of the Lease Agreement will be effective on the date stated in the notice that is at least thirty (30) days after the Landlord's receipt of the notice, pursuant to Florida Statute §83.682.

Pursuant to Florida Statute §83.682, Resident's written notice to the Landlord must be accompanied by either a copy of the official military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter, or a written verification signed by Resident's commanding officer.

After Resident moves out, Landlord will return Resident's security deposit, less lawful deductions.

For the purposes of this Lease Agreement, meeting the requirements in both (a) and (b) above or solely (c), (d), (e), (f), or (g) above, will release the qualifying Resident only receiving orders or meeting other requirements during Lease Agreement terms and such Resident's spouse or legal dependents living in the Resident's household. A co-resident who is not Resident's spouse or dependent cannot terminate under this military clause.

Pursuant to Florida Statute §83.682, in the event Resident dies during active duty, an adult member of Resident's immediate family may terminate Resident's Lease Agreement by providing the Landlord with a written notice of termination to be effective on the date stated in the notice that is at least thirty (30) days after the Landlord's receipt of the notice. The notice to the Landlord must be accompanied by either a copy of the official military orders showing Resident was on active duty or a written verification signed by Resident's commanding officer and a copy of Resident's death certificate.

Resident represents when signing this Lease Agreement that: (a) Resident does not already have deployment or change-of-station orders; (b) Resident will not be retiring from the military during the Lease Agreement term; and (c) the term of Resident's enlistment or obligation will not end before the Lease Agreement term ends.

Upon termination of the Lease Agreement under Florida Statute §83.682, Resident is liable for the rent due under the Lease Agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the Lease Agreement. Resident is not liable for any other rent or damages due to the early termination of the tenancy as provided for in Florida Statute §83.682. If Resident terminates the Lease Agreement fourteen (14) or more days prior to occupancy, no damages or penalties of any kind will be assessable.

As permitted by state or local law, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if Resident moves out, less rents from others received in mitigation. Resident must immediately notify Landlord if Resident is called to active duty or received deployment or permanent change-of-station orders.

Delivery of written notice must be (a) by hand delivery, (b) by private business carrier, or (c) by placing the notice in an envelope with sufficient postage and with return receipt requested, and addressed as designated by the Landlord or the Landlord's agent and depositing the written notice in the U.S. mails.

9. **Default:** It is specifically agreed that each obligation of the Lease and Application is material and that violation of any obligation or misrepresentation of any information shall constitute a breach of the Lease. Landlord may, at its option, enforce the performance of this Lease or give notice to Resident of its election to terminate the Lease as permitted by state/local law. If either Resident or Landlord fails to perform any obligation required by this Lease (including but not limited to the timely payment of Rent), the non-defaulting party may exercise all rights and remedies against the defaulting party. Should Landlord pursue judicial action in the event of default, Resident shall be responsible for Landlord's attorney fees to the extent permitted by state/local law. If a collection agent is used, Resident agrees to pay collection costs in addition to other delinquent amounts as permitted by state/local law. Except as may be required by law, neither party shall forfeit or waive any existing or future right or remedy by pursuing such judicial action. The parties expressly agree that the eviction by a court or otherwise of Resident for a breach of this Lease shall not release Resident from liability for payment for the balance of the term of the Lease. If Landlord is granted possession of Resident's apartment by a court of law, and Resident's possessions are removed and placed in storage, Resident agrees to pay for all moving and storage costs.
10. **Abandonment:** If Resident vacates the Premises, leaving personal property within the Premises, Landlord has the unilateral right to dispose of said property as Landlord sees fit in accordance with state/local law.
11. **Notices:** All notices provided herein shall be delivered to Landlord at the Management Office and to the Resident at the Premises. All notices shall be mailed, personally delivered or served as otherwise required by state/local law.
12. **Diplomats:** As a condition of Landlord entering into this Lease, any Resident who has been granted diplomatic immunity by the United States Government shall: (a) Provide a notarized statement signed by the Ambassador or head of the mission of the government to which Resident is attached, in which Resident's government agrees to waive the diplomatic immunity of Resident and indemnify Landlord for any of Resident's obligations arising under this Lease, including but not limited to, payment of rent, late charges, and court costs; *or* (b) Have the option to terminate this Lease in accordance with No. 7 above, Early Termination Option, except that the maximum required notice period for diplomats is 30 days; *or* (c) Remain liable for all lease terms through the Expiration Date.
13. **Parking/Vehicles:** Landlord reserves the right, but not the obligation, to assign or reassign specific parking spaces at the Property. Landlord may also designate specific areas for prospective residents or handicapped parking. Residents, guests or invitees must park in designated parking areas. Unless the Property has assigned parking spaces, parking is on a first come, first serve, basis. Boats, trailers, and oversized vehicles are not permitted on the Property at any time unless Landlord has granted permission in writing.

Prohibited vehicles, abandoned vehicles, inoperable vehicles, unlicensed vehicles, vehicles parked in a space assigned to another, and vehicles parked in a tow-away zone or otherwise impeding traffic may be towed away without notice at the vehicle owner's expense in accordance with state/local law. Motorcycles are not permitted on the sidewalks, in landscaped areas, or in any building at any time. It is expressly understood that Landlord shall not be responsible for any theft or damage to vehicles parked on the Property. Residents, guests and invitees must adhere to posted speed limit signs and notices to vacate any parking areas for maintenance of facilities.

Resident understands that if reserved spaces and/or garage parking are available at the Property, they are assigned on a first come, first serve basis. Landlord may require the execution of a separate parking agreement that may entail an additional fee(s). Landlord makes no representation that sufficient reserved parking or garage space will be available at any particular time.

14. Storage: Resident understands that if supplemental storage is available at this Property, it is assigned on a first come, first serve basis. Landlord may require the execution of a storage agreement that may entail an additional fee(s). Landlord makes no representation that sufficient supplemental storage space will be available at any particular time.

15. Right of Entry: Landlord may enter the Premises to inspect the Premises, make necessary repairs or services, verify occupancy, or show Premises to prospective purchasers or mortgagees. Landlord may also allow a licensed exterminator to enter the Premises for the purpose of pest control. Except in the case of emergency or if it is impractical to do so, Landlord shall give Resident at least 24 hours notice of Landlord's intent to enter the Premises. Upon notice by either party of intent to terminate tenancy, Resident agrees to permit Landlord to show the Premises to prospective residents upon 24 hours notice. Landlord may also enter if the Premises appears to have been abandoned by Resident or as otherwise permitted by state/local law.

16. Alteration of Premises: Resident may not alter or repair the interior or exterior of the Premises in any manner without Landlord's prior written consent. Resident is liable for the cost to repair any alterations made by Resident. Alteration includes but is not limited to painting, wallpaper, or modification of electrical appliances. Commercially available analog or digital TV antennas or antenna less than 39.37 inches in diameter or length may be installed for direct broadcast satellite or fixed wireless signals via satellite so long as installed safely, securely, and entirely within the Resident's Premises and not in any common areas. Waterbeds and aquariums in excess of 35 gallons are not permitted without providing Landlord with acceptable insurance liability insurance.

Locks shall not be changed, altered or replaced nor shall new locks be added by Resident without the written permission of Landlord. Any locks so permitted to be installed shall become the property of Landlord and Resident must promptly provide a duplicated key to Landlord.

17. Maintenance of Premises: Resident has examined the Premises and is satisfied with its physical condition, order, and repair. Within three days of the Commencement Date, Resident shall complete and return to Landlord an Apartment Inspection Report detailing any deficiencies noted with the Premises. Failure to return the Apartment Inspection Report shall be deemed an acceptance of the Premises without exception. Any subsequent damage or deficiency noted by Landlord upon move-out shall be charged to Resident. Upon termination or expiration of the Lease, Resident agrees to surrender the Premises to Landlord in the same condition as it was delivered at the commencement of tenancy, less ordinary wear and tear.

Resident shall maintain the Premises in a neat, clean and undamaged condition and, in particular, shall comply with all applicable provisions of building codes regarding public health and safety. Resident agrees to (a) dispose of all ashes, rubbish, garbage, and waste in a clean and safe manner; (b) use all plumbing, electrical, sanitary, heating, ventilating, air conditioning facilities and appliances in a safe and reasonable manner; and (c) not deface, damage, or otherwise harm any part of the Premises. Any damage(s) to glass on the Premises or in the Common Area caused by Resident, Occupant(s), or Resident's guests shall be paid by Resident. Resident has inspected and tested all smoke detectors and determined them to be in workable condition. Resident shall be responsible for testing smoke detectors on a regular basis, and replacing batteries, unless hard-wired. Resident shall not tamper with, adjust or disconnect any smoke detectors. Violation of this provision is a material breach or default of this Lease and shall entitle Landlord to exercise

all remedies available under state/local law. Resident shall notify Landlord of all repair needs promptly. Resident shall be liable for any damages resulting from Resident's failure to promptly notify Landlord.

Resident acknowledges that it is necessary for Resident to keep the Premises clean and take other measures to prevent infestation by pests, including but not limited to, insects, birds, rodents, and other vermin. Resident agrees to keep the Premises in a clean and sanitary condition to ensure a healthy and safe environment for all residents and occupants, as well as to prevent infestation by insects, birds, rodents, and other vermin. To prevent such infestation, Resident needs to limit food and water sources for insects, birds, rodents, and other vermin. Resident agrees to: (a) promptly and regularly dispose of garbage, trash, and debris. Resident agrees not to accumulate excessive amounts of trash inside the Premises or on the Property; (b) not leave food out and store food in airtight containers; (c) not feed wild birds or other wild animals. They may become pests by leaving toxic droppings on balconies, etc. (d) **immediately** notify Landlord of any infestations by insects, birds, rodents, or other vermin in the Premises or in any other areas of the Property; (e) **immediately** notify Landlord of any plumbing and other water leaks or other moisture problems; (f) comply with any and all instructions given by Landlord and by extermination or fumigation service providers hired by Landlord; and (g) as necessary, discard household items that cause, or contribute to, pest infestation.

If Resident has caused any insect/bird/rodent/vermin infestation by insufficient housekeeping or has aggravated it, Landlord may charge Resident for reasonable extermination, treatment, and/or fumigation costs as permitted by federal/state/local laws. Resident agrees to permit Landlord to periodically inspect the Premises on an "as needed" basis after reasonable notice to Resident under state/local laws for recurring extermination or fumigation services and to verify that Resident has cured insufficient housekeeping and/or pest infestation. **Resident agrees not to apply any pesticides unless it obtains Landlord's permission to apply such pesticides.**

As required by any state or local law, Landlord will notify Resident of extermination or fumigation services with 24 hours advance written notice unless an emergency requires immediate treatment or fumigation. As permitted by federal/state/local laws, Resident shall be responsible for damages to the Premises and to Resident's property resulting from Resident's failure to maintain sanitary Premises, unauthorized use of pesticides, and/or failure to comply with instructions from extermination or fumigation service providers or Landlord. A breach of any of the above-described obligations may be deemed good cause for the termination of Resident's tenancy.

If damage to the Premises from fire or casualty is a result of Resident's negligence, recklessness, or intentional or deliberate actions, Resident will be responsible for payment of the repair and damages to restore the Premises to its original condition. Failure to pay such amount constitutes material breach or default of this Lease and shall entitle Landlord to exercise all remedies available under state/local law.

18. Liens: Resident shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Resident. Resident shall notify all parties performing work on the Premises at Resident's expense that the Lease does not allow any such liens to attach to Landlord's interest.

19. Violating Laws and Causing Disturbances: Resident, Occupant(s), and Resident's guests will not commit any acts or use the Premises or common areas in such a way as to (a) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (b) commit property damage; or (c) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other resident, management staff, contractors or vendors.

As allowed by federal, state, and local laws, Landlord, upon issuance of duly served tenancy termination and/or eviction notices, may terminate this Lease Agreement for criminal activity by any Resident, Occupant, guest, or any other person under Resident's control. Criminal activity includes, but is not limited to, felonies and misdemeanors. Landlord may evict the household and/or otherwise terminate this Lease Agreement regardless of whether there has been an arrest or a conviction for such activity, as permitted by state/local law.

As allowed by federal, state, and local laws, if a Resident or Occupant is listed on a state/county/city/local sex offender registry or it otherwise comes to Landlord's attention that a Resident or Occupant is a registered sex offender, Landlord may evict the household and/or otherwise terminate this Lease Agreement after duly serving eviction or tenancy termination notices.

Engaging in threats of violence and the unlawful discharge of firearms on or near the apartment community premises constitutes a breach of this Lease Agreement.

20. Landlord's Obligation: At all times during the Lease, Landlord shall maintain the Property and the mechanical devices within the Premises in a clean, safe, and workable condition as required by state/local law. Resident shall report all needed repairs to Landlord at the Management Office. Repairs shall be made within a reasonable time following notification during normal business hours. Emergency maintenance service is available after hours to handle requests of a true emergency nature that cannot wait until normal business hours. If such repairs are of an emergency nature, the repairs shall be addressed within a reasonable time under the circumstances. Resident acknowledges that mechanical items do break and that repairs are an ongoing process at any rental property. It is expressly agreed, if Landlord is diligent in its effort to effect repairs, temporary suspension of services within the Premises and on the Property shall not constitute a basis for the termination of this Lease or abatement of Rent, except in situations of extermination as provided for in FS. 83.51(2)(a). As provided by law, Resident shall not make any repairs or hire third parties to make repairs without proper notification to Landlord.

21. Landlord's Liability: Landlord shall not be liable for any injury to any person or damage or loss to any property of Resident, any Occupant, guest or invitee, unless due to the specific negligence of Landlord. Landlord strongly recommends that Resident secure renter's insurance to protect against liability, property damage, and casualty losses. Unless inconsistent with state/local law, Landlord shall not be liable for the loss or damage to Resident's personal property from theft, vandalism, fire, water damage, smoke, Landlord supplied appliances, operating systems, interruption of utility services, or other cause, unless due to the specific negligence of Landlord. If for any reason Landlord agrees to render services such as handling furniture, cleaning, delivering or accepting packages, or providing access, Resident specifically agrees to hold Landlord harmless from all liability in connection with such services.

In the event of damage to the Premises or Property through fire, water, or other casualty, which are of sufficient nature that occupancy cannot be reasonably continued, Landlord may offer Resident alternative premises if such space is available. Resident may, at his/her option, accept the alternative premises, in which event the Lease terms, including but not limited to the timely payment of rent, shall continue in full force and effect. Notwithstanding other provisions in this Lease to the contrary, in the event that no alternative premises are available or Resident elects not to accept alternative premises offered by the Landlord, the Lease may be terminated by Resident without notice. In this event, neither party shall have any further obligation to each other. Any rent paid for the month shall be prorated and the unearned portion refunded to Resident.

22. Pets: No pets are permitted on the Property at any time except by prior written consent of Landlord. Should Landlord agree to permit a pet, both parties must sign a separate agreement, which may entail a separate deposit, additional fee, and/or rent. The keeping of a pet for any duration without written consent shall constitute a material breach of this Lease. Such breach may result in the termination of the Lease by Landlord and eviction from the Premises.

23. Acknowledgment of Security Policy: Resident acknowledges that neither Owner nor Landlord has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.

Resident acknowledges that neither Owner nor Landlord warrants or guarantees the safety or security of Residents, Occupants, and their guests or invitees against the criminal or wrongful acts of third parties. Each Resident, Occupant, guest, and invitee is responsible for protecting his or her own person and property.

Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely on such

devices or measures and should protect themselves and their property as if these devices or measures did not exist.

Resident acknowledges receipt of a pamphlet entitled *Resident Safety* and a personal security video. Resident agrees to return the video to the Management Office after it has been viewed by Resident and Occupants.

- 24. Assignment:** Resident shall not sublet, transfer, or assign this Lease, the Premises, or any part thereof, without Landlord's prior written consent. If Landlord agrees to an assignment, the assignee(s) must apply for residency and meet the resident selection criteria. No assignment shall be valid hereunder unless in writing with Landlord's prior written consent.
- 25. Guests:** Occupancy by guests for more than fourteen (14) days within any 30-day period is prohibited without Landlord's written consent and will be construed as a breach of this Lease. Resident acknowledges that Resident shall be held responsible for the actions of Resident's guests that violate the Lease or Rules and Regulations. Resident acknowledges that the Rules and Regulations pertaining to visitors are material to this Lease and that violations shall be considered material and may result in termination of the Lease.
- 26. Rules and Regulations:** Resident agrees to comply with all occupancy Rules and Regulations governing the Property whether now in effect or hereinafter promulgated and delivered to Resident. Resident acknowledges receipt of the Rules and Regulations in effect as of the date hereof, which are attached to and incorporated into this Lease Agreement.
- 27. Recreational/Fitness Facilities:** If Landlord maintains recreational and/or fitness facilities, Resident agrees to strictly comply with all Rules and Regulations as issued by Landlord. Landlord reserves the right to revoke or suspend the use of any recreational and/or fitness facilities due to the violation of said Rules and Regulations. Resident, Occupant(s), and Resident's guests shall assume the risk of all use of any of Landlord's recreational and/or fitness facilities. Landlord shall not be responsible for any injuries, damages or losses sustained by Resident, Occupant(s), or Resident's guests. Landlord reserves the right to suspend the use of any recreational and/or fitness facilities for the purpose of repairs or modifications. Such action shall not form a basis for a claim for damages, for the termination of this Lease, or for a reduction or abatement of the Rent herein.
- 28. Entrance Access Devices:** All devices (access cards, codes, keys, etc.) issued to Resident for access to common areas, garages, apartments, etc. are the property of Landlord to be utilized solely by and held in possession of the Resident and authorized Occupants. These devices may be subject to additional Rules and Regulations as issued by Landlord. If Resident provides an entrance device to any person without authorization, other than a key to Resident's individual rental apartment (the Premises), it shall constitute a material breach of this Lease Agreement and Landlord may terminate tenancy.
- 29. Holdover Tenancies:** A holdover tenancy will be created if the Resident fails to turn in keys and vacate the Premises on or before the termination or Expiration of the Lease Agreement and Resident will be assessed an amount in accordance with state/local law. If Resident fails to vacate on or before the date set forth in any termination notice given by either Resident or Landlord, Resident shall be liable for liquidated damages as permitted by state/local law.
- 30. Delivery of Premises:** In the event Landlord is not able, through no fault of its own, to deliver the Premises to Resident at the time called for herein, the rent shall be abated on a pro-rata basis until such time as occupancy can be obtained. Any abatement shall constitute full settlement of all damages caused by such delay or the Landlord, at its election, shall be allowed reasonable time to deliver possession of the Premises. If Landlord cannot deliver such possession within 30 days from the beginning of said term, either Landlord or Resident may terminate this Lease by giving written notice to the other, and any payment(s) made under this Lease shall be refunded.
- 31. Waiver:** The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

32. Disclosure: Forest City Residential Management, Inc., 50 Public Square, Suite 1200, Cleveland, Ohio 44113, is authorized to manage the Premises and Property, receive rents, execute leases, enforce leases, and receive legal notices, as agent for the owner of the property.

33. Change in Ownership/Subordination: Resident hereby agrees that Resident will recognize Forest City Residential Management, Inc., as his/her Landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which this apartment is contained upon any foreclosure of any deed of trust upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such deed of trust. If requested, Resident shall execute and deliver an instrument or instruments confirming its attornment as provided for herein; provided, however, that no such beneficiary or successor-in-interest shall be bound by any payment of rent for more than one (1) month in advance, or any amendment or modifications of this Lease made without the express written consent of such beneficiary.

34. Severability: If any section, subsection, clause, phrase or covenant of this Lease is determined to be unconscionable, unenforceable, or in violation of local law, such provision shall become null and void. The parties expressly understand that the invalidation of any provision herein shall not affect the remainder of this Lease Agreement which shall remain in full force and effect. This Lease shall be construed and enforced in accordance with the laws of the State of Florida and the County of Dade.

35. Additional Provisions:

Radon Gas: Landlord is required by F.S. 404.056(8) to provide the following notification to Resident: “Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

Waiver of Jury Trial: Landlord and Resident hereby irrevocably waive trial by jury in any action, proceeding or counterclaim brought by either party against the other as well as third-party claims against the principals of either party in the event either party is a business entity, or any matter whatsoever arising out of or in any way connected with this Lease Agreement, its enforcement or interpretation, the relationship of the Landlord and Resident, or Resident’s use and occupancy of the Premises including but not limited to any and all claims for injury or damage.

The Landlord, its agents, and employees are pledged to both the letter and spirit of the U.S. policy for the achievement of equal housing opportunity throughout the nation. Landlord strictly abides by all applicable Federal, state, and county laws. Management does not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, or any other protected classes under state/local law.

RULES AND REGULATIONS

SIGNS AND NOTICES	No advertisements, signs, or other notices may be posted on bulletin boards and/or areas provided for this service unless first approved in writing by Landlord. No advertisements, signs, notices or similar items may be placed on walls, callboards, mailboxes, apartment doors, windows, or any common areas except as herein stated.
NOISE, DISTURBANCES, ETC.	The loud playing of stereos, televisions or musical instruments is discouraged, and any noisy or boisterous conduct that would disturb the peace and quiet to which other residents are entitled is prohibited.
PROPER ATTIRE	Residents and guests will wear proper attire in halls, on lawns, and in all other common areas.
SOLICITATIONS	Solicitation is not permitted on the property. Any solicitors or suspicious persons should be immediately reported to the Management Office.
PETS	<p>No dogs, cats, or pets of any kind are permitted on the Premises without Landlord's approval. The execution of a Pet Agreement and payment of any applicable pet deposit(s) and/or fee(s) may be required. Certain types, breeds and/or sizes/weight may be prohibited. Pets may be permitted on certain floors and/or buildings only.</p> <p>Residents are responsible for informing their visitors that visitors' pets are not allowed on the Premises. Residents are not permitted to use their apartments to care for pets belonging to other persons.</p>
ENTERING AN APARTMENT	A resident's consent to enter should be on file in the Management Office for general maintenance to be completed by property personnel. Deliveries and/or outside service companies will not be permitted to enter Resident's apartment in Resident's absence without Resident's express written consent for each delivery and/or service. Permission to enter an apartment is not required in case of emergency.
MOVING	Moving of furniture and household goods into and from the Premises is restricted to the hours and days prescribed by Landlord and may be restricted to designated doors and/or elevators. Use of elevators for moving purposes must be scheduled with the Management Office.
PAINTING AND REDECORATING	Residents may paint apartments only with prior written approval of Landlord and only in standard colors. It is understood that when Resident vacates, walls must be restored to the original color or Resident will be charged for any additional coat(s) of paint.
WINDOW COVERINGS	Window coverings are to be at least three inches from all registers. The side facing out must be white to promote uniformity in the external appearance of the property. Windows may not be covered with aluminum foil or any other type of tinting/darkening product. At no time may window coverings furnished by Landlord be removed.
NAILS IN WALLS	No spikes or hooks shall be driven into the walls and/or woodwork. Small nails may be used for the purpose of hanging pictures unless other devices are recommended by Landlord. Fixtures used for hanging window coverings are permitted.
CHANGES TO STRUCTURE, EQUIPMENT, OR APPLIANCES	No mechanical, electrical, plumbing or structural equipment or major appliances or configuration on any part of the Premises may be altered, modified, installed or removed without express written consent of Landlord. Resident shall be responsible for all costs for repair or replacement of any unauthorized removals or changes.

BALCONIES, PATIOS & WINDOWS	Patios or balconies must be neat and clean at all times. Bicycles, motorcycles, boxes and/or equipment may not be stored on patios or balconies. Grills may not be used or stored on balconies or patios. Towels and laundry may not be hung within patios and balconies or from balcony railings. Flower planters must be hung inside balcony railings. Furniture, other than acceptable lawn furniture, shall not be kept on balconies or patios. Carpeting is prohibited. Resident will not allow anything whatsoever to fall from the balconies, patios, or windows of the Premises. Bird feeders are prohibited. Exterior window sills must be kept clear at all times.
TRASH AND RUBBISH	Dispose of trash ONLY in areas prescribed by Landlord. Boxes and cartons must be broken down and placed directly in trash bins. No trash, bottles, or papers shall be left in any utility room, hall, elevator, or other common area. Do not sweep dust, dirt, or trash into a common area or dispose of from windows, doors, or balconies. Landlord reserves the right to bill Resident for removal of garbage/trash left in an unauthorized area. Adhere to all recycling procedures prescribed by Landlord.
USE AND CARE OF PLUMBING FIXTURES	The toilets, bathtubs, sinks, and garbage disposal shall be used only for their intended purpose. The Resident shall pay for any damage resulting from any type of misuse whatsoever.
WIRING, CONDUIT & UTILITY LINES	Running exposed wires or fixtures in violation of electrical code is prohibited. Resident shall report any defects in utility lines (gas, water, electrical) to Landlord immediately.
COOKING	Cooking or baking shall only be done in the kitchen or other areas expressly designated by Landlord. Cooking food on balconies and/or patios using hibachis, grills, etc. is prohibited.
OBSTRUCTION OF PASSAGEWAYS	The lobbies, sidewalks, entries, passages, vestibules, halls, stairways and/or elevators shall not be obstructed or used for any purpose other than for entering and leaving the respective apartments and buildings. Personal property shall not be left in halls, walks, entrances, or any other common area. Loitering or lounging is strictly prohibited.
SMOKING	Smoking is not permitted in interior common areas. All cigarettes must be properly extinguished and disposed.
PLAY AREAS	Play is permitted only in designated areas, not in vacant apartments or in common areas such as lobbies, elevators, halls, walks, or parking lots.
INSURANCE	Insurance coverage maintained by Landlord does not protect Residents from loss of personal property. Resident is advised to obtain insurance protecting his/her personal property.
AMENITIES	Regulations governing amenities are posted in the respective areas. Persons using amenities do so at their own risk. Landlord does not assume responsibility for any accident or injury in connection with such use, and shall not be held liable for any losses, expenses, damages, or costs suffered or incurred or in any way arising from such use.
HAZARDOUS SUBSTANCES	Inflammable, combustible, and explosive fluids, chemicals, or substances shall not be kept in the apartment, on the balcony, or in any storage area except those intended and required for normal household use.
ENERGY CONSERVATION	Reasonable efforts must be made to conserve energy resources. Resident shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the Premises.

LOCKOUTS	A lockout fee may be assessed if a Resident requires assistance after office hours. This charge will be in addition to monthly rent and will be billed by the Management Office. No money is to be paid to any management employee at the time of the lockout.
CAR CARE	Washing, repairing, or lubricating vehicles on the premises is not permitted except in areas as may be designated by Landlord.
PRIVATE WORK FOR EMPLOYEES	Residents are not permitted to request Landlord's employees to perform work of a private nature.
WILD/STRAY ANIMALS	Feeding of stray/wild animals is prohibited.
PARKING DECALS	Parking decals are provided for residents' vehicles. The decal must be displayed on the vehicle's rear window and remain clearly visible when parked on the property. Vehicles not bearing decals may be towed at the owner's expense.
DOORS AND WINDOWS	Doors affording access to the Premises must be kept closed at all times except when being used for ingress and egress. Apartment windows must be kept closed during inclement weather and when the apartment is unoccupied.
ADDITIONAL POLICIES	All residents shall be governed by such additional policies as Landlord may publish from time to time. Such additional policies will carry the same weight and obligation as the rules and regulations listed herein. Resident shall follow such rules, regulations, and policies as may be posted in buildings, recreational areas, and common areas, and shall direct family, visitors, invitees, licensees, and agents to also comply.