



LEASE AGREEMENT The Landings at Patrick

Date:

Your application has been approved and we are pleased to welcome you. For your protection and ours, it is necessary that you and all other members of the community comply with the provisions of this Agreement and with the requirements of the Florida Residential Landlord and Tenant Act Sections 83.40 to 83.682. If there is any conflict between this Agreement and the Act, the Act shall govern.

THIS AGREEMENT is by and between HP Communities hereafter called LANDLORD; and called TENANT(S), who are jointly and/or severally responsible for the terms and conditions of this Lease Agreement. NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, LANDLORD AND TENANT(S) agree as follows:

1) MONIES DUE FROM TENANT(S),

Security Deposit (at Move-in)	\$	<u> </u> <u> </u> <u> </u> <u> </u>
Monthly Rent	\$	<u> </u> <u> </u> <u> </u> <u> </u>
Pro-Rated Rent From: (FROM _____ TO _____)	\$	<u> </u> <u> </u> <u> </u> <u> </u>
Pet Fee (if applicable)	\$	<u> </u> <u> </u> <u> </u> <u> </u>
Other Charges/Credits:	\$	<u> </u> <u> </u> <u> </u> <u> </u>
TOTAL DUE AT MOVE IN	\$	<u> </u> <u> </u> <u> </u> <u> </u>

2) PREMISES, LANDLORD hereby leases to TENANT(S) and TENANT(S) hereby lease from LANDLORD, the premises known as

3) OCCUPANTS, The apartment will be occupied by TENANT(S) and

4) TERM. The initial term of this Lease is TWELVE (12) MONTHS and 0 DAYS, commencing on and expiring on .

5) RENT. The total rent for the initial term of this Lease is: **Total Annual Rent (\$)** which includes pro-rata rent of **Pro-rate Rent (\$)** for Number of days, and the balance payable in equal monthly installments of **Monthly Rent (\$)**. The monthly rental payments are made payable in advance, without demand, and in full without pro-ration or set off, on the **1st day of each calendar month** at the office of the LANDLORD, or such other place designated in writing by LANDLORD. A **five percent (5%)** additional rent is due and payable if rent payment is delinquent; defined as not paid by midnight on the third (3rd) day of each month. A payment of **Fifty dollars (\$50.00)** will be due and payable for any check returned or dishonored by any bank for any reason.

6) UTILITIES. Utilities are () are not (x) included in the rent. If utilities are not included in the rent, the TENANT(S) shall pay any deposits required by utility companies not provided by the LANDLORD. LANDLORD is not liable for failure to provide named utilities, or for the interruption of same, if such failure is beyond the control of the LANDLORD. **TENANTS(S) agree to maintain electric, gas and water services in the premises if they are not included in the rent.**

7) RENEWAL TERMS. Either party may terminate this Lease Agreement at the end of the initial term, or any subsequent term thereafter, by giving the other at least Sixty days (60) days prior written notice. If no notice is given, the term of this agreement shall be extended for a maximum period of twelve (12) months on the same conditions for self-renewing terms of month-to month.

8) DELIVERY OF POSSESSION. The LANDLORD will make every effort to deliver the leased premises to the TENANT(S) on BEGINNING DATE OF THIS Lease Agreement. If however, the LANDLORD is unable to deliver possession of the premises to the TENANT(S) due to circumstances beyond the control of the LANDLORD, the LANDLORD is not liable for any damages incurred by the TENANT(S) except that rent will be abated on a daily basis until the TENANT(S) receive possession of the premises. If the LANDLORD is unable to deliver possession of the premises or provide similar premises acceptable to the TENANT(S) within seven (7) days after the beginning date of this Lease Agreement, your security deposit and all prepaid rent will be refunded to you and this Lease Agreement will be terminated.

- 9) **SECURITY DEPOSIT.** Your security deposit will be held as security for the complete and faithful performance of the terms and conditions of this Lease Agreement, including but not limited to the return of the leased premises to the LANDLORD at the end of the original or renewal term, together with all keys, fixtures, facilities and appliances in the same condition as received, except for normal wear and tear, in accordance with the obligations imposed on TENANT(S) by Florida Landlord Tenant Code Annotated Sections 83.40 to 83.66 . After termination of this Lease Agreement AND delivery of possession of the premises to the LANDLORD, and after full payment by TENANT(S) of all rent or other monies due the LANDLORD, your security deposit will be returned to you, less any necessary deductions, within 30 days with any interest due and an accounting for any deductions as provided by Law. In the event the security deposit is not sufficient to cover costs incurred by the LANDLORD because of damages or otherwise, TENANT(S) agree to pay any additional sums due promptly upon LANDLORD's billing to TENANT(S) for same. If TENANT(S) defaults with any provision of the Lease Agreement, or the statutory obligations, LANDLORD may terminate the Lease Agreement, and may apply all or part of the security deposit to the payment of accrued rent and the amount of any damages which have been suffered, which includes but is not limited to physical damages, appropriate charges to TENANT(S) not previously reimbursed to the LANDLORD, actual damages for breach of this Lease Agreement, and Thirty-three Percent (33%) attorney's fees and costs. TENANT(S) may not apply security deposit against rental payments or other amounts owed to the LANDLORD.
- 10) **RENTAL INCREASE OR DECREASE DURING RENEWAL TERM:** If there is to be a change in the rental amount, increase or decrease, it would occur on the anniversary date of the commencement date of this Lease Agreement, and sixty (60) days notice would apply. The increase or decrease in the rental amount does not in any way affect the automatic renewal provision of this lease, nor does it in any way breach or change any other terms or conditions of this contract.
- 11) **EARLY TERMINATION OF LEASE BY TENANT – MILITARY CLAUSE:**
It is mutually agreed that the Tenant, in the military service, may terminate this lease if the Tenant retires, is released from active duty, is transferred (PCS) beyond a 25-mile radius of Patrick Air Force Base (PAFB) Florida, or is ordered to occupy public quarters. In such cases, the Tenant will furnish the Landlord a copy of his official orders not less than thirty (30) days before such termination date unless such notification cannot be made at no fault of the Tenant (i.e., short notice assignment). This Lease will also terminate upon the Tenant's receipt of orders for deployment for more than ninety (90) days at the option of the Tenant residing in a housing unit upon the deployment. Additionally, this Lease will terminate on the Tenant's death, at the option of the surviving spouse or personal representative. Tenant's Family Members residing in the Premises on the death of a Tenant shall have the right to elect to either terminate this Lease or extend it, at the same rent, for a maximum period of twelve (12) months from the month of the Tenant's death.
- 12) **BUSINESS TRANSFER:** If circumstance where a Tenant may be required to move to an area at least fifty (50) miles from the rental unit, Landlord will accept termination upon the following conditions:
1. Thirty (30) days written notice effective on the 1st of the following month.
2. Notarized statement from an officer or tenant's employer, or person responsible for the move, on employer's company letterhead.
3. Security deposit will be forfeited.
4. Payment, at the time of Tenant's 30-day written notice, of a penalty in the amount of one month's rent, which will be in addition to all rent due through the expiration date of the thirty (30) day notice.
- 13) **SMOKE DETECTORS:** In premises furnished with smoke detectors, management will repair malfunctioning equipment with the exception of battery replacement. It is the responsibility of the resident to replace batteries where and when needed. Tenant agrees that smoke detectors are in the premises and work properly at time of possession.
- 14) **INSPECTION AND CONDITION:** You have or will receive a list of any existing damages to your apartment. This list is accepted by you as correct unless, within five (5) days of its receipt, you notify the LANDLORD in writing of any other existing defects or damages. At the termination of this Lease Agreement, you shall promptly vacate the Leased Premises, remove all personal property, and leave it in the same condition as when received, except for reasonable wear and tear.
DAMAGES TO PREMISES – The LANDLORD will make all repairs to keep the leased premises in fit and habitable condition with reasonable promptness after receiving written notice from you of necessary services. In the event of damage or defects to the lease premises or its equipment, other than reasonable wear and tear, you will be held responsible and agree to pay promptly all costs incurred by the LANDLORD in making necessary repairs. You agree to notify the LANDLORD immediately of any damage or defect to the lease premises or its equipment, whether caused by you or not, so that necessary repairs can be made to prevent further damage or deterioration. If you fail to notify the LANDLORD promptly and further damage or deterioration results, you may be held liable for such further damage or deterioration and its repairs.
- 15) **ACTION BY LANDLORD UPON DEFAULT BY TENANTS(S).** Any material noncompliance committed by you, your children or your family members, or by your guests or invitees, with any obligation imposed upon TENANT(S)

by the terms and conditions of this Lease Agreement, the Rules and Regulations, or Florida Law, may at the option of the LANDLORD, be grounds for termination of your right to continue to live in the Leased Premises.

In accordance with SECTION 83.40 to 83.682 of the Florida Statutes, as amended, the applicable section of the FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT, if you fail to pay your rent after the expiration of the three (3) day period stated in the notice served on you (exclusive of Saturday, Sundays and legal holidays), you are in default and the LANDLORD may terminate this Lease Agreement in accordance with the Law

Landlord may terminate the lease upon seven (7) days written notice to tenant if Tenant fails to perform its obligations under the Lease, and the failure is such that Tenant should not be given an opportunity to correct it or the failure occurs within 12 months of a written warning by Landlord of a similar failure. Examples of such failures which do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of Landlord's or other Tenant's property by an intentional act or a subsequent or continued unreasonable disturbance.

Except as provided above, Landlord may terminate the lease if Tenant fails to perform any other obligation under the Lease and the default continues for more than 7 days after delivery of written notice to Tenant from Landlord specifying the default. Upon termination of the Lease Agreement, the LANDLORD may, in addition, seek money judgment for any physical damages there may be to the leased premises or the Community. The LANDLORD may further seek a money judgment for any actual damages sustained as a result of your default and breach of the Lease Agreement, including but not limited to rent for the balance of the term of this Lease Agreement, or until the leased premises is re-rented. Upon termination of the Agreement, your security deposit will be handled as provided in this Lease Agreement.

- 16) **USE AND OCCUPANCY.** The leased premises shall be used and occupied solely as a private residence by you and only those others listed in this Lease Agreement in such manner as to comply with all local, state and federal laws. The leased premises shall not be used for any disorderly or unlawful purposes or in any manner offensive to any other resident of the Community or otherwise in violation of the LANDLORD's Rules and Regulations, as made a part of this lease agreement. You agree not to commit or permit any act which will unreasonably interfere with the rights, comfort or convenience of other residents of the community.
- 17) **ACCESS.** In case of emergency, the LANDLORD reserves the right to enter the leased premises at any time without notice to protect life and prevent damage. You agree to not unreasonably withhold access when requested in order to inspect the leased premises, make/supply necessary or agreed repairs, decorations, alterations or improvements, or agreed services or exhibit the lease premises at reasonable hours during the last thirty (30) days before the expiration of this Lease Agreement or any renewal in order for the LANDLORD to redecorate, repair and show the leased premises to prospective residents. The request by Tenant to Landlord for repairs within the leased premises constitutes permission to enter to do requested repairs.
- 18) **HOLDING OVER.** In the event tenancy is terminated for any reason provided in this Lease Agreement, and you remain in possession thereafter, you shall be considered a hold-over tenant and the LANDLORD shall have the right to remove you and your possessions from the premises as provided by law in order to regain possession of the premises. Further, you will be responsible for all damages sustained by the LANDLORD as well as for the payment of the fair market rent as determined by court of law and all attorney and legal fees afforded under Florida law.
- 19) **ALTERATIONS – PROTECTIVE DEVICES.** Except as provided below, you may not remodel or make structural changes to the leased premises or attach or remove any fixtures or equipment without the prior written consent of the LANDLORD. Unless written permission is granted by LANDLORD, upon expiration of your tenancy, you shall remove all fixtures and equipment added by you and return the leased premises to its original condition at the beginning of your tenancy, all at your cost and expense. In the event you fail to do so, the LANDLORD may make all necessary repairs and bill you for the same. You agree to pay such costs immediately upon billing by the LANDLORD. EXCEPTION: If you wish to install additional security, safety or fire protection devices, you may do so with the prior written consent of the LANDLORD, provided the installation causes no permanent damage to any part of the leased premises and you provided the LANDLORD with a duplicate of all keys and instructions to the devices so that LANDLORD's ability to provide you with routine and emergency services is not restricted.
- 20) **NOTICE OF ABSENCE.** You must give LANDLORD notice of an anticipated extended absence of TENANT(S) from the leased premises in excess of seven (7) consecutive days. You agree that during any such absence from the leased premises, LANDLORD may enter the leased premises at times reasonably necessary to protect the premises and any property belonging to the LANDLORD. If you fail to give such notice, and damage occurs in or to the premises, LANDLORD may recover any actual damages sustained.
- 21) **RECREATIONAL FACILITIES.** Any recreational facilities located in the community are not a part of this Lease Agreement and are available to you merely as a convenience. The LANDLORD shall not be liable for failure to operate; or an interruption in the operation of recreational facilities and reserve the right to close them at any time. ALL PERSONS USING RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK.
- 22) **PERSONAL PROPERTY.**

A. All personal property of the TENANT(S) which is placed in the leased premises, storage rooms or in any other part of the LANDLORD's property, shall be at the sole risk of the TENANT(S), or parties owning the same. LANDLORD shall not be liable for loss, destruction, theft of or damage to such property. LANDLORD RECOMMENDS THAT TENANT(S) OBTAIN INSURANCE COVERAGE FOR THEIR PERSONAL PROPERTY SUCH AS "RENTERS INSURANCE."

B. Any items of personal property belonging to TENANT(S) which are left in the leased premises, after TENANT(S) vacate the premises, will be considered abandoned property and will be stored or disposed of as the LANDLORD deems appropriate, in accordance with applicable law. Further, during the term of this Lease Agreement or renewal thereof, if you remove or attempt to remove personal property from the leased premises, other than in the normal course of continued occupancy, without first paying all monies due to the LANDLORD, the leased premises may be considered abandoned; and the LANDLORD has the right to store or dispose of any property left in the leased premises and hold the TENANT(S) responsible until a new rental begins.

- 23) **PARKING.** The LANDLORD's ability to maintain the appearance of parking areas requires that TENANT(S) not use parking areas to repair vehicles. If allowed at all, boats and trailers may only be parked in area(s) designated by the LANDLORD. If a designated car wash area has been set aside, only that area may be used for washing vehicles but may not be used for repairing vehicles.
- 24) **ELECTRIC LIGHT BULBS.** LANDLORD shall supply leased premises with electric light bulbs, fuses and florescent starters at the time of move in. TENANT(S) agree to provide replacements thereafter.
- 25) **LIABILITY OF LANDLORD.** LANDLORD is not liable for matters outside the dominion or control of LANDLORD, provided that there is no negligence on the part of the LANDLORD, including but not limited to failure of utilities or services; acts of GOD; and any injuries or damages to persons or property either caused by or resulting from falling plaster, dampness, overflow, or leakage upon or into the leased premises of water, rain, snow, ice, sewage, gas or electricity, or by any breakage in malfunction of pipes, plumbing, fixtures, air conditioners or appliances, or leakage, breakage or obstruction of soil pipes, nor for any injury or damage from any other cause. In addition, LANDLORD shall not be liable under any circumstances for TENANT(S) failure to provide LANDLORD with prompt notice of any such conditions existing in the leased premises or the community. TENANT(S) releases LANDLORD from liability and indemnifies LANDLORD against all liabilities, expenses and losses incurred by LANDLORD or TENANT(S) as a result of (a) your failure to fulfill any condition of this Lease Agreement; (b) any negligent act by you or your invitee; (c) your failure to comply with any requirements imposed by any governmental agency; and (d) any judgment, lien or other encumbrance filed against the leased premises as a result of your actions.
- 26) **SUBLEASING.** Subleasing is not permitted without the prior written consent of the LANDLORD.
- 27) **FIRE OR CASUALTY DAMAGE, CONDEMNATION.** TENANT(S) shall not commit or permit any hazardous act that might cause fire or increase the rate of insurance on the leased premises or the community including, but not limited to, the storage of combustible materials, motorcycles or other gasoline driven vehicles on patios or any area in any building, and the burning of barbecue grills within fifteen (15) feet of any building. If the leased premises become uninhabitable by reason of fire or casualty damage not caused by TENANT(S) or TENANT's invitee, LANDLORD will either (a) suspend the rent until the leased premises are restored to a habitable condition; or (b) terminate this Lease Agreement as of the date of the fire or casualty damage at the LANDLORD's option or with TENANT(S) written notification of same received by LANDLORD within fourteen (14) days after the damage. LANDLORD is not obligated, and may choose not to rebuild, or restore the leased premises. In the event this Lease Agreement is terminated by either party under this clause, LANDLORD shall return all security and prepaid rent, plus accrued interest recoverable by law with proper accounting of same to TENANT(S). If the leased premises or any part is taken by condemnation, the Lease Agreement shall terminate on the date it is taken and rent shall be apportioned as of that date. LANDLORD is not liable in this event for any inconvenience or damage nor shall TENANT(S) have claim against the LANDLORD for the value of the unexpired term or any portion of a condemnation award. LANDLORD shall return all security and prepaid rent plus any accrued interest recoverable by law with proper accounting of same to the TENANT(S).
- 28) **RENTAL AND REGULATIONS.** The RESIDENT GUIDELINES of the community, copy of which is attached, and any subsequent rules and regulations, which may be adopted, are part of this Lease Agreement, pursuant to SECTION 83.40 to 83.682 of the FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT. Therefore, any violation of the Rules and Regulations is likewise a violation of the Lease Agreement.
- 29) **RENTAL APPLICATION.** This Lease Agreement was entered into based upon the representations of the TENANT(S) contained in the Rental Application. If any of those representations are found to be misleading, incorrect or untrue, LANDLORD may immediately terminate this Lease Agreement and hold TENANT(S) responsible for any damages or cost incurred in accordance with the law.

- 30) **WAIVER.** If LANDLORD waives a noncompliance by TENANT(S) with this Lease Agreement, or with the law, such waiver shall not be interpreted as a waiver of any subsequent breach or noncompliance, and this Agreement shall continue in full force and effect.
- 31) **SUBORDINATION.** This Lease Agreement is subject to all present or future mortgages affecting the leased premises. Upon request, TENANT(S) will execute any necessary documents to subordinate this Lease Agreement to any such mortgage.
- 32) **REASONABLE ATTORNEY'S FEES.** In all legal proceedings commenced by the parties hereunder, the prevailing party shall be entitled to all costs incurred, including reasonable attorneys' fees, at the trial and appellate level.
- 33) **PETS.** No pets of any kind will be permitted in the leased premises without the LANDLORD's prior written consent and the execution of a written Pet Agreement and Pet Policy.
- 34) **ENTIRE AGREEMENT.** This Lease Agreement and any attached addendum constitute the entire Agreement between LANDLORD and TENANT(S) and no oral statements from either party shall be binding. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, subleases and assigns of both parties. Any pronoun referring to either party shall be read and construed in singular and plural and in such gender as context may require. This Agreement shall be construed in accordance with the Florida Law, and in particular the FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT.
- 35) **SPECIAL PROVISIONS.** All addendums and attachments to the lease previously signed and dated shall remain in affect for this lease and future leases. The Lease Agreement is hereby accepted by the parties below on the date first above written.
- 36) **MISCELLANEOUS**
A. Time is of the essence of the Lease.
B. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
C. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.
D. Landlord and Tenant will use good faith in performing their obligations under the Lease.
- 37) **Conducting Business Activities in Military Family Housing**
Tenant(s) may, with written permission of the Landlord, which permission shall not be unreasonably withheld, conduct a business in a housing unit of a type permitted by Government regulations governing the conduct of business activities in military family housing. Residents conducting a residential business (e.g. child care) will be required to comply with and are subject to inspection for compliance with Government standards. Landlord's granting of permission is not a warranty that the premises are suitable for the conduct of Tenant's business. No door-to-door soliciting will be allowed and no advertising signs shall be posted on the premises and no interior or exterior structural modifications or additions shall be made to accommodate Tenant's business. Tenant is responsible for obtaining the necessary permissions and/or licenses and will indemnify, save, and hold harmless Landlord for any failures to obtain the necessary permissions and or licenses and for any damages to third parties arising from the conduct of Tenant's business.
- 38) **Fitness for Occupancy**
Notwithstanding section 26, in case any buildings on said premises, or any part thereof, without any fault or neglect of Tenant(s), shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Tenant(s) may thereupon surrender possession of the premises to Landlord, and thereupon this lease shall cease and be void.
- 39) **Restrictions on Nonseverable and/or Designated Historical Units**
The Installation Commander shall have the authority to restrict nonseverable units and designated historical units to Other Eligible Tenants other than members of the general public. In the event of vacancies in such units, the Installation Commander may require that Active Duty Military Tenants residing in severable units be relocated to the nonseverable or designated historical units.
- 40) **Single Family Occupancy**
The Tenant acknowledges that this residence is a single-family dwelling and will be used for occupancy by one family only. Occupancy by more than one family is prohibited. Immediate relatives of the Tenant and

the Tenant's spouse may be considered normal residents of the household and are not "Social Visitors," regardless of the period of stay. Social visits by military members assigned to the Installation and civilians employed at the Installation but who permanently reside outside the commuting area are limited to thirty (30) days. The Tenant agrees that the duration of social visits by anyone residing within the sixty (60)-minute commuting area of the Installation is limited to no more than two (2) days.

41) **Debarment from Installation**

If Tenant(s) are debarred from the Installation by the Commander in accordance with the authority provided in 18 U.S.C. § 1382, Tenants shall vacate the premises not later than thirty (30) days from the date of the debarment. It shall then be lawful for Landlord to enter into said premises, and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything contained therein shall cease and be void. However, the Landlord shall have a right of action for arrears of rent or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by the Tenant(s), shall be equivalent in every respect to actual entry by the Landlord. In the case of any such default and entry by the Landlord, said Landlord may relet the premises for the remainder of said term and recover from Tenant(s) any deficiency between the amount so obtained and the rent herein required to be paid.

42) **Commander's Rights**

Tenant acknowledges that (a) the Premises, the Leased Premises (the housing area or the "community") and the Leased Premises Improvements, including the housing unit subject to this Lease, are located on Patrick Air Force Base (the "Base") and (b) such Premises, Leased Premises, and Leased Premises Improvements, including the housing unit subject to this Lease, occupants of the housing unit, invitees, and personal property of the occupants and their invitees, are all subject to the Commander's rights, privileges and authorities, as described below.

Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Commander over the Premises or the housing area relating to the security or mission of the Base, the health, welfare, safety or security of persons on the Base or the maintenance of good order and discipline on the Base, as established in law, regulation, or military custom. The foregoing rights, prerogatives and authorities of the Commander include, but are not limited to, the following:

The authority to provide force protection and police protection services in accordance with 10 U.S.C. § 2872a, at levels deemed appropriate by the Government for the Project.

The authority to promulgate and enforce security regulations and restrict public access to the Base, to include regulations delineating parameters for authorized entry to or exit from the Base, pursuant to 50 U.S.C. § 797.

The authority to conduct background checks utilizing the most current National Crime Information Center data base of the Federal Bureau of Investigation with respect to Tenant and all occupants pursuant to guidance promulgated by the Director, Federal Bureau of Investigation.

The authority to bar individuals from the Base pursuant to 18 U.S.C. § 1382, and Department of Defense Instruction 5200.8..

The authority to conduct inspections or searches of individuals, the Premises, the Leased Premises or the Leased Premises Improvements pursuant to Military Rule of Evidence 314, 10 U.S.C. § 802, *et seq.*, and 50 U.S.C. § 797.

The authority to issue search authorizations based on probable cause of individuals, the Premises, the Leased Premises or the Leased Premises Improvements pursuant to Military Rule of Evidence 315, 10 U.S.C. § 802, *et seq.* and 50 U.S.C. § 797.

The authority to conduct disaster preparedness exercises and/or emergency recovery operations on the Base in accordance with 50 U.S.C. § 797 and Department of Defense Instruction 5200.8. Exercises with the potential to disrupt housing operations will be pre-coordinated with Tenant at least 24 hours in advance.

7



Protect Your Family From Lead In Your Home



EPA United States Environmental Protection Agency
United States Consumer Product Safety Commission
United States Department of Housing and Urban Development



Attachment # 1

Required Lead Hazard Information and Disclosure Addendum

TO RESIDENTS: The following information is taken from a brochure entitled "Protect Your Family from Lead-Based Paint" prepared by the U.S. Environmental Protection Agency, the U.S. Consumer Product Safety Commission and the U.S. Department of Housing and Urban Development. **While the information must be distributed to residents before they rent the lease for most types of housing built before 1978, it does not mean that the dwelling is free of lead-based paint (LBP).** The brochure was written in general terms and applies to both home purchasers and renters. The brochure describes the action that can be taken to test for, remove or abate LBP in a dwelling. The NAA Lease Contract specifically requires that only the dwelling owner may do so under the lease contract. If you have any knowledge of LBP in your dwelling, please contact the owner or management company before taking any action to remove or abate LBP. **NOTE:** Page references in the content of this form are to pages in the EPA brochure.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children that seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

Childhood lead poisoning remains a major environmental health problem in the U.S

Even children who appear healthy can have dangerous levels of lead in their

Lead Gets in the Body in Many Ways

People can get lead in their body if they:

- ❖ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ❖ Put their hands or other objects covered with lead dust in their mouths.
- ❖ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

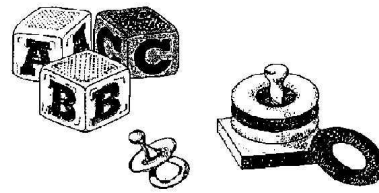
- ❖ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ❖ Children's growing bodies absorb more lead.
- ❖ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ❖ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family

bodies



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Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

- ❖ Nervous system and kidney damage.
- ❖ Learning disabilities, Attention Deficit Disorder, and decreased intelligence.
- ❖ Speech, language, and behavior problems.
- ❖ Poor muscle coordination.
- ❖ Decreased muscle and bone growth.
- ❖ Hearing damage.

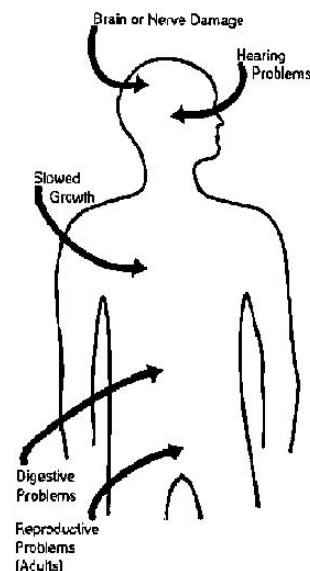
While low lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ❖ Increased chance of illness during pregnancy.
- ❖ Harm to a fetus, including brain damage or death.
- ❖ Fertility problems (in men and women).
- ❖ High blood pressure.
- ❖ Digestive problems.
- ❖ Nerve disorders.
- ❖ Memory and concentration problems.
- ❖ Muscle and joint pain.

Lead affects the body in many ways:



Where Lead-based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ❖ In homes in the city, country, or suburbs.
- ❖ In apartments, single-family homes, and both private and public housing.
- ❖ Inside and outside of the house.
- ❖ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Get your children and home tested if you think your home has high levels of lead.

Checking Your Family for Lead

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ❖ Children at ages 1 and 2.
- ❖ Children or other family members who have been exposed to high levels of lead.
- ❖ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- ❖ Windows and window sills
- ❖ Doors and door frames.
- ❖ Stairs, railings, banisters, and porches

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ❖ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ❖ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or to ensure that testing is done safely, reliably, when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ❖ 400 parts per million (ppm) and higher in play areas of base soil.
- ❖ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. Below is a description of the most common methods used.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard

You can get your home checked for lead in several different ways:

- ❖ A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ❖ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust or soil. It also tells you what actions to take to address any hazards.
- ❖ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.



Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ❖ Visual inspection of paint condition and location.
- ❖ A portable x-ray fluorescence (XRF) machine.
- ❖ Lab tests of paint, dust and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

Lead from paint chips, which you can see, and lead dust which you can't always see, can both be serious hazards.

What You Can Do Now To Protect Your Family

If you suspect that your home has lead hazards, you can take some immediate steps to reduce your family's risk:

- ❖ If you rent, notify your landlord of peeling or chipping paint.
- ❖ Clean up paint chips immediately.
- ❖ Clean floors, window frames, window sills and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ❖ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ❖ Wash children's hands often, especially before they eat and before nap time and bed time.
- ❖ Keep play areas clean. Wash bottles, pacifiers, toys and stuffed animals regularly.
- ❖ Keep children from chewing window sills or other painted surfaces.
- ❖ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ❖ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house

Always use a professional who is trained to remove lead hazards safely

In addition to day-to-day cleaning and good nutrition:

- ❖ You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ❖ To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems – someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that dust levels are below the following:

- ❖ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors.
- ❖ 250 $\mu\text{g}/\text{ft}^2$ for interior window sills, and
- ❖ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help with locating certified professionals in your area and to see if financial assistance is available.



Remodeling or Renovating a Home With Lead-Based Paint

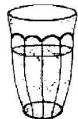
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ❖ **Have the area tested for lead-based paint.**
- ❖ **Do not use a belt sander, propane torch, high temperature heat gun, dry scraper or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ❖ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ❖ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home". This brochure explains what to do before, during and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps.



Other Sources of Lead



While paint, dust and soil are the most common sources of lead, other lead sources also exist

- ❖ **Drinking Water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - ✓ Use only cold water for drinking and cooking.
 - ✓ Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ❖ **The Job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ❖ Old painted toys and furniture.
- ❖ Food and liquids stored in **lead crystal, lead glazed pottery or porcelain.**
- ❖ **Lead smelters** or other industries that release lead into the air.
- ❖ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ❖ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



For More Information

The National Lead Information Center

Call **1-800-424-LEAD (5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

EPA's safe Drinking Water Hotline

Call 1-800-426-4791 for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at; www@cpsps.gov.

State Health and Environmental Agencies

Some cities, states and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD (5323)**.

Simple Steps To Protect Your Family from Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, high temperature heat gun, scraper or sand-paper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGEMENT OF INFORMATION ON LEAD-BASED PAINT AND 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 (owners) must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention. (This addendum is a "pamphlet" within the meaning of federal regulations. The term "in the housing" below means either inside or outside the housing unit).

LEAD FREE HOUSING. If the housing unit has been certified as "lead free" according to 24 CFR Section 35.82, the lead-based paint and lead-based paint hazard regulations do not apply, and it is not necessary to provide this addendum, or a lead-based paint warning pamphlet and lead-based paint disclosure statement to the lessee (resident).

LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (*check only one box*)

- ☐ Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
☒ Lessor (owner) knows that lead-based paint and/or lead-based paint hazards are present in the housing (*explain*).

Based on random sampling of homes in South Housing, lead-based paint was identified on interior door frames, closet door frames, baseboards, garage door frames, garage doors, roof soffit, and blue window sills.

Records and reports available to Lessor (*check only one box*)

- ☐ Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
☒ Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (*list documents*).

EPA Pamphlet "Protect Your family from Lead in Your Home."

AGENT'S STATEMENT. If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner) such as agent represents that: (1) agent has informed the lessor of the lessor's obligations under 42 U.S.C.4582 (d); and (2) agent is aware of agent's responsibility to ensure that lessor complies such disclosure laws. Such compliance may be through lessor himself or herself, or through lessor's employees, officers or agents. Lessor's obligations include those in 24 CFR sections 35.88 and 35.92 and 40 CFR sections 745.107 and 745.113. Agent's obligations include those in 24 CFR Section 35.94 and 40 CFR Section 745.115

ACCURACY CERTIFICATIONS AND RESIDENT'S ACKNOWLEDGEMENT. Lessor and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be: (1) the owner himself or herself; (2) an employee, officer or partner of the owner; or (3) a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be: (1) the agent himself or herself; or (2) an employee, officer or partner of the agent if such person is authorized to sign for the agent. The lessees (residents) signing below acknowledge that they have received a copy of this lease addendum before becoming obligated under the lease and have been informed that it contains the disclosure form and pamphlet information required by federal law regarding lead poisoning prevention.

Apartment name & unit number OR street address of dwelling		City	
Lessee	Date	Lessee (Resident)	Date
Lessee (Resident)	Date	Lessee (Resident)	Date
HP Communities, LLC			
Printed name of LESSOR (owner) of the dwelling		Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling	
Signature of person signing on behalf of above LESSOR	Date	Signature of person signing on behalf of above AGENT, if any	Date

You are entitled to receive an original of page 6 of this Lead Hazard Addendum after it is fully signed. Keep it in a safe place.



Attachment # 2

ASBESTOS ADDENDUM

State and Federal laws require notification to Residents and occupants of buildings containing materials that have been identified as health hazards. In an effort to provide high quality management services, a recent evaluation has determined that asbestos-containing materials have been found in or around your unit. According to a survey of Patrick Air Force Base housing, the areas containing asbestos are generally in good condition and do not indicate any immediate need for asbestos removal. However, asbestos is known to be a cancer and lung hazard. There are no areas of any asbestos found in North, Central, SOH or Pelican Coast homes.

It is Management's goal to provide you with a safe and sanitary dwelling, and your help is needed to achieve this goal. It is necessary to keep the asbestos from becoming damaged. Following is a list of prohibited activities that may disturb asbestos-containing materials. Please refrain from doing any of the activities mentioned.

DO NOT drill holes in wall panels indicated above.

DO NOT hang plants or other objects from wall panels indicated above.

DO NOT sand wall panels indicated above.

DO NOT use an ordinary vacuum to clean up asbestos-containing debris.

Notify Management immediately if you notice any debris you suspect may contain asbestos.

Please acknowledge receipt of this Addendum by signing below. If you have any questions or concerns, please contact the Management Office.

I have read and understood this Addendum.

Resident

Date

□□□□□

Address



Attachment # 3

MOLD/MILDEW ADDENDUM

This Mold and Mildew Addendum (the "Addendum") dated ____ of _____, 20__ is attached to and made a part of the Resident Lease Agreement dated ____ of _____, 20__ (the Lease) by and between American Management Services, DBA Pinnacle, as agent for owner of the property ("Lessor"), and _____ ("Resident") for address _____ (the "Unit") at _____.

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit.

- Resident agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible.
- Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Unit.
- Resident also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; and (iv) any inoperable doors or windows.
- Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as personal injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or inequity. 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. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

Resident acknowledges receiving a copy of the property approved tip sheet for the prevention of mold growth in homes.

Resident

Date

Address



Attachment # 4

PET POLICY

The following list of the requirements encompasses The Landings at Patrick's pet policy.

1. Existing residents must notify your neighborhood management office within five days of acquiring a pet.
2. Pet owners must provide a verification of immunization from a licensed veterinarian prior to move-in.
3. A pet is considered to be a domesticated animal living in association with a household. Acceptable pets are limited to dogs, cats, and birds. No more than two pets per household are allowed. Certain breeds of dogs are not allowed, including Pit Bull, Rottweiler and Doberman Pinchers. Photos of the pet(s) will be taken for file documentation within five (5) days of the pet's occupancy in the premises.
4. Residents are responsible for keeping the grounds clean and sanitary. All yards and common areas must be kept clean of pet droppings. Residents must pick up and properly dispose of animal waste left on their yard and residents who walk their pet must carry a plastic bag to retrieve and dispose of any droppings. It is a violation of the Pet Policy for any resident to simply "turn out" their pet and recall it at their convenience.
5. Pets must be "on leash" at all times when outside the fenced area of the home.
6. Pets shall not be tethered outside the home. Pets must be in the home or behind an approved fenced area in the backyard if unattended. Avoid leaving pet food outside for prolonged periods, as it will attract vermin and pests.
7. Pets are not allowed in the pool, pool areas, playgrounds or tot lots at any time.
8. Resident will be responsible to show proof of flea treatment by licensed contractor for interior of home and exterior lawn areas prior to vacating premises. If proof is not provided and treatment is required, resident will be billed for said services.
9. Residents will be asked to remove any pet that constantly disturbs other residents, whether inside or outside the home, or prevents the Landlord's agents and employees from properly performing their duties. If resident fails to remove said pet, when requested by the Landlord, the Resident Occupancy Agreement may be terminated in accordance with established guidelines.
10. These guidelines exist to ensure the quiet enjoyment of all residents and to maintain a high quality living environment, and will be strictly enforced by the property management staff.
11. Landlord reserves the right to establish such other reasonable guidelines as, in its sole judgment, shall be required to maintain the cleanliness of the premises and provide for the preservation of good order therein.

Thank you for your cooperation.

Signatures:

Resident

Date

Address

Agent for Pinnacle ()



Attachment # 5 PET ADDENDUM

In connection with the Resident Lease dated _____ of _____, 20__, HP Communities, LLC on *The Landings at Patrick*, in and subject to conditions stated therein, (Landlord) hereby grants permission for Residents to keep, in Resident's home only, the pet described below upon the following terms and conditions:

1. The pet's name is _____, and is a ☐ Male ☐ Female that is approximately _____ years old.

The Pet is generally described by the following ☐ Dog ☐ Cat, breed _____
Height _____" Weight _____ lbs and physical identifying characteristics: _____

2. The pet's name is _____ and is a ☐ Male ☐ Female that is approximately _____ years old.

The Pet is generally described by the following ☐ Dog ☐ Cat, breed _____
Height _____" Weight _____ lbs and physical identifying characteristics: _____

3. Resident hereby represents and warrants that the above-described pet has been properly licensed and inoculated and to furnish Manager with evidence thereof promptly upon request.
4. The pet shall be kept on a leash at all times when outside the home and inside the community. Resident shall not at any time leave the pet unattended. Resident shall promptly collect and remove all pet defecation from the grounds of the Community.
5. Resident shall insure that the pet does not at any time disturb any other resident of the Community nor damage any property located in the Community. If, in Manager's sole opinion and discretion, the pet had disturbed or is disturbing any other residents or has caused or is causing damage to the property in the Community then Resident shall permanently remove the pet from the Community within ten (10) days after written request. Resident's payment for damage caused by the pet shall not entitle the Resident to keep the pet. Resident's failure to permanently remove the pet as provided above or failure to comply with all other terms of this Pet Addendum shall constitute a default permitting termination of the Lease Agreement.
6. Except for the pet(s) described above, Resident shall not keep any pets in the home or within the Community without Owner's prior execution of an additional Pet Addendum.
7. Resident's failure to comply with the terms and provisions of this Pet Addendum or violation of any representation or assurance contained in the Pet Addendum shall constitute a default permitting termination of the Lease Agreement.

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

I have read the policy, and I accept the terms.

Resident

Date

Address



Attachment # 6

THE LANDINGS at PATRICK

Dear _____:

We know you have choices in the housing market and thank you for making *The Landings at Patrick* your home.

Please be advised that the housing area that you have chosen may be scheduled for demolition or renovation and you will be required to move. This may require moving before the expiration of your lease dated the _____. You will be given at least 60 days notice prior to being asked to move.

We apologize for any inconveniences this may cause and we will do our best to make your transition as pleasant as possible.

Sincerely,

Agent for Owner
The Landings at Patrick

I acknowledge that I have read and understand the above.

Resident

Date

Address:



Attachment # 7 Entry of Home to Perform Service

Customer service is of the highest priority to the staff here at *The Landings at Patrick*. To give you the best service, we may need to enter your residence at times when you are not home.

When a work order request is made by the resident, *The Landings at Patrick* Staff will view this as a request/permission to enter to make the necessary repair. Pets should be secured during the day until the work order has been completed.

Our maintenance staff:

- Will knock loudly several times prior to entering
- Will take care to not allow any pets to escape while entering
- Will secure the home while inside
- Will shout "Maintenance" as they enter each room if no one is present
- Will leave a door hanger on the exterior of the door to let Tenant know there is someone in their home should they come while the work order is being serviced
- Will leave a written notification that work order was performed, and
- Will leave a survey card to ensure that work was performed satisfactorily

Our maintenance staff:

- Will NOT enter the home if a loose dog that the technician feels may be aggressive is found upon entering
- Will NOT enter the home if a minor child is home without adult supervision

If either of these two situations occurs, the technician will leave a door hanger on the exterior of the door explaining that the work order was not performed and the reason why. The work order will then be cancelled and the Tenant must resubmit work request.

Please note: **In cases of emergency** where safety is a possible issue or where there is a potential danger of property damage, *The Landings at Patrick* Staff will enter as necessary. If Tenant is not home at the time of entry, the Tenant will be notified by a written statement left in the home why *The Landings at Patrick* Staff found it necessary to enter your home. It is important that you keep us apprised of any changes in your contact information.

In all cases, the entrants will be *The Landings at Patrick* employees or vendors escorted by *The Landings at Patrick* employees. All employees and vendors are bonded and insured.

I hereby acknowledge that I have been made aware of this entry policy.

Signature: _____

Resident: _____

Address: _____

Date: _____



Attachment # 8

THE LANDINGS at PATRICK

30 A East Oak Drive
Satellite Beach, FL 32937

PROOF OF RESIDENCY

To whom it may concern;

This is to verify, that _____ has signed a “Resident Lease” with HP Communities, LLC for a rental home at *The Landings at Patrick* on _____.

The new address as of the _____ will be as follows:

If you have any questions, please feel free to contact me at (321) 777-8282.

Sincerely,

Agent for Pinnacle
The Landings at Patrick



Attachment # 9

THE LANDINGS at PATRICK

30 A East Oak Drive
Satellite Beach, FL 32937

RECEIPT FOR HOUSING KEYS, CARDS AND OPENERS

Name:

(Resident's Rank & Name)

Address:

(Address, City & Zip code)

I certify that I have received the below mentioned for my residence.

HOUSING KEY(S):	
MAILBOX KEY(S)	
<input type="checkbox"/> GARAGE DOOR OPENER(S) / <input type="checkbox"/> KEYS	
VEHICLE ACCESS CARD(S)	

I understand that my housing records will reflect this, and that I am responsible to return the proper amount of keys, cards and openers upon termination of my quarters.

Signature ()

Date



Attachment # 10

TIP SHEET ON MOLD

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold.

Tips for residents

Resident can help minimize mold growth in their apartment homes by taking the following actions:

- Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan on the apartment air-handling unit to circulate fresh air throughout your apartment.
- In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 50° and 80° Fahrenheit within your apartment at all times.
- Clean and dust your apartment on a regular basis as required by your lease. Regular vacuuming, mopping and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows, windowsills, bathroom sinks, toilets and shower enclosures.
- Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the kitchen.
- Use care when watering houseplants. If spills occur, dry up excess water immediately.
- Ensure that your clothes dryer vent is operating properly and clean the lint screen after every use.
- When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- Thoroughly dry any spills or pet urine on carpeting.
- Do not overfill closets or storage areas. Ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- Immediately report to the management office any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- Immediately report to the management office any failure or malfunction with your heating, ventilation or air-conditioning ducts in your apartment.
- Immediately report to the management office any inoperable windows or doors.
- Immediately report to the management office any musty odors that you notice in your apartment.

Attachment # 11

Consent to Relocate

Tenant acknowledges that at the time of Lease execution Tenant was advised that the Premises is a unit designed for occupancy by individuals with disabilities, often referred to as an “ADA Unit”.

Tenant further acknowledges that at the time of Lease execution Tenant was advised that if an individual with physical or mental impairments needs to occupy the ADA unit, Tenant will be required to re-locate to another unit at Tenant’s expense.

Tenant consents to re-locate to another unit at Landlord’s request, and at Tenant’s expense.

I acknowledge that I have read and understand the above.

Resident

Date

Address

Attachment # 12

Severability Consent

Tenant acknowledges that at the time of Lease execution Tenant was advised that the Premises is a unit designed as either “severable” or “historic”.

Tenant further acknowledges that at the time of Lease execution Tenant was advised that the Installation Commander may require Tenant to relocate to another unit designated as non-severable or historical.

Tenant consents to re-locate to another unit at the Installation Commander’s request. The Government shall pay all costs of such relocation.

I acknowledge that I have read and understand the above.

Resident

Date

Address