

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT is made this ____ day of _____, 201_, by and between EAST LAKE WOODLANDS CONDOMINIUM ASSOCIATION, INC., whose mailing address is c/o _____ Florida 33____, hereinafter Lessor, and _____, hereinafter collectively referred to as Lessee, subject to the following terms and conditions:

1. Description of Premises. The Lessor hereby leases to Lessee, and Lessee leases from the Lessor, the unfurnished condominium Unit ____ located at _____, a Condominium, having an address of _____, Florida, 33____.

2. Term. This unit is leased for a term beginning _____, 201_, and ending _____, 201_, and, thereafter, Lessee's tenancy shall be on a month-to-month basis, until such time as terminated as set forth within this Lease.

3. Occupancy. The unit is leased for occupancy as a private dwelling to the Lessee, consisting of not more than _____ adults and _____ children, without prior consent of Lessor, which consent may be withheld in Lessor's sole discretion, and is not to be used for any purpose or occupied by any other person, other than transient relatives and friends who are guests of the Lessee when Lessee is in residence.

4. Rent. The total rent due hereunder is _____ per month payable as follows: Lessee is additionally responsible for payment of a security deposit relating to the premises as more fully set forth herein. Rent is payable at _____, unless Lessor advises of a different address. If any rent payment is not received within ten (10) days after same becomes due, a Fifty Dollar (\$50.00) late fee shall become due and payable together with the monthly payment then due.

5. Security Deposit and Advance Rent. The Lessor acknowledges receipt of _____ Dollars (\$____) to be paid upon the execution of this Lease as security for the premises. Lessor shall retain the security deposit for the Lessee's faithful performance of this Lease. The Lessor is

not obligated to apply the security deposit or advance rent to rents or other charges in arrears or on damages for the Lessee's failure to perform the Lease. However, the Lessor may so apply the security at its option and Lessor's right to possession of the premises for nonpayment of the rent or for any other reason shall not in any event be affected by reason of the fact that Lessor holds this security. The advance rent may be applied to any damage to the unit. The security deposit, if not applied toward payment of arrearages or damages as herein provided, is to be returned to the Lessee when the Lease is terminated, after the Lessee has vacated the premises and delivered possession to the Lessor in the same condition as delivered to Lessee at the commencement of the Lease, ordinary wear and tear expected. If the Lessor repossesses the premises because of the Lessee's default or breach, the parties acknowledge that the security deposit may be retained by the Lessor as liquidated damages, consideration for the execution of this Lease and in full settlement of all claims. The security deposit will be held in a non-interest bearing account.

6. Maintenance. Lessee will be responsible for all minor repairs to appliances and systems within the unit (those costing less than \$100.00). In the event that any major repairs are required, Lessee will notify Lessor, and Lessor will either make the repairs which are deemed to be necessary for the use and enjoyment of the unit, or Lessor may alternatively terminate the Lease Agreement if it determines that the repairs are too expensive, or Lessor may alternatively permit Lessee to make repairs and to receive an agreed-upon credit in connection with any future lease payments which are due, all at the discretion of Lessor. In the event that Lessor fails to make necessary repairs after demand by Lessee, Lessee may terminate the Lease based upon reasonable notice to Lessor.

7. Parking Space. Lessee agrees that during the lease term, that Lessee will only be allowed one parking space, initially intended to be in the vicinity of the leased premises. Secondary and guest parking is intended to be _____. This provision notwithstanding, Lessor may change the location of these parking areas, so long as Lessee is given a parking space upon or adjacent to the condominium property. Lessee shall also be bound by any other parking requirements that Lessee may be advised of during the term of the construction activities.

8. Utilities. Electricity, gas, telephone service and other utilities are not furnished as part of this Lease. Such utilities, including deposits and charges, are the responsibility of and shall be obtained at the expense of the Lessee.

9. Lessor's Right of Entry. A key must be provided to Lessor for entry in the event of any emergency, or after reasonable notice to Lessee for the purposes set forth herein. The Lessor shall have the right to enter the unit at all reasonable hours, and following reasonable notice except in the case of an emergency to inspect same and whenever necessary to make repairs, or to investigate any maintenance issues. The Lessee hereby grants permission to the Lessor to show the premises to new prospective tenants at all reasonable hours within thirty (30) days immediately preceding expiration of the Lessee's tenancy under this Lease, or following notice by Lessee of the intent to terminate.

10. Nuisance. The Lessee will not do nor permit anything to be done in the unit or surrounding grounds, or bring or keep anything therein which shall in any way increase the fire risk on the unit or in any way injure or annoy adjoining property owners, or conflict with any of the rules of any State, County or municipal laws and ordinances. The Lessee or any of their family, guests and visitors shall not disturb or annoy the neighbors by any unseemly or untimely noise or by any improper interference in any way.

11. Damage to Premises. Lessee agrees that they will not mar or deface the walls, ceilings, or woodwork by driving an unreasonable amount of nails, tacks or screws or by otherwise defacing same, and Lessee agrees to pay Lessor for all damage done to the unit and the surroundings by misuse, neglect or otherwise. Lessee agrees to deliver up the unit when required hereunder in as good order and repair as the same now are, reasonable wear and tear expected. Lessee agrees to remove any and all rubbish or other refuse matter from the unit at the time Lessee vacates said premises. Failure to comply with the above obligations shall render the Lessee liable to Lessor for all expenses incurred incident to the above matters.

12. No Alterations, etc. No alterations, additions, or improvements, including shelving, wiring, plugs and plumbing connections, shall be made in the unit by Lessee without the prior

written consent of the Lessor, and when so made, the same shall become the property of the Lessor. No repairs shall be allowed or paid for by the Lessor on said premises, unless agreed to in writing prior to the time such alterations or repairs are to be made.

13. Pets. The Lessee agrees that Lessee will not keep or permit to be kept in the unit any dog, cat, bird, or other fowl or animal.

14. Lessor's Right to Terminate Lease. If the Lessee fails to comply with any of the material provisions of this Lease, other than the covenant to pay rent or materially fails to comply with any duties imposed on Lessee by statute, and the noncompliance continues for seven (7) days after delivery of written notice by the Lessor to Lessee specifying the noncompliance and indicating the intention of Lessor to terminate the Lease by reason thereof, the Lessor may terminate the Lease. If the Lessee fails to pay rent when due and the default continues for three (3) days after delivery of written demand by Lessor for payment of the rent or possession of the premises, Lessor may terminate the Lease. Furthermore, in the case of failure by the Lessee to pay the rent, or additional rent, or any part thereof when due, or the failure to comply with any of the terms and conditions of this Lease, the Lessor may, in addition to any other remedies above provided or given it by law, continue this Lease and recover damages for such failure; or it may elect, within thirty (30) days after discovery of such failure, to enter and take possession of said premises for said breach, and may declare this Lease at an end, in which event the Lessee agrees to surrender peaceable possession of said premises to the Lessor; and the failure to consider the Lease forfeited for one failure or breach shall not be a waiver of the Lessor's right to declare the Lease forfeited for any subsequent breach, this right being a continuing one.

(a) Lessee acknowledges that this unit is currently the subject of mortgage foreclosure proceedings, and the parties have agreed that either party may terminate this Lease based upon sixty (60) days prior written notice to the other party.

15. Governing Documents. Lessee's lease and occupancy of the unit is conditioned upon Lessee's compliance with all Rules and Regulations and other restrictions duly adopted by the Association and/or the membership, and the Rules and Regulations of _____,

governing the premises, and all applicable laws and ordinances including, but not limited to, the landlord/tenant laws of the State of Florida and Chapter 718, Florida Statutes (the Condominium Act), as all may be amended from time to time.

16. Waiver of One Breach not Waiver of Others. Waiver by the Lessor of any breach of any covenant or duty of the Lessee under this Lease is not a waiver of a breach of any subsequent breach of the same covenant or duty.

17. Assignment or Sublease. The Lessee shall not assign this Lease or sublet any part of the unit hereby leased, or any part of his interest thereof.

18. Attorney's Fees. If a party to this Lease should prevail in any legal action brought to enforce it or for its breach, the parties agree that such prevailing party may recover as part of the judgment reasonable attorneys' fees.

19. Law Governing Disputes. The parties agree that the law of the State of Florida will govern all disputes under this Lease, and determine all rights hereunder.

20. Binding Effect. This Lease shall inure to and be binding on the heirs, successors, executors, administrators, and assignees of the parties.

21. Entire Agreement. This Lease constitutes the entire understanding and agreement between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Lease.

22. Amendment. This Lease may not be modified, waived, amended, discharged or terminated except by a written instrument executed by both parties hereto.

23. Notices. Notices to parties under this Lease shall be mailed, postage prepaid, certified United States Mail, to the addresses hereafter set above forth, unless otherwise set forth in writing, and shall be deemed given when delivered, or tendered for delivery.

24. Duplicate Execution. This Lease is executed in duplicate so each party hereto shall have an original Lease.

25. Insurance. The Association is maintaining insurance for the property, but Lessee may obtain insurance for all personal effects and liability insurance in regard to property damage or bodily injury or other related claims by third parties. Lessee agrees to indemnify and hold harmless the Association from any claims or damages arising out of the use of the unit by Lessee, unless such claims or damages are caused by the actions of the Association, and Lessee acknowledges and agrees that he is taking possession of the unit “as is”.

IN WITNESS WHEREOF, the parties have executed this Lease the date first above written.

LESSEE:

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

Signature

Printed Name

Signature

Printed Name

LESSOR:

EAST LAKE WOODLANDS
CONDOMINIUM V ASSOCIATION, INC.

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

By: _____
Signature

Printed Name and Title