

UNIFORM RESIDENTIAL LEASE AGREEMENT FOR
BLOSSOM PARK VILLAS CONDOMINIUM
(FOR A TERM NOT TO EXCEED ONE YEAR)

**WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY.
THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.**

I. TERM AND PARTIES. This is a lease (the "Lease") for a period of _____ [number] months (the "Lease Term"). The Lease Term shall begin on the "Commencement Date" and shall end on the "Termination Date." The Lease shall be between the "Landlord" and the "Tenant." (In the Lease, the owner, whether one or more, of the property is called the "Landlord." All persons to whom the property is leased are individually and collectively referred to as called the "Tenant.").

Commencement Date: _____ [month, day, year]

Termination Date: _____ [month, day, year]

Landlord: _____ [name(s) of the owner of the Premises]

Tenant (No 1): _____ [name(s) of person(s) to whom the Premises is leased]

Tenant (No 2): _____ [name(s) of person(s) to whom the Premises is leased]

Landlord's E-mail address: _____

Landlord's Telephone Number: _____

Tenant's E-mail address: _____

Tenant's Telephone Number: _____

II. PROPERTY RENTED. Landlord leases to Tenant the following property: Unit No. _____, in the building located at _____, [Address], Kissimmee, FL 34747, which is part of the Blossom Park Villas Condominium together with the following furniture and appliances:

[List all furniture and appliances. If none, write "none."] (In the Lease the property leased, including furniture and appliances, if any, is called "the Premises.")

III. COMMON ELEMENTS. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the Common Elements of the building and the development of which the Premises are a part. The Condominium, which includes the Premises as well as the Common Elements, are all subject to the regulation and governing authority of the Blossom Park Villas Condominium Association, Inc. ("Association").

IV. RENT PAYMENTS AND CHARGES. Tenant shall pay rent for the Premises in installments of \$ _____ each on the _____ day of each _____ [month, week] (a "Rental Installment Period," as used in the Lease, shall be a month if rent is paid monthly, and a week if rent is paid weekly.) Tenant shall pay with each rent payment all taxes imposed on the rent by taxing authorities. The amount of taxes payable on the beginning date of the Lease is \$ _____ for each installment. The amount of each installment of rent plus taxes ("the Lease Payment"), as of the date the Lease begins, is \$ _____. Landlord will notify Tenant if the amount of the tax changes. Tenant shall pay the rent and all other charges required to be paid under the Lease by cash, valid check, or money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations.

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from _____ (date) through _____ (date) in the amount of _____

**Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of
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\$ _____ and shall be due on _____ (date) (If rent paid monthly, prorate on a 30 day month.)

V. DEPOSITS, ADVANCE RENT, AND LATE CHARGES. In addition to the Lease Payments described above, Tenant shall pay the following: (check only those items that apply)

_____ a security deposit of \$ _____ to be paid upon signing the Lease.
_____ advance rent in the amount of \$ _____ for the Rental Installment Periods of to be paid upon signing the Lease.
_____ a pet deposit in the amount of \$ _____ to be paid upon signing the Lease.
_____ a late charge in the amount of \$ _____ for each Lease Payment made more than _____ days after the date it is due.
_____ a bad check fee in the amount of \$ _____ (not to exceed \$20.00, or 5% of the Lease Payment, whichever is greater) if Tenant makes any Lease Payment with a bad check. If Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay all future Lease Payments in cash or by money order.
_____ Other: _____
_____ Other: _____

VI. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provisions apply:

A. Landlord shall hold the money in a separate interest-bearing or non-interest-bearing account in a Florida banking institution for the benefit of Tenant. If Landlord deposits the money in an interest-bearing account, Landlord must pay Tenant interest of at least 75% of the annualized average interest paid by the bank or 5% per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or

B. Landlord must post a surety bond in the manner allowed by law. If Landlord posts the bond, Landlord shall pay Tenant 5% interest per year.

At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term.

If Landlord rents 5 or more dwelling units, then within 30 days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant in writing of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

VII. NOTICES. _____ [name] is Landlord's Agent. All notices to Landlord and all Lease Payments must be sent to Landlord's Agent at _____ [address], unless Landlord gives Tenant written notice of a change. Landlord's Agent may perform inspections on behalf of Landlord, subject to Article XII below. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord or Landlord's Agent.

Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

VIII. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant also acknowledges, consents to and agrees that Tenant shall comply with the Declaration of Condominium, Bylaws and Articles of Incorporation and Rules and Regulations for Blossom Park Villas Condominium and the Association ("Governing Documents"). Landlord has attached a copy of the Association's Rules and Regulations ("Rules and Regulations"), all other Governing Documents have been recorded in the Official Records for Osceola County, Florida and are available to the public.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 2 of 11
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The Lease and Tenant's rights under it, including as to the common elements are subject to all terms of the Governing Documents, without limitation, the Declaration of Condominium, Bylaws, Articles of Incorporation and the Rules and Regulations as well as any restrictions, rules, and regulations hereafter adopted, amended, or repealed.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than _____ nights in any calendar month (If left blank, 7). Landlord's written approval is required to allow anyone else to occupy the Premises.

Unless this box ☐ is checked or a pet deposit has been paid, Tenant may not keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing. **Please refer to the Rules and Regulations which impose limitations with regard to the size, number and type of Pets allowed within the condominium.**

No smoking is permitted in the Premises.

Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's consent.

Tenant shall not create any environmental hazards on or about the Premises.

Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.

Tenant may not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. However, unless this box ☐ is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal.

Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

IX. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed by the person indicated below:

A. Landlord's Required Maintenance. Landlord will comply with applicable building, housing, and health codes relating to the Premises. If there are no applicable building, housing, or health codes, Landlord shall maintain and repair the roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, and steps, and keep the plumbing in reasonable working order. As the Premises is located in a condominium, Landlord and Tenant acknowledge that the maintenance of the structural elements and common elements are performed by the condominium association as part of the common element maintenance. Landlord shall assure that the association complies with applicable building, housing, and health codes relating to the Premises. If there are no applicable building, housing, or health codes, Landlord shall assure that the association maintains and repairs roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, and steps, and keeps the plumbing in reasonable working order. Landlord will be responsible for the maintenance of any items listed above for which the association is not responsible.

B. Elective Maintenance. Fill in each blank space in this section with Landlord or Tenant to show who will take care of the item noted. If a space is left blank, Landlord will be required to take care of that item (or assure that the association takes care of the items if the Premises are located in a condominium).

_____	Smoke detectors
_____	Extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs
_____	Locks and keys
_____	Clean and safe condition of outside areas

**Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 3 of 11
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_____	Garbage removal and outside garbage receptacles
_____	Running water
_____	Hot Water
_____	Lawn
_____	Heat
_____	Air conditioning
_____	Furniture
_____	Appliances
_____	Fixtures
_____	Pool (including filters, machinery, and equipment)
_____	Heating and air conditioning filters
_____	Other: _____

Tenant's responsibility, if any, indicated above, shall not include major maintenance or major replacement of equipment.

Landlord shall be responsible for major maintenance or major replacement of equipment, except for equipment for which Tenant has accepted responsibility for major maintenance or major replacement in the previous paragraph.

Major maintenance or major replacement means a repair or replacement that costs more than \$ _____.

Tenant shall be required to vacate the Premises on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph. When vacation of the Premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

C. Tenant's Required Maintenance. At all times during the Lease Term, Tenant shall:

1. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
2. keep the Premises clean and sanitary;
3. remove all garbage from the dwelling unit in a clean and sanitary manner;
4. keep all plumbing fixtures in the dwelling unit clean, sanitary, and in repair; and
5. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators.

X. **UTILITIES.** Tenant shall pay all charges for hook-up, connection, and deposit for providing all utilities and utility services to the Premises during the Lease Term except _____, which Landlord agrees to provide at Landlord's expense. (Specify any utilities to be provided and paid for by Landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc.).

XI. **SERVICEMEMBER.**

If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes.

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XII. LANDLORD'S ACCESS TO PREMISES. Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - 1. with Tenant's consent;
 - 2. in case of emergency;
 - 3. when Tenant unreasonably withholds consent; or
 - 4. if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

XIII. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes.

XIV. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

XV. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act.

XVI. ASSIGNMENT AND SUBLEASING. Unless this box ☐ is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining Landlord's written approval and consent to the assignment or sublease.

XVII. RISK OF LOSS. Subject to the next sentence, Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct.

XVIII. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

XIX. LIENS. The interest of the Landlord shall not be subject to liens for improvements by the Tenant as provided in Section 713.10, Florida Statutes. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

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XX. APPROVAL CONTINGENCY. This Lease is conditioned upon approval of Tenant by the Association. Any application fee required by the Association shall be paid by ☐ Landlord ☐ Tenant. If such approval is not obtained prior to commencement of Lease Term, either party may terminate the Lease by written notice to the other given at any time prior to approval by the Association, and if the Lease is terminated, Tenant shall receive return of deposits specified in Article V, if made. If the Lease is not terminated, rent shall abate until the approval is obtained from the Association. Tenant agrees to use due diligence in applying for Association approval and to comply with the requirements for obtaining approval. ☐ Landlord ☐ Tenant shall pay the security deposit required by the Association, if applicable.

XXI. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but in no event may the total Lease Term exceed one year. A new lease is required for each year.

XXII. LEAD-BASED PAINT. ☐ Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant)

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

Lessor's Disclosure (initial)

- _____ (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- _____
- (ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
- _____ (b) Records and reports available to the Lessor (check (i) or (ii) below):
- (i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- _____
- (ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- _____ (c) Lessee has received copies of all information listed above.
- _____ (d) Lessee has received the pamphlet Protect Your Family From Lead in Your Home.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

**Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 6 of 11
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The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ Lessor's signature	_____ Date	_____ Lessor's signature	_____ Date
_____ Lessee's signature	_____ Date	_____ Lessee's signature	_____ Date
_____ Agent's signature	_____ Date	_____ Agent's signature	_____ Date

XXIII. MISCELLANEOUS.

- A. Time is of the essence of the performance of each party's obligations under the Lease.
- B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- F. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.
- G. Landlord and Tenant will use good faith in performing their obligations under the Lease.
- H. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

XXIV. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL HERE _____ FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

**Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 7 of 11
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The Lease has been executed by the parties on the dates indicated below.

Landlord's Signature

Date

Landlord's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

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BLOSSOM PARK VILLAS CONDOMINIUM ASSOCIATION, INC.

THIS ADDENDUM TO THE LEASE AGREEMENT (hereinafter "Addendum") made and entered into this _____ day of _____, 20__, by and between the (1) Landlord, (2) **BLOSSOM PARK VILLAS CONDOMINIUM ASSOCIATION, INC.** (hereinafter referred to as "Association") and also (3) the Tenant (all definitions provided in the Lease are incorporated herein).

1. **TENANT BOUND BY GOVERNING DOCUMENTS.** Tenant hereby consents and agrees to comply with all terms and conditions of the Declaration of Condominium for BLOSSOM PARK VILLAS, A CONDOMINIUM, as recorded in Official Records Book 2426, Page 2665, Public Records of Osceola County, Florida, as well as the Association's Articles of Incorporation, By-laws, Rules and Regulations and all amendments thereto ("Governing Documents"). By signing below, Tenant agrees that it is a material requirement of the Lease Agreement and this Addendum that he/she comply with all provisions of the Governing Documents and that the Tenant is otherwise bound by all terms, provisions, restrictions, covenants and conditions of the Governing Documents.
2. **WRITTEN NOTICE.** The Association requires written notice of any leases, lease extensions and lease renewals and automatically rejects any leases, extensions or renewals without the required written notice. The written notice shall contain the following information: (a) the name and address of the proposed Tenant(s) as well as any other adult occupants, (b) the terms of the lease, (c) a copy of the proposed lease agreement, (d) a criminal background check performed on a nationwide basis on all adults that will reside in the unit, (e) a full credit report from one of the three major credit reporting bureaus, including a FICO credit score on all adults that will reside in the unit, and (f) such other additional information that the Board may reasonably request. Each proposed Tenant and any other adult occupants may be required to sign an authorization form giving his/her consent to the background check and also authorizing the disclosure of the credit reports and the FICO credit score. If the Association deems the Tenant(s) to be unacceptable, then notice shall be provided to the Landlord/Unit Owner within ten (10) days of receipt of the written notice described herein.
3. **REMEDIES FOR BREACH.** If Association determines that the Tenant has breached any provision of the Governing Documents and therefore, has breached the terms of this Addendum, then the Association shall have the right to immediately evict the Tenant. The right to evict shall extend to every Tenant even if only one Tenant is responsible for the breach. In such event, Association may terminate the Lease Agreement, which shall relieve the Landlord of any further duties or obligations to the Tenant. Tenant shall have seven (7) days from the date of the Notice of Eviction to vacate the Premises. Association shall also have the right to impose fines against the Tenant(s) for violations of the Governing Documents in the same manner and upon the same grounds that fines may be imposed against Unit Owners pursuant to the Governing Documents and Chapter 718, *Florida Statutes*.

4. **ATTORNEYS' FEES.** Should it become necessary for Association to employ an attorney to enforce any of the conditions or covenants hereof, then Tenant and Landlord/Owner agree to pay all expenses so incurred, including any reasonable attorneys' fees and costs.
5. **GOVERNING LAW.** This Addendum shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.
6. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
7. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
8. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
9. **NON-WAIVER.** No indulgence, waiver, election or non-election by Association under this Agreement shall affect Tenant's duties and liabilities hereunder.
10. **MODIFICATION.** The parties hereby agree that the Lease Agreement and this Addendum, together contain the entire agreement between the parties and neither the Lease Agreement or this Addendum shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
11. **CONFLICT.** The provisions of this Addendum shall be controlling in the event of any conflict with the provisions of the Lease Agreement.

TENANT NO. 1:

Sign: _____

Print: _____

Date: _____

TENANT NO. 2:

Sign: _____

Print: _____

Date: _____

LANDLORD/OWNER:

Sign: _____

Print: _____

Date: _____

**BLOSSOM PARK VILLAS CONDOMINIUM
ASSOCIATION, INC.:**

Sign: _____

Print: _____

Title: _____

Date: _____

BLOSSOM PARK VILLAS CONDOMINIUM ASSOCIATION
DECLARATION OF THE CONDOMINIUM
EXHIBIT F

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the limited common elements, the units and the commonly used facilities available for use by the unit owners within the Condominium (the "Condominium") shall apply to and be binding upon all unit owners. The unit owners shall at all times obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors.

1. RULES AND REGULATIONS:

- (a) Violations should be reported, in writing, to the Board of Directors of the Association.
- (b) Violations will be called to the attention of the violating unit owner or lessee by the Board of Directors.
- (c) Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
- (d) Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. FACILITIES: The commonly used facilities available for use by the unit owners within the Condominium are for the use of unit owners, their lessees and their respective family members and guests. No guest of any unit owner shall be permitted to use such commonly used facilities unless accompanied by a unit owner or lessee or unless the guest has been registered with the Board of Directors. Any damage to the buildings or to the common elements or equipment caused by any unit owner, lessee or their respective guests, contractors or invitees, shall be repaired at the expense of the responsible unit owner.

3. NOISE: Unless expressly permitted in writing by the Association, no floor covering shall be installed in the units, other than any carpeting or other floor covering installed by the Developer. In any event, each unit owner shall have the duty of causing there to be placed underneath such floor covering, so as to be between any such floor covering and the concrete slab, generally accepted and approved materials for diminution of noise and sound, so that the flooring shall be adequately sound-proof. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 P.M. and 8:00 A.M. All other unnecessary noises, such as bidding good night to departing guests and slamming doors, between these hours should be avoided.

4. OBSTRUCTIONS: The parking areas, sidewalks, entrances, driveways, passages, patios, balconies, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on

walkways. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Condominium or the roofs thereon, except for installations constructed thereon by the Developer and or by agents of the Developer.

5. CHILDREN: Children are not to play in the parking lots, on public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds.

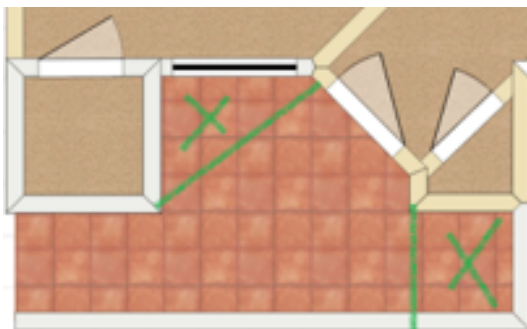
6. PLAYGROUND: The playground area is open from 8 A.M. until 8 P.M. Unit owners, their lessees and their guests use the playground equipment at their own risk. No glass or bottles are allowed in the play area. No rough play or yelling. No jumping off the sliding board or other equipment. Those under 12 must be supervised by an adult, whereas those 14 years of age and older are prohibited from using the area. Pets are also not permitted in the playground. No smoking in or within 30 feet of the playground area.

7. DESTRUCTION OF PROPERTY: Neither unit owners, nor their family members, lessees, contractors, invitees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. Unit owners shall be financially responsible for any such damage.

8. EXTERIOR APPEARANCE: The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. No windows may be tinted without the prior consent of the Association and installation of drapes or curtains visible from the exterior of the Condominium shall have white or off-white, blackout type liners used, which liners must be approved by the Association. No television or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the Condominium, except for installations constructed therein by the Developer and or by agents of the Developer.

9. SIGNS: There shall be no "For Sale" or "For Rent/Lease" signs exhibited, displayed or visible from the interior or the exterior of the Condominium, except for signs displayed by the Developer and or by agents engaged by the Developer.

10. WINDOWS, BALCONIES AND TERRACES: Terraces and balconies are common elements; they DO NOT belong to the unit and they are not private property. The Association grants permission for non-exclusive limited use under very specific rules, terms and conditions.



1. No items may be stored under the stairs. Items placed on the balconies and terraces must be contained within the area identified by "X" in the photo above. An egress zone of minimum 36 inches wide from the door must be maintained at all times. (Fire Marshal NFPA 101, 7.7.1.1)

2. A total of 3 small patio tables and/or chairs are permitted on the balconies and terraces provided that they

are of like style and color (stacking patio chairs count as one). For example: 2 non-stacked chairs and one small table or 3 non-stacked chairs and no table.

3. In addition potted plants that do not prevent proper egress are permitted.

4. Any item deemed by the Association to be an eyesore shall be removed upon request.

5. Remove all movable objects from the balconies and terraces during hurricane warnings.

6. No object of any kind shall be hung from the balconies, windows or any other portion of the common property.

7. No object of any kind shall be thrown or allowed to fall from balconies, doors, windows or terraces. This includes cigars, cigarettes, sweepings and any other object. No items shall be shaken from the windows, doors, balconies or on the terraces.

8. No balcony or terrace may be enclosed.

9. Cooking is not permitted on the balconies or terraces.

11. INGRESS AND EGRESS: Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, on walkways or on staircase landings. No unit owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

12. STORAGE AREAS: Nothing shall be placed in the storage areas, if any, which would create a fire hazard.

13. BICYCLES: Bicycles must be placed or stored in the designated areas. Bicycles may not be stored on balconies, patios or under the stairways.

14. ATTIRE: Unit owners, their lessees, their family members and guests shall not appear at or use the recreational facilities, except in appropriate attire. No bare feet are allowed in the fitness center, the tennis courts, the playground area, or the clubhouse.

15. PLUMBING: Common water closets and other common plumbing shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

16. TRASH: Place trash inside a dumpster or garbage can. Trash cannot be placed or stored on any other portion of the common element including terraces and balconies. Trash placed in a dumpster must be compacted and small items must be secured in a bag. If one dumpster is full use another. Dumpster gates must be closed after use. Residents may not dispose of furniture, mattresses or appliances in the dumpsters or anywhere else on the property. Only the association can place an item in the fenced area that is behind the dumpster west of building 3032.

17. ROOFS: Unit owners (other than the Developer and/or agents of the Developer), their lessees, their family members and guests are not permitted on the roofs for any purpose whatsoever.

18. SOLICITATION: There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

19. EMPLOYEES: Except as may otherwise be permitted by the Association, employees of the Association shall not be sent out of the buildings by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

20. FIRE PROTECTION: Units have internal hard wired smoke detector(s) and a fire alarm buzzer. The buzzer is connected to the local fire alarm found outside the units. This buzzer sounds only when someone pulls the fire alarm outside the units. These are just sounding devices, NONE have a direct connection to the Fire Department. If a smoke detector goes off in case of emergency, pull the fire alarm outside your unit to warn neighbors and call 911 immediately.

If a buzzer is sounding and there is no emergency, notify the front office. If the office is closed, contact the emergency number if the fire department or someone who is on property cannot reset the system. Disabling a fire alarm or activating a fire alarm when there is no emergency are offenses under Chapter 806 of the Florida Statute. Fire doors such as those located in the clubhouse shall only be used in emergency situations.

21. SWIMMING POOL & SPA:

- (a) The fenced pool area is open from 8 A.M. until 10 P.M. No person shall enter this area outside these hours.
- (b) There is no lifeguard on duty. Unit owners, lessees and their guests using the pool or spa shall do so at their own risk.
- (c) A maximum of 43 persons are allowed in the pool and 5 in the spa.
- (d) Diving is prohibited.
- (e) Do not swallow the pool or spa water.
- (f) Maximum use time of the spa is 15 minutes and maximum temperature is 104 °F.
- (g) Animals, glass containers and cooking are prohibited inside the fenced pool area.
- (h) No smoking in or within 30 feet of the pool area.
- (i) All persons using the pool or spa must be appropriately attired and shower thoroughly before entering the pool or spa. Also an adult must be in proper bathing attire if the child wishes to enter the water.
- (j) Pool safety equipment should be kept in place and shall not be used, except for its intended purpose.
- (k) Large inflatable toys and floating furniture are not permitted in the pool.
- (m) Running, jumping, skating or any other activity which creates a danger or annoyance in the fenced pool area is prohibited. Bicycles, skateboards, and rollerblades are not permitted in the fenced pool area.
- (l) Food and beverages are prohibited inside the pool or spa and also cannot be consumed within a 4-foot perimeter of the water's edge.
- (m) Children under fourteen (14) must have adult supervision to be in the pool and children under twelve (12) must have adult supervision to be in the spa.
- (n) A child who cannot safely swim may not be brought into the fenced pool area unless accompanied by an adult.

(o) Children who are not toilet trained, whether wearing diapers or not, are prohibited from entering the water.

(p) Pregnant women, small children, people with health problems and people using alcohol, narcotics, or other drugs that cause drowsiness should not use the spa without first consulting with a doctor.

(q) If suntan oil is used, a beach towel must be used to cover the patio furniture.

22. MOTOR VEHICLES: No vehicle belonging to a unit owner, tenant or the guests, family members, employees, servants, visitors, licensees or agents of a unit owner or tenant (hereinafter “owners, tenants and guests”) shall be parked in such a manner as to impede or prevent access to another parking space. All vehicles shall be parked within the painted lines and pulled up close to the bumper. Owners, tenants and guests shall obey the parking regulations posted in the parking areas or right of ways, as well as any other traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners.

No vehicle repairs, except for emergency repairs, shall be made on the condominium property. Washing and waxing of motor vehicles shall be limited to areas designated by the association for the cleaning of motor vehicles. Vehicles should never be left unattended while located in the car washing area.

Inoperable vehicles shall be immediately removed from the condominium property. For the purposes of this rule, an “inoperable vehicle” shall mean any motor vehicle that cannot be driven for a continuous period of more than 72 hours, whether due to a flat tire, mechanical issues, electrical issues, body damage or for any other reason. This definition shall also include any motor vehicle that is not properly licensed and registered by a state or its appropriate governmental agency.

Unauthorized vehicles and trailers are prohibited from being on condominium property for a period of more than four (4) hours. The term “unauthorized vehicles and trailers” shall be defined to include tractor-trailer trucks, semi-trucks, motor homes, buses, fifth-wheels, RVs, trailers of any type, or a motor vehicle that has a curb weight in excess of 9000 lbs. This provision shall not apply to commercial vehicles of any third party business that is temporarily on condominium property while providing services to the association, a unit owner or his/her tenant which includes moving trucks and cargo trailers that are being used to relocate an owner or tenant.

Owners are eligible to obtain a maximum of two parking decals and one numerically assigned “visitor” parking tag. Parking decals may be revoked and limited to one per unit if need outgrows availability. New decals are to be affixed to the lower driver's side windshield close to VIN and not over any dark tinted portion of the glass (those affixed in the back remain valid). When used, the visitor tag is to be hung from the rear-view mirror of the guest's vehicle. Vehicles must display a valid parking decal or a visitor parking tag from “sun down” to “sun up” otherwise they will be towed. Parking enforcement will look under any covered vehicles to confirm a decal or tag is present. Visitor parking tags cannot be used for more than seven consecutive times on a specific vehicle unless prior arrangements are confirmed with the association manager. Residents are to report violations of the 7 day rule to the association manager.

To obtain parking decals and a visitor parking tag, owners or tenants must present to the property manager a completed contact sheet & parking application form, and, if not already on file, a pet registration form, and a unit key. In the case of a rental property, a copy of a valid lease is also

required. Motorcycles and scooters parking for more than 7 days must be registered with the front office as described although no decal or tags are required.

23. HURRICANE PREPARATIONS: Each unit owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the unit prior to departure by designating a responsible firm or individual to care for the unit during the unit owner's or lessee's absence in the event that the unit should suffer hurricane damage. The designated firm or individual shall be registered with the Board of Directors and such designated firm or individual shall contact the Board of Directors for permission to install or to remove hurricane shutters. If permission is given by the Board of Directors for the installation of storm shutters, then the approval shall be conditioned upon the Board of Directors also approving the quality of the storm shutters and the aesthetic appearance of the storm shutters. All storm shutters which may be approved by the Board of Directors shall be white in color, and shall be an accordion type storm shutter. Storm shutters shall only be installed during hurricane "watch" and hurricane "warning" situations.

The Board of Directors may, subject to the provisions of Section 718.3026 Florida Statutes, and the approval of a majority of voting interests of the Condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within common elements, limited common elements, units or Association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board of Directors may not install hurricane shutters. The Board of Directors may operate shutters installed pursuant to this Paragraph No. 23 without permission of the unit owners only where such operation is necessary to preserve and protect the Condominium Property and Association property.

The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board of Directors shall constitute a common expense as defined herein and shall be collected as provided in the Declaration. Notwithstanding the foregoing, a unit owner who has previously installed hurricane shutters in accordance with this Paragraph No. 23 of laminated glass architecturally designed to function as a hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each unit. However, such unit owner shall remain responsible for the pro rata share of expenses for hurricane shutters installed on common elements and association property by the Board of Directors, and shall remain responsible for a pro rata share of the expense of the replacement, operation, repair, and maintenance of such shutters.

24. PEST CONTROL: Unit owners or lessees must control pests within their unit or hire a pest control company if required. They are forbidden to feed wildlife on the property. In addition, unit owners and lessees must permit individuals hired by the Association to enter the unit, when scheduled, to perform pest control services, such as to inspect for termite damage.

25. FITNESS CENTER:

- (a) The Fitness Center is open for residents only from 8 A.M. until 10 P.M.
- (b) No attendant is on duty - use equipment at YOUR OWN RISK, in case of emergency dial 911. Management is not responsible for any injury or accidents that may occur.
- (c) Use any equipment only if you are in a proper health condition to do so.
- (d) Return weights to rack after use. Do not drop the weights.
- (e) Sanitize equipment after use.

- (f) Shirts and shoes must be worn all the times.
- (g) No sandals or flip-flops. No wet clothing, bathing suits or bare feet.
- (h) No food, alcohol, glass containers, smoking, gum or horseplay is permitted in fitness facility.
- (i) Animals are not allowed in the fitness center.
- (j) Persons under 16 years of age must be accompanied by an adult.
- (k) Loitering is prohibited. Please be watchful of your belongings. We are not responsible for lost or stolen items.
- (l) Follow equipment directions carefully. Report faulty or damaged equipment to management immediately.
- (m) Pick up any trash or litter.
- (n). Be considerate of others.
- (o). Keep Gym doors closed at all times.

26. OUTDOOR COOKING: It is a violation of the fire ordinance to have an open flame within ten feet of any building on the property (Fire Marshal NFPA 1:10.11.7). It is also unlawful to store liquefied petroleum (LP) gas on the balcony or inside a condo. (Fire Marshal NFPA 1:69.5.3.5). In addition to this, the Association only permits outdoor cooking in the designated cooking areas located by the back pond and near the tennis courts. When using the charcoal grills users must attend to the grill at all times. Water must be available to control and extinguish flames during use. Grills must be fully extinguished with water after use. Clean up the grilling area when complete.

27. TENNIS COURT: The Tennis court is open from 8 A.M. until 10 P.M. Those who use the court must wear tennis or court shoes. Limit play to 2 hours. Those under 13 years of age must be supervised by an adult. No bikes, rollerblades, roller skates, or skateboards, are permitted on the courts. Pets are also not allowed in the fenced court area.

28. COOPERATION WITH THE BOARD OF DIRECTORS: All unit owners and lessees shall cooperate fully with the Board of Directors in effecting a coordinated move-in and move-out schedule for the moving of furniture and furnishings.

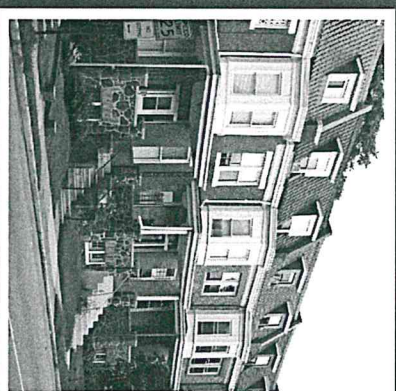
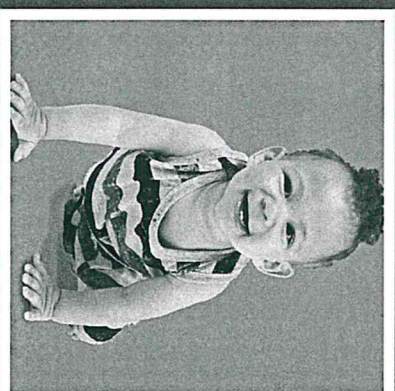
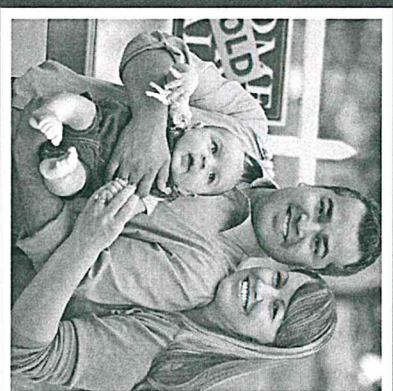
29. LEASING OF UNITS: An Application for Occupancy is required for each person over 18 years old. Application is valid for the duration of the lease. Application can be done online or at the clubhouse. Application fee is \$100 per person or per married couple. Application fee is non-refundable. All occupants are subject to approval including history of evictions, criminal background and credit check. Association provides substantially uniform lease with addendum mandatory for all rentals. A complete rental package must be submitted for approval prior to moving in. All occupants must check-in with the office prior to moving in. Rules and Regulations and Protect Your Home From Lead pamphlet must be included as part of the residential lease agreement.

The foregoing rules and Regulations are designed to make living for all unit owners pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

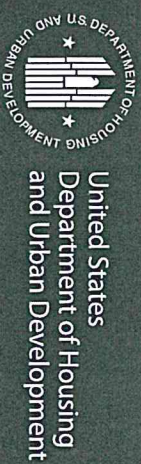
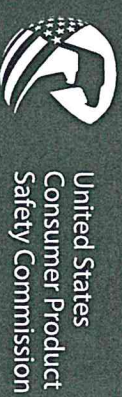
IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

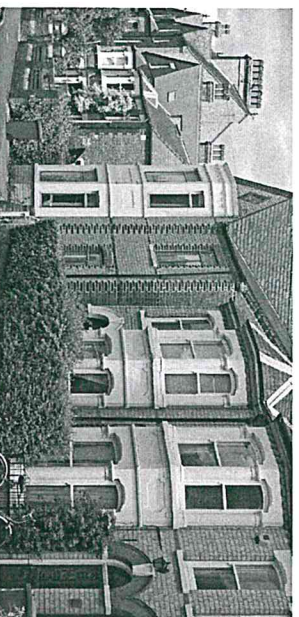
- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
June 2017

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WVDP/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially 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.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. 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 state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

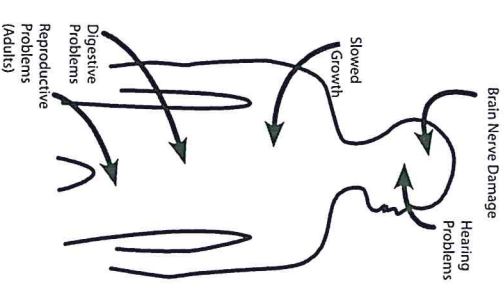
- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts 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, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



Check Your Family for Lead

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

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 lead. Blood lead 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.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

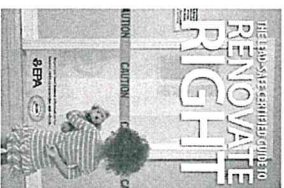
Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadSAFE, or read *The Lead-Safe Certified Guide to Renovate Right*.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 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 when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

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

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

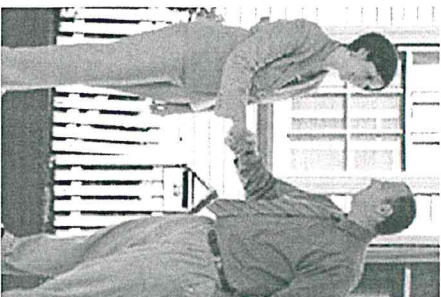
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.

- To remove lead hazards permanently, 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 control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to 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.

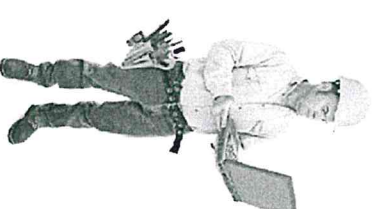
Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- 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 trained and certified testing professional, called a risk assessor, will:



- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- 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.

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.



Apt No _____ Apt Type _____ Monthly Rent _____ Occup Date _____ Pro-In \$ _____ Term Date _____

Referred By _____ Rent Starts _____ Reasons For Living Here _____

=====

Application For Occupancy (Rental/Lease)

Date _____

IMPORTANT: Each co-resident/co-applicant must submit separate applications.

PERSONAL INFORMATION

Applicants Name _____ Date of Birth _____ SS No _____

First Middle Last

Marital Status _____ Driver License No _____ State _____

Spouse's Name _____ Date of Birth _____ SS No _____

First Middle Last

Driver License No _____ State _____

Other Occupants

Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____

Do you own pets? _____ If yes, type (breed) _____ Size/Weight _____

Have you, the co-applicant(s), and/or any occupant(s) ever been arrested, charged and/or convicted of a crime? _____ If Yes, Provide detailed explanation.
(Use reverse side of this application)

Emergency contact **(Name/Phone)** _____

RESIDENT HISTORY

Present Street Address _____ State _____ Zip _____

Phone (____) _____ To/From _____ Monthly Payment \$ _____

Landlord's Name _____ Phone (____) _____

Reason For Moving _____

Previous Street Address _____ State _____ Zip _____

To/From _____ Monthly Payment \$ _____ Landlord's Name _____

Phone (____) _____ Reason For Moving _____

Have you and/or the co-applicant(s) ever been evicted from any property? _____ If Yes, Provide detailed explanation. *(Use reverse side of this application)*

EMPLOYMENT HISTORY

Present employer _____ Supervisor _____

Address _____ Phone (____) _____

Position _____ Date of employment _____ Gross weekly salary \$ _____

Previous employer _____ Supervisor _____

Address _____ Phone (____) _____

Position _____ Dates of employment _____ Gross weekly salary \$ _____

Spouses employer _____ Supervisor _____

Position _____ Phone (____) _____ Salary \$ _____

INCOME

Gross annual salary (Including fees, tips, commissions and bonuses) \$ _____

Gross annual salary spouse \$ _____

Other income you want to disclose \$ _____

BANK INFORMATION

Account No _____ Account type _____ Bank Name and Branch _____

Account No _____ Account type _____ Bank Name and Branch _____

CREDIT REFERENCES

Creditor _____ Account No _____ Mo Payment \$ _____

Creditor _____ Account No _____ Mo Payment \$ _____

Creditor _____ Account No _____ Mo Payment \$ _____

(If necessary use reverse side of this application to list additional accounts)

VEHICLES

Year _____ Make _____ Tag No _____ State _____ Registered to _____

Year _____ Make _____ Tag No _____ State _____ Registered to _____

Year _____ Make _____ Tag No _____ State _____ Registered to _____

Applicant(s) has submitted the sum of \$ _____, which is non-refundable payment for credit check/background check processing charge of the application. Such sum is not a rental payment or security deposit. This amount will be retained by the management to cover the cost of processing the application. It is understood and agreed between the parties that in the event this application for the above referenced apartment is rejected by _____ then said sum so received, as security deposit shall be returned to applicant without interest. It is further understood and agreed that in the event that said application is approved and accepted by _____ then said amount received below shall be applied on that security deposit so called for in the lease entered into between the parties. It is further understood and agreed by the parties that in the event that said application is approved and accepted by _____ and applicant refuses to enter into a lease agreement for the period of time as called for in applicants application then the sum so received herein shall be retained by _____ to serve as liquidation damages it will suffer by reason of applicants failing to enter into residency of that above stated apartment, but the acceptance or rejection of applicant shall remain within the sole discretion of _____. _____ is hereby authorized and given the right to verify by reasonable means the application including but not limited to credit check, criminal history, eviction-civil records, landlord verification, and verification of employment; and to exercise at it's sole discretion as to whether to reject this application and/or to terminate any lease which may be entered into between the parties pursuant to this application, whether during the term of the said lease or any extensions or renewal thereof if the applicant has made any false statements or misrepresentations whatsoever in the application. Furthermore, applicant(s) certify it has not knowingly omitted any information from this application, any additional documents in the application packet, exhibits and/or attachments.

Applicant has deposited the sum of \$ _____ which is to be applied to the security deposit in reference to the above apartment unit.

Applicant signature _____ Date _____

Spouse signature _____ Date _____

Leasing agent / Interviewed by _____ Date _____