



EDGEWATER  
CONDOMINIUMS

RESIDENTIAL LEASE

This RESIDENTIAL LEASE is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_ (hereinafter Landlord), and

\_\_\_\_\_ (hereinafter referred to as the Tenant), subject to the following terms and conditions:

1. Description of Premises. The Landlord hereby leases to Tenant, and Tenant leases from the Landlord, certain dwelling located at \_\_\_\_\_ in the Edgewater community.

2. Term. The dwelling is leased for a term beginning \_\_\_\_\_ 20\_\_ and extending for \_\_\_\_\_ (EXPIRATION DATE: \_\_\_\_\_).

3. Occupancy. The dwelling is leased to Tenant for occupancy and use as a single-family for residential purposes as defined in the Declaration of Restrictions and Protective Covenants, and is not to be used for any other purposes or occupied by any other person, other than the Tenant and Tenant’s immediate family (i.e. Tenant’s children, spouse and spouse’s children) when Tenant is in residence. The premises may not be used for illegal, immoral or improper purposes. Occupants: \_\_\_\_\_

4. Guests. Occasional guests are permitted. An occasional guest is one who does not stay more than one (1) month in any calendar year. Landlord’s written approval is required to allow an occasional guest, or anyone else other than Tenant’s immediate family as described in Paragraph #3 above, to occupy the dwelling longer than one month in a calendar year.

5. Rent. The rent amount shall be \_\_\_\_\_ (\$ \_\_\_\_\_). The monthly installments for the term of this Lease shall be \_\_\_\_\_ (\$ \_\_\_\_\_) per month, the first installment to be paid on or before execution of this Lease and subsequent installments payable in advance on the first day of each and every month thereafter. Such advance rent payments may be treated as part of the security deposit as provided in Paragraph 6 hereof. If any rent payment is not received within \_\_\_\_ ( ) days after same becomes due, a \$ \_\_\_\_\_ late fee and interest on such payment shall accrue at the highest rate allowed by law. Rent payments are to be delivered by mail or in person to:

\_\_\_\_\_  
6. Security Deposit and Advance Rent. The Landlord acknowledges receipt of \_\_\_\_\_ (\$ \_\_\_\_\_) representing a security deposit and \_\_\_\_\_ (\$ \_\_\_\_\_) first month rent. Landlord shall retain the security deposit for the Tenant’s faithful performance of

this Lease in a non-interest-bearing account. The Landlord is not obligated to apply the security deposit or advance rent to rents or other charges in arrears or on damages for the Tenant's failure to perform the Lease. The advance rent may be applied to any damage to the residence. The security deposit, if not applied toward payment of damages as herein provided, is to be returned to the Tenant when the Lease is terminated, after the Tenant has vacated the premises and delivered possession to the Landlord in the same condition as delivered to Tenant at the commencement of the Lease, ordinary wear and tear expected. If the Landlord repossesses the premises because of the Tenant's default or breach, the parties acknowledge that the security deposit of \_\_\_\_\_ (\$ \_\_\_\_\_) may be retained by the Landlord, but shall not constitute a limit on Tenant's liability hereunder.

7. Utilities. Electricity, telephone, and water and sewer services are not furnished as part of this Lease except that Landlord shall provide waste collection, and pest control. There shall be no plumbing fixtures or any apparatus using water placed in the residence other than those presently installed.

8. As Is. Tenant has inspected the Premises and is familiar and satisfied with its present condition. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken.

9. Landlord's Right of Entry/Inspection. The Landlord or Landlord's agents shall have the right to enter the residence at all reasonable hours to inspect them and whenever necessary to make repairs or alternations of the residence appurtenant limited common elements. The Tenant hereby grants permission to the Landlord to show, and to new rental applicants or purchasers to inspect, the residence at all reasonable hours during the last two remaining months of this Lease and upon advance notice to Tenant. Landlord's right to enter shall be governed by the appropriate provisions of the Florida Statutes, it being specifically understood that hurricanes or severe weather warnings shall constitute an emergency under this section.

10. Nuisance. The Tenant will not do nor permit anything to be done in the residence or surrounding grounds, or bring or keep anything therein which shall in any way increase the fire risk on the residence 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 Tenant or any of his 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. Tenant Conduct, Remedies. All Leases shall be on this uniform Lease furnished by the Association. This uniform Lease provides that the tenants have read and agreed to be bound by the Rules and Regulations. This uniform Lease shall further provide that any violation of the Rules and Regulations shall constitute a breach of the Lease and subject the tenant to eviction. If a tenant fails to abide by the Rules and regulations, the Unit Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law. The Unit Owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including eviction. If the Unit Owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the

authority to act as agent of the Unit Owner to evict the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions.

12. Approval Process, Disapproval. The Association shall not assume any responsibility for the denial of a Lease application if any denial is based upon any of the following factors.

- (1) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;
- (2) The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents.
- (3) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations.

13. Pets. **NO PETS ALLOWED, NO EXCEPTIONS.**

14. Smoking. No smoking of tobacco product or similar substance shall be permitted in the dwelling.

15. Motor Vehicles. A maximum of two (2) vehicles are permitted. Tenant agrees to abide by all parking rules established now or in the future by the Homeowners Association, Inc. No trailers, campers, vehicles on blocks, motorcycles, boats, or commercial vehicles are allowed on or about the Premises. Vehicles must be currently licensed, owned/leased by the Tenant, registered, operational, and properly parked. Any vehicle not meeting the above requirements and additional rules of the Association shall be deemed an unauthorized vehicle, which shall be subject to being towed at owners expense. Tenant agrees to indemnify or hold harmless Landlord and Landlord's agents for any expenses incurred due to the towing of any vehicles belonging to Tenant, Tenant's family members, visitors, guests, or invitees. Tenant also agrees to indemnify and hold harmless Landlord for all costs, fines, and attorney's fees related to the parking or operation of a motor vehicle on the Premises.

16. Damage to Premises/Insurance. Tenant agrees that he/she will not mar or deface the walls, ceilings, or woodwork, if any, by driving nails, tacks or screws or by otherwise defacing same and Tenant agrees to pay Landlord for all damages done to the residence and the common or limited common areas, or Association property by misuse, neglect or otherwise. Tenant agrees to deliver up the premises when required hereunder in as good order and repair as the same now are, reasonable wear and tear expected. Tenants agree to remove any and all rubbish or other refuse matter from the residence and condominium property at the time Tenant vacates said premises. Failure to comply with the above obligations shall render the Tenant liable to Landlord for all expenses incurred incident to the above matters. Tenant shall be responsible for purchasing renters insurance on Tenant's personal property and furnishings and Landlord shall have no obligation therefore.

17. No Alterations, etc. No alterations, additions, or improvements, including shelving, wiring, plugs and plumbing connections, shall be made in the residence or to the surrounding grounds by Tenant without prior written consent of the Landlord, and when so made, the same shall become the property of the Landlord. No signs

or advertising notices of any kind shall be placed on any part of the residence or surrounding property. No repairs shall be allowed or paid for by the Landlord on said premises, unless agreed to in writing prior to the time such alterations or repairs are to be made.

18. Other Restrictions. The Tenant agrees to abide by the terms of the Declaration of Restrictions and Protective Covenants of Edgewater Condominiums, Articles of Incorporation, Bylaws and the rules and regulations of Edgewater Condominiums, as same may be amended from time to time.

19. Default.

(a) If Tenant fails to keep any of Tenant's agreements mentioned in the Lease, other than Tenant's agreement to pay rent, or if Tenant engages in objectionable conduct, or if the Premises are damaged because of negligence or misuse by Tenant, a member of his family or other person on the Premises with his consent, then, in any one or more of such events, Landlord may serve upon Tenant the seven (7) day notice referred to in Section 83.56(2), Florida Statutes, and if such default of Tenant has not been cured and corrected or objectionable conduct stopped within said seven day period, then at the end of said seven days, Landlord may at Landlord's option, terminate the Lease by serving upon Tenant a three (3) day notice of Landlord's election to do so, and upon the expiration of said three (3) days the Lease shall terminate and Landlord shall retake possession of the Premises for its own account or,

(b) If Tenant shall make default in the payment of the rent, and such default shall continue three days after the giving of the written three day notice referred to in Section 83.56(3), Florida Statutes, Landlord may at Landlord's option, terminate the Lease and retake possession of the Premises for its own account.

In the event of any default described above, the Landlord may bring an eviction proceeding against the Tenant to remove the Tenant from the Premises. If successful, the Landlord is entitled to an award of its reasonable attorney's fees and costs.

20. Continuing Obligation to Pay Rent. The Tenant agrees to pay said rent in the manner aforesaid and no condition or circumstance of any kind or nature shall be justification for failure to pay said rent when due, except if said residence be destroyed or rendered untenable by fire or other casualty; then in such case, the Tenant shall pay only such proportion of the rent as may be due at the time of such fire or other casualty. However, the premises shall be deemed to remain tenantable so long as Tenant continues to occupy same. No justification will be recognized for failure or refusal to make prompt rental payment when due because of any defective and/or inoperative condition which might develop. The Landlord will correct and/or repair items it deems necessary or advisable at the Landlord's convenience and its discretion.

21. Landlord's Remedies. In the case of failure by the Tenant 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 Landlord may, in addition to any other remedies above provided or given it by law, continue this Lease and recover damages for such failure including, but not limited to, all costs and expenses incurred thereby, including court costs and reasonable attorneys' fees. Such fees and expenses shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within five (5) days of rendition of a bill to Tenant concerning such costs and expenses; 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 Tenant agrees to surrender peaceable possession of said premises to the Landlord; and the failure to consider the Lease forfeited for one failure or breach shall not be a waiver of the Landlord's right to declare the Lease forfeited for any subsequent breach, this right being a continuing one.

22. Waiver of One Breach not Waiver of Others. Waiver by the Landlord of any breach of any covenant or duty of the Tenant under this Lease is not a Waiver of a breach of any subsequent breach of the same covenant or duty.

23. Assignment or Sublease. The Tenant shall not assign this Lease or sublet any part of the residence hereby leased, or any part of his interest thereof, without prior written consent of the Landlord which consent may be unreasonably or arbitrarily withheld. The Landlord reserves the right to assign its interest in this Lease, and any sums received there under, on sale of the residence.

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

25. Tenant's Holding Over – Double Rent. If the Tenant holds over and continues in possession of the residence or any part thereof after the expiration of this Lease without the prior written permission of the Landlord, the Landlord may recover possession of the premises in the manner provided by law. For the period during which the Tenant so refuses to surrender possession, the Landlord may recover double the amount of the rent, for each day the Tenant holds over, for the premises or any part so held by Tenant.

26. Lease Not Recorded. This Lease Agreement shall not be recorded, and the recording thereof shall make the Lease null and void, in the discretion of the Landlord.

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

28. Waiver of Trial by Jury. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the Lease or Tenant's use and occupancy of the premises, other than an action for personal injury.

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

30. Entire Agreement. This Lease Agreement constitutes the entire understating 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 Agreement.

31. Amendment. The agreements contained in this Lease may not be modified, waived, amended, discharged or terminated except by a written instrument executed by both parties hereto.

32. 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 public health unit.

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

PROPERTY MANAGER/LANDLORD

Sign: \_\_\_\_\_

\_\_\_\_\_ Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone

OWNER

Sign: \_\_\_\_\_

\_\_\_\_\_ Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone Number

TENANT(S)

Sign: \_\_\_\_\_

\_\_\_\_\_ Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone Number

Sign: \_\_\_\_\_

\_\_\_\_\_ Phone Number

\_\_\_\_\_  
Print Name