

LUDLAM POINT FACT SHEET

Property YR MTH # 4 digit PIN

571

Date of Lease agreement: Tenant I.D. Guarantor Name
 First Resident's Name: (1)
 Second Resident's Name: (2)
 Third Resident's Name: (3)
 Forth Resident's Name: (4)
 Unit No.:
 Building No.:
 Occupied by No. of persons:
 Lease start date:
 Lease end date: 0 Lease months - verify sales tax requirement
 First Regular monthly rent is due:
 Sales Tax applicable (Y/N): 7.00% Sales Tax Rate Enter "Y" or "N"

TOTAL CHARGES AND CREDITS:

Monthly base rental amount: \$0.00
 Month to month fee: \$0.00
 Corporate Unit fee: \$0.00
 Concessions: \$0.00
 Sales Tax: \$0.00
 Your total monthly Rent: \$0.00
 Required Security deposit: \$0.00
 Required Last Month Rent deposit: \$0.00
 Prorate Concession: \$0.00
 1st month rent concession: \$0.00
 Early Move-in Fee: \$0.00
 Application Fee: \$0.00
 Pet Fee (non-refundable): \$0.00
 Additional Gate Clicker(s): \$0.00
 Sales Tax: \$0.00
 Other charges and credits: \$0.00

NOTES & COMMENTS

Explain other charges & credits:
 ROSS special; App fee credit

Balance Due Date: January 0, 1900

TOTAL CHARGES AND CREDITS: **\$0.00**

Less payments received

Reservation Deposits previously received: \$0.00

BALANCE NOW DUE : \$0.00

DATE

MANAGE YOUR ACCOUNT ONLINE

WWW.PADRONCPA.COM

You can also call 305-232-4400
 or email: customer.service@padroncpa.com

Entry Gate Remote No.	<input type="text"/>	0
Entry Gate Remote No.	<input type="text"/>	0
Entry Gate Remote No.	<input type="text"/>	0
Entry Gate Remote No.	<input type="text"/>	0

Telephone:	<input type="text"/>
Telephone:	<input type="text"/>
Telephone:	<input type="text"/>
Telephone:	<input type="text"/>

Resident Handbook: Resident(s) acknowledge that they have received, reviewed, & understand the Resident Handbook and agree to abide by the terms contained therein and as modified from time to time. I(we) have been advised of the charges for violations and agree to be bound by them.

Vehicle Registration: *IT IS THE RESPONSIBILITY OF EACH RESIDENT TO NOTIFY THE OFFICE OF ANY CHANGES*

Vehicle:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Make:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Model:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Color:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Year:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Tag:	<input type="text"/>	<input type="text"/>	<input type="text"/>
State:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Decal Number:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Visitor Decal Number:	<input type="text"/>	<input type="text"/>	<input type="text"/>

Sign: _____
 Sign: _____



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into this 01/00/00 , by and between LUDLAM APARTMENTS, L.L.C. referred to as "Lessor", and 0 and 0 and 0. and 0 , referred to as "Lessee".

1. DESCRIPTION:

The Lessor leases to Lessee, and said Lessee takes Unit No. 0 Building Number 0 at Ludlam Point, (the "Premises") a/k/a FALSE SW 44th street, Miami, Florida 33155 to be used and occupied by Lessee as a residence, for no other use, and by no more than 0 persons.

2. TERM:

The term of this Lease shall be from January 0, 1900 up to 12:00 noon on January 0, 1900 . Any holding over by the Lessee shall be an unlawful holding over unless this Lease is extended in writing by the Lessor and Lessee. For any period of time which Lessee is an unlawful holdover, Lessee will be liable to Lessor for double the monthly rent.

3. RENT:

The Lessee agrees to pay the Lessor \$0.00 per month as rent in lawful money of the United States by personal check, money order or cashier's check. Such personal check, money order or cashier's check to be drawn on a bank in Miami-Dade County, Florida. The Rent shall be payable to the Lessor as follows: In advance, monthly, on or before the first day of each month by 5:00 p.m. without notice or demand for the entire term of the Lease. All rent shall be deemed earned when paid. The Lessee shall pay all Rent to the Lessor at the office of the Lessor until the Lessor notifies the Lessee of a change. The Rent check is to be mailed or delivered to 6880 SW 44th Street, #100, Miami, FL, 33155 or to any other address that Lessor may specify. Rent check and any other checks shall be made payable to LUDLAM POINT APARTMENTS.

Payment of rent by cash is prohibited, and the Lessee assumes the risk that Lessee will not be properly credited with rent payments even if an agent of the Lessor, or a person appearing to be an agent of the Lessor, takes cash.

The first regular Rent payment comes due on the first day of January, 1900 It is acknowledged by the parties that time is of the essence in the payment of Rent and the Lessee agrees that in addition to the Rent, the Lessee shall pay to the Lessor the sum of \$60.00 for every payment received by the Lessor after the first (1st) day of the month plus an additional charge of \$1.00 per day for each day thereafter until the Rent is received by the Lessor. Lessee agrees to pay the Lessor \$50.00 or an amount of up to 7% of the face amount of the check as a service charge whichever is greater, if for any reason a check tendered by the Lessee to the Lessor is returned by the bank. If two or more of Lessee's checks are returned for any reason, Lessor will not be required to accept personal checks for Lessee's rent in the future. So too, will a personal check not be acceptable after the 10th day of the month. The Lessee hereby authorizes the Lessor to deduct said sums from any security deposit held by the Lessor and the Lessee agrees to redeposit said amount as security upon request.

Charges for Late Fees, Insufficient Fund Fees, and Legal Fees shall be considered additional rent and collected in the same manner as rent. In the event on non-payment of rent, all rental concessions may be considered null and void and the full market rent will be due and payable in addition to all other fees and charges. Monthly rental concessions provided for Employment or other special circumstances are only valid during employment and the monthly rent will revert to market rent upon separation. Separation will also require 30 days to vacate.

4. TAXES:

The Lessee agrees to pay any tax in the form of sales tax, rent tax or service charge, in respect to the payment of rent and in connection with any other service or services provided by the Lessor under the Lease as may be required by the County of Miami-Dade, the Laws of the State of Florida, and the Federal Government, all of which shall be considered Additional Rent.

5. RULES & REGULATIONS:

The facilities of the community are for the exclusive use of residents, their immediate family members, and guests when accompanied by a resident. Residents are responsible for their guests, and will be held liable for damages caused by their guests. In order to provide you with the maximum amount of enjoyment from your community, and to ensure the safety of residents and the appearance of the community, the following rules and regulations will be enforced (PLEASE SEE THE RESIDENT HANDBOOK FOR MORE DETAILED INFORMATION OF THE RULES AND REGULATIONS THAT MAY BE CHANGED OR ALTERED FROM TIME TO TIME WITHOUT NOTICE):

- 1 Windows Treatments such as newspaper, sheets, blankets, foil, or tape are not acceptable.
- 2 Residents are liable for damages to the trees, shrubbery, grass, and plants if they mutilate or deface it.
- 3 No immoral, improper, offensive or unlawful use shall be permitted in any apartment.
- 4 Residents shall not install or operate in their apartment any machinery, refrigeration or heating devices.
- 5 Residents shall not use or permit any flammable oils or fluids.
- 6 No business, trade, or profession of any type whatsoever shall be conducted from within the apartments.
- 7 Common Areas shall not be used for hanging or cleaning garments, rugs, household furnishings, etc
- 8 Unauthorized storage of items on the landings, patios or common areas will be removed and disposed of
- 9 Unlatch and open the door of the trash containers before attempting to dispose of your trash.
- 10 Do not throw items over the gate.
- 11 Kindly close & re-latch the doors to prevent swinging doors from damaging cars, bikes, etc.
- 12 Do not leave trash on your balance/landing/patio.
- 13 Security cameras will monitor the entry gates hold those responsible for vandalism and damages.
- 14 Use your clicker for your own entrance and do not allow others to enter with your clicker.
- 15 Proceed one car at a time through the gate and do not allow other cars to sneak in behind you.
- 16 Vehicles greater than a normal size SUV must call the office during normal working hours for exit.
- 17 No animal or pets can be kept without prior approval from Lessor.
- 18 "Visiting" pets cannot be kept with without prior approval from lessor.
- 19 No Pet shall be allowed to commit a nuisance upon the common areas or the complex.
- 20 Wastes deposited by Pets shall promptly be removed by the pet's owner.
- 21 No Pet shall be left unattended upon the terrace/landings/patio or other areas.
- 22 No Pets are permitted in the common areas, including the pool and fitness center.
- 23 Pets shall be walked along the perimeter wall of the property while controlled by a leash
- 24 No awnings, screens, glass enclosures, or other projections shall be attached to the outside walls
- 25 No television, microwave or other outdoor antenna system or facility shall be erected on the property
- 26 Satellite dishes may not be affixed to the building or any other common area.
- 27 No residents shall cause improvements or changes to the interior or exterior of the unit
- 28 No garbage cans or other items shall be placed in paths, stairways, walkways or parking areas.
- 29 Outdoor grills are not permitted. We have provided common grilling facilities by the pool for your use.
- 30 Patio areas and landings are to be kept free of trash and debris at all times.
- 31 Only one white chair, one door mat and one small plant no larger than 2 feet high are allowed on all landings or entrance to the apartments.
- 32 Vehicles may be towed at owner's expense without warning for lack of parking decals, in unauthorized zones, double parked, illegal use of In handicapped parking, blocking trash enclosures, blocking fire hydrants, blocking other cars, cars in inappropriate condition, etc.
- 33 No parking of any boat, recreational vehicle, camper, trailer or any other large vehicle.
- 34 No repairs of any vehicle shall be performed in the parking area.
- 35 Residents shall be liable for damages to the Ludlam Point property caused by receiving deliveries, or moving or removing furniture or other articles to or from their respective apartment.
- 36 No resident shall allow the front entrance to remain open for other than immediate ingress or egress.
- 37 No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoyances or become obnoxious to other lessees, or otherwise deadly

6. SECURITY DEPOSIT AND ADVANCE RENT:

The Lessee has this day deposited with the Lessor, in addition to the rental sum acknowledged above, the sum of \$0.00 as the security deposit and \$0.00 as last month's rent. The Lessor shall retain the said security deposit to guarantee to the Lessor and to secure the performance by the Lessee of all of the terms, conditions, covenants and agreements contained in this Lease. Nothing shall ever be construed as making it obligatory upon the Lessor to apply the said security deposit as rent; however, in the event Lessee fails to pay rent when it comes due, the Lessor shall have the option of applying some or all of the security deposit to the past due rent. If at the expiration of the term of the Lease, the Lessee shall surrender and deliver possession of the Premises in the condition required pursuant to the terms of this Lease (or shall reimburse Lessor for the cost of repairing all damage which under the terms of this Lease, the Lessee should have repaired) and shall fully have performed all of the Lessee's obligations hereunder, then in such event the security deposit less a one time turnover fee of \$200.00 shall be returned to the Lessee within 30 days of the expiration of this Lease and the surrender of possession; otherwise the security deposit shall be disposed of in accordance with the terms of this Lease and the applicable Landlord & Tenant statutes of the State of Florida. Any time any of the security deposit is used as rent or for reimbursement for repairs, the Lessee shall immediately upon being notified of a deficiency in the security deposit pay such sums to the Lessor as are necessary to eliminate the deficiency and thereby replenish the security deposit. Should Lessee fail to replenish the security deposit or update it upon renewal, a \$ 50.00 fine shall be deducted from the security deposit at the time of move-out. If more than one person signs this Lease as a Lessee, any security deposit required to be returned to Lessee shall be deemed properly returned if mailed to or given to any person who signs this Lease as a Lessee. At the termination of this Lease, if the Premises have not been returned to the condition required hereunder, then the Lessor shall be empowered to apply so much of the security deposit as is necessary to return the Premises to the condition required hereunder.

The security deposit and any advance rent will not be held in escrow. A bond has been placed pursuant to Florida Law. The Lessee will receive 5% interest on such deposit and such interest shall be added to the security deposit at the end of the Lease term. The Lessor reserves the right to change the manner in which the deposit is held. Notice of the change will be given to the Lessee as Florida law provides. Section 83.49(3) of the Florida Statutes provides:

(3)(a) Upon the vacating of the Premises for termination of the Lease, if the landlord does not intend to impose a claim on the security deposit, the Landlord shall have thirty (30) days to return the security deposit together with interest if otherwise required or to give the Tenant written notice by certified mail to the Tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

*This is a notice of our intention to impose a claim for damages in the amount of \$_ upon your security deposit, due to _ . It is sent to you as required by s.83.49(3) Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within fifteen (15) days from the time you receive this notice or we will be authorized to deduct our claim from your security deposit. Your objection must be sent to Ludlam Point, 6880 SW 44 ST, #100, Miami, Florida 33155.
If the Landlord fails to give the required notice within the thirty (30) day period, he or she forfeits the right to impose a claim upon the security deposit.*

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

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

LESSOR WILL MAKE SECURITY DEPOSIT REFUNDS BY ONE CHECK, JOINTLY PAYABLE TO ALL RESIDENTS WHO HAVE SIGNED THE LEASE. ALL PARTIES ON THE CHECK MUST ENDORSE THE CHECK IN ORDER FOR IT TO BE CASHED. FORGERY IS A FELONY. ONE RESIDENT MAY NOT ENDORSE THE SECURITY DEPOSIT REFUND CHECK ON BEHALF OF ANOTHER RESIDENT. LESSOR MAY MAIL SUCH CHECK AND NOTICE OF ITEMIZED DEDUCTIONS LISTING AMOUNTS WITHHELD FROM SECURITY DEPOSIT TO ANY ONE RESIDENT.

7. TURNOVER FEE:

Lessee hereby agrees to a one time automatically deducted turnover fee in the amount of \$200.00. This fee will be deducted from the security deposit at the time of vacating the Premises. This is a one time fee. All other damages, trash removal charges, etc. will apply and are not included in this fee.

8. INTENTION TO VACATE:

Lessee agrees to provide Lessor with at least 60 days written notice from the date of the lease expiration of intention to renew or vacate the Premises. Failure to provide this 60-day written notice will result in the forfeiture of the Lessee's security deposit and will invalidate any right to Lessee to renew the Lease. Employment or other special circumstances will require 30 days to vacate in the event of Separation.

9. CREDIT REPORT:

Lessee acknowledges and agrees that the Lessor may inquire into the credit history of the Lessee. Lessor may use any reasonable means to obtain such a report. This Lease is subject to and conditioned upon a favorable credit report based on Ludlam Point's standards. Lessee acknowledges that a non-refundable \$150.00 processing fee for the credit report will be charged.

10. CONDITION OF PREMISES:

The taking of possession of the Premises by Lessee shall be conclusive evidence that said Premises and the building of which the same are a part were in all respect in good and satisfactory condition and acceptable to Lessee at the time that Lessee took possession thereof. Lessee hereby releases Lessor from any and all claims arising from any defect or defects in the condition of said Premises, or the property of Lessor of which said Premises are a part, or the equipment, fixtures or appliances in or serving said Premises and the property of which they are a part, and the streets, alleys, areas, area ways, passages or sidewalks and adjoining or appurtenant thereto.

11. USE:

The Lessee will use the Premises only as the place of residence of the Lessee and the Lessee's immediate family. "Immediate Family" shall be defined as Lessee's spouse and children. The Lessor has reserved the privilege from time to time to promulgate and require compliance with the rules and regulations regarding the operation, residence, use, and maintenance of the Premises and common areas. At the end of the term, whether by expiration of time or by default of the Lessee, the Lessee will surrender up the Premises and any of the Lessor's personal property in the same condition in which they were received in accordance with the terms of this Lease, normal wear and tear excepted.

12. APPLIANCES:

Lessee acknowledges that the unit includes appliances such as refrigerator, washer/dryer, range/oven, dishwasher and microwave ("The Equipment") which were delivered to Lessee upon possession in "as is" condition. Lessee acknowledges that only remodeled units contain microwaves, and nothing in this paragraph shall require Lessor to provide a microwave with the Premises. The Equipment shall be the exclusive property of Lessor and shall not be moved without Lessor's written consent. Lessee shall bear the cost of the Equipment in the event that the Equipment is damaged, lost, or stolen. Lessor agrees to repair and maintain the equipment at its cost except for damage or loss caused as a result of negligence or willful or intentional misconduct by the Lessee. Lessee agrees to waive and by this instrument releases Lessor and its agents representatives, officers, directors, and employees of any and all claims, liabilities and actions, of whatever nature, resulting from or arising out of the Equipment.

13. REPAIRS AND MAINTENANCE BY LESSEE:

At all times, the Lessee shall keep the Premises and the walls, ceilings, floors, woodwork, paint, plastering, plumbing fixtures and the personal property therein in a sightly, healthy, and clean condition and in a good state of repair, as well as in compliance with all applicable ordinances, laws and statutes. Lessee must notify Lessor immediately of any needed maintenance or repair. Upon termination of this Lease, whether by expiration of the term or by reason of any other matter or thing whatsoever, the Lessee shall replace all broken parts of any utility, stove, refrigerator or other fixture or appliance which shall have been broken or damaged by anyone whomsoever, other than the Lessor or its agent(s). The Lessee shall not cause or permit any waste, misuse or neglect in or to the Premises or any part thereof. In the event the Lessee fails or refuses to perform the covenants contained herein, the Lessor or any of its agents or servants may enter the Premises or attempt to perform the Lessee's covenants as provided for herein without affecting the tenancy or terminating this Lease or the Lessee's occupancy of the Premises and without the same constituting any constructive or actual eviction, and upon completion thereof by the Lessor, the Lessee shall pay the Lessor the original cost of the items being replaced or repaired immediately upon demand or the Lessor may, at the Lessor's election, treat the Lessee's failure to comply with these covenants as constituting the Lessee in default under this Lease. No duty imposed by the terms of this paragraph upon the Lessee shall extend to or include a situation in which the damage involved is occasioned wholly by wear and tear or natural depreciation or obsolescence or by fire, windstorm, or other state of affairs, which is not attributable to the fault, or neglect of the Lessee.

Initial:_____Initial:_____
Initial:_____Initial:_____

14. MOLD & MILDEW

The parties acknowledge and agree that molds are naturally occurring organisms found virtually everywhere in our environment and that there is conflicting scientific evidence as to the types of mold and quantity of mold which may adversely affect health. The parties further acknowledge that mold can grow where there is excess moisture present inside a dwelling and that it is necessary for Lessee to take appropriate measure to minimize the potential for mold growth in Resident's suite. Therefore, Lessee agrees to do the following:

- 1 Keep the apartment clean as required by the Lease, by vacuuming, moping, and dusting on a regular basis and by using environmentally safe household cleaners to remove dirt and debris that contribute to mold
- 2 Maintain proper ventilation throughout the apartment, particularly in closets, by opening windows during dry weather and/or running the fan on the apartment's air-handling unit.
- 3 Do not overfill closets or storage areas.
- 4 Remove visible moisture accumulation on windows, windowsills, walls, and other hard surfaces as soon as reasonably possible, periodically clean and dry walls and floor around the sink, bathtub, shower, toilets, windows, and patio doors, using a common household disinfectant cleaner.
- 5 Turn on any exhaust fans in the bathroom and kitchen before starting to shower or cook, and allow fans to run until all excess moisture has dissipated.
- 6 Do not block or cover any of the heating, ventilation, or air conditioning ducts in the apartment.
- 7 Look for leaks in washing machine hoses and discharge lines.
- 8 Immediately report to the management office (i) any evidence of a water leak or excessive moisture in the apartment, (ii) any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area, (iii) any failure or malfunction in the heating, ventilation, or air conditioning system in the apartment, and (iv) any inoperable doors or windows.

Resident(s) acknowledges and agrees that, if Resident(s) falls to comply with the terms of this Addendum Resident(s) shall be responsible for damage to the apartment and Resident's property and for any health problems suffered by Resident(s) and/or other occupants of the apartment resulting there from.

15. REPAIRS AND ALTERATIONS:

The Lessee acknowledges that the Lessor is responsible for maintaining all components, whether electrical, plumbing, or structural, within the Premises excluding components owned by the Lessee, Lessee's family, or acquaintances. The Lessee is under a continuing duty to inform the Lessor of any component failure or other damage within the Premises. The Lessee acknowledges that he or she will not make any such repairs. The Lessee will bear the cost of any repairs due to damage occasioned by his or her negligence or fault or that of his or her guests or invitees, costs for repairs to the Premises being payable to the Lessor and costs for repairs to the common elements being payable to Ludlam Point Apartments. The Lessor shall have the right to build additions or other improvements to its building and to erect other buildings on adjoining or neighboring premises, without any liability to the Lessee. The Lessee shall, upon vacating the Premises, leave the Premises in a good and sanitary condition ordinary wear and tear excepted..

16. LESSEE'S FURNISHINGS AND IMPROVEMENTS:

Lessee may install in the Premises furniture as the Lessee may desire, provided, that the Lessee may not install any fixtures or equipment which will tie into or use the Lessor's plumbing or electrical wiring without the Lessor's written approval which approval may be withheld at the Lessor's sole discretion. Lessee may make no structural alterations to the Premises or mar or deface the structural content without the Lessor's consent in writing which consent may be arbitrarily withheld. The Lessor may, by written instrument, require the Lessee to leave in the Premises any alteration, which the Lessor has authorized or, alternatively, the Lessor may require that the Lessee remove the alterations at the Lessee's expense.

17. LIABILITY OF LESSOR TO LESSEE:

The Lessor shall not be liable for any damage caused by failure to keep the Premises in repair, and shall not be liable for any damage done by plumbing, gas, water, steam, or other pipes, or sewerage, or the bursting, leaking, or running of any cistern, tank, washstand, water closet, or waste pipe, in the building or Premises, nor for damage caused by water or anything coming through the roof, skylight, trap-door or otherwise, nor for any damage arising from acts of neglect of co tenants, or other occupants of the building, or of any owners or occupants of adjacent or contiguous property.

18. DEFAULT:

If the Lessee fails pay the Rent, breaches any of its obligations under this Lease, or fails vacates or abandons the Premises, removes Lessee's property from the Premises without satisfying its obligation for rent during the entire term of this Lease, fails to comply with any of the rules and regulations now in effect in Ludlam Apartments or such rules and regulations as may be added to or amended from time to time and such, or breaches any other conditions of this Lease, the Lessor may: (a) Treat the Lease as terminated and retake possession for its own account, thereby terminating any further liability of the Lessee; or (b) retake possession of the dwelling unit for the account of the Lessee, holding the Lessee liable for the difference between rental stipulated to be paid under the Lease agreement and what, in good faith, the Lessor is able to recover from a reletting; or (c) stand by and do nothing, holding the Lessee liable for the rent as it comes due. If the Lessor retakes possession of the dwelling unit for the account of the Lessee, the Lessor has a duty to exercise good faith in attempting to relet the Premises, and any rentals received by the Lessor as a result of the reletting shall be deducted from the balance of rent due from the Lessee. For purposes of this section, "good faith in attempting to relet the Premises" means that the Lessor shall use at least the same efforts as the Lessor uses in attempting to lease other similar rental units, but does not require the Lessor to give a preference in leasing the Premises over other vacant dwelling units that the Lessor owns or has the responsibility to rent.

Lessee agrees that in case of default the Lessee will then owe the Lessor all costs, if any, of court costs, reasonable attorney's fees and any other professional fees incurred by the Lessor. In the event of a default hereunder, Lessor shall have the right to elect to treat the Lease as terminated and in the event of such termination, Lessee's continued occupancy at Lessor's election be deemed to constitute a wrongful possession or a month to month tenancy. All rights and remedies herein are for the benefit of Lessor and are cumulative and resort to any remedy shall not be construed as an election of remedies by Lessor or to exclude or prevent Lessor's resort to any other remedy at law, equity or as otherwise provided for herein.

19. EARLY TERMINATION OPTION

(a) Conditions of Early Termination: Lessee may terminate the Lease, prior to the expiration of the Lease Term, provided Lessee fulfills all of the conditions and obligations set forth below.

(1) Lessee cannot be in Default of any provisions of the Lease on the date Lessor receives notice from Lessee that he/she is exercising the early termination option;

(2) At least 30 days in advance of the termination date, Lessor must receive from Resident written notice of Resident's intention to terminate the Lease (there will be no proration of the rent, and resident will be liable for all rent through the end of the terminating month); and

(3) Prior to vacating and/or turning in the keys to the Apartment, Lessee must pay Lessor, by certified or bank check, all rents and other charges due through the termination date, plus a termination fee of \$0.00 as consideration for early termination. Lessee cannot apply the security deposit or rent paid in advance to the Termination Fee. Lessor will not prorate or refund any rent paid in advance of termination.

(b) No release from other responsibilities. The foregoing shall not release Lessee from any responsibilities or obligations regarding the damage to the Premises, and all rights regarding the Security Deposit are reserved by both Lessor and Lessee.

(c) All Lessees and other residents must vacate. The notice of termination applies to all Lessees occupants on the Lease and all others in possession. No notice of termination shall be effective unless and until the consent and signatures of all Lessees and occupants on the Lease are obtained and delivered to Lessor at the notice address.

20. ROOMMATE CHANGES

Sharing an apartment in our Community can be a rewarding and enjoyable experience for you. We welcome you to your new home and hope that the following clarification will aid you in having an enjoyable residency. An unauthorized roommate change is considered a default of the lease terms.

1. One Roommate stays, One Roommate Leaves:

a. The roommate leaving must (i) Return to the office all keys, access cards and clickers. (ii) Settle independently with the roommate(s) staying the following issues: security deposit refund, deduction of damages, if any, \$200 turnover fee or their portion thereof, furniture removal, move out date, \$100 roommate change fee, etc. The security deposit will remain on-hand and will not be refunded until the end of the term on the original lease to the parties remaining liable on the lease agreement. (iii) Execute this addendum with the understanding that by doing so they are relinquishing all rights, title and interest to the security deposit, occupancy or use of the apartment and community facilities. (iv) Absent the execution of this agreement by all parties to the lease, the original lease shall remain in full force and effect with the original parties (roommates). (v) This Addendum is in addition to the original lease agreement and all other terms and conditions of the original lease agreement shall remain in full force and effect.

b. The roommate(s) remaining must (i) Settle independently with the roommate(s) leaving the following issues: security deposit refund, deduction of damages, if any, \$200 turnover fee or their portion thereof, furniture removal, move out date, \$100 roommate change fee, etc. The security deposit will remain on-hand and will not be refunded until the end of the term on the original lease to the parties remaining liable on the lease agreement. (ii) Execute this addendum with the understanding that by doing so, they are releasing the roommate leaving from any and all liability for damages to the apartment and responsibilities or duties under the original lease executed by all. (iii) Absent the execution of this agreement by all parties to the lease, the original lease shall remain in full force and effect with the original parties (roommates). (iv) This Addendum is in addition to the original lease agreement and all other terms and conditions of the original lease agreement shall remain in full force and effect.

2. One Roommate Stays and a New Roommate moves in:

a. The roommate(s) remaining must: (i) Settle independently with the roommate(s) leaving the following issues: security deposit refund, deduction of damages, if any, \$200 turnover fee or their portion thereof, furniture removal, move out date, \$100 roommate change fee, etc. The entire security deposit on hand will be transferred over to the new lease and refunded according to the terms and conditions indicated in the new lease agreement. (ii) Execute a new lease agreement with the new roommate for a term of no more than one year or a minimum of the original term in the prior lease agreement. Any other term will be subject to the \$150 per month short term rental fee. (Note: There is a built in incentive to execute a new lease for 12 months as this will lock in the rental rate for the full 12 months and avoid any exposure to a potential increase in the monthly rate.)

b. The NEW roommate(s) must (i) Pay the \$150 application fee, fill out the application form and any other documentation necessary for approval as a resident. (ii) Execute a new lease agreement with the existing roommate for a term of no more than one year or a minimum of the original term in the prior lease agreement. Any other term will be subject to the \$150 per month short term rental fee.

21. UNIT TRANSFERS

Once a lease term has expired, residents are free to transfer to any unit with no additional fees. Residents must provide the 60 day notice as required by this lease agreement, and must vacate accordingly. Unit transfers during an existing lease term are permitted with the following considerations:

1. All lease transfers are subject to a \$250 transfer fee.
2. Lease transfers must include the same residents from the existing lease, otherwise the provisions explained in paragraph 19 will take effect. Residents can add roommates.
3. Lease transfers will require the signing of a new lease. If the terms of the new lease are less than 12 months, Lessee will be subject to a \$150 monthly short-term fee.

22. RIGHT OF ENTRY:

The Lessor shall have the right, by itself or through its agents, contractors or employees, to enter the Premises at all reasonable hours to examine and to make such repairs and alterations as the Lessor may deem necessary or to insure itself that the Premises is being properly maintained, to close windows, secure the Premises or to do whatever else might be necessary to insure the Lessor the proper maintenance of the Premises. Lessee acknowledges the irrevocable right of the Lessor to access the Premises during reasonable hours when necessary for maintenance or for the making of emergency repairs and accordingly, Lessee shall not, without the prior written consent of Lessor, which may be withheld at Lessor's sole discretion, change, alter or add to the locks of the doors to the Premises. Violation of the foregoing shall be deemed a material breach and event of default hereunder.

23. RENTER'S INSURANCE

Ludlam Point advises all residents to obtain renter's insurance for their personal property, personal injuries occurring in their apartment, and/or other damages that may occur. According to the terms of the Rental Agreement, Ludlam Point is in no way responsible for damage to resident's personal property, and our insurance does not cover the personal property and belongings of residents, including vehicles and other property. Renter's insurance provides you with coverage for loss, damage, or destruction of your property. It also provides coverage for additional living expenses you may incur if the apartment becomes uninhabitable. Such insurance can also protect you from any liability claims resulting from your own activities. For example, if your negligence causes a fire, flood, etc., you may be held responsible for the damage of the property of others, including Ludlam Point's property. Similarly, if a guest were to have an accident in your apartment, you could be personally responsible for the guest's injuries. We strongly encourage all residents to purchase this inexpensive form of protection. Consult with an insurance agent to review your personal needs.

24. DESTRUCTION OF THE PREMISES:

If the Premises, without fault of the Lessee are destroyed or damaged and becomes wholly or partially untenable the Lessor may, by writing delivered to the Lessee within thirty (30) days after such damage or destruction, elect to rebuild or repair the Premises. If the Lessor elects not to rebuild then the Lease will terminate. If the Lessor elects to rebuild or repair, then the Lessor shall have possession of the Premises and the Lessee's obligation to pay rent shall cease on the date the Lessee delivers possession of the Premises. The Lessee's obligation to pay rent shall resume when the Premises are redelivered to Lessee in a habitable condition. The Lessor shall not be liable for any damages or losses incurred by the Lessee as a result of the destroyed or damaged Premises

25. FIRE AND OTHER CASUALTY:

If during the term of this Lease, the apartment building which includes the Premises is damaged by fire, windstorm, or explosion or any other casualty as to require, in the sole judgment of the Lessor, substantial rebuilding or remodeling of a substantial part of such apartment building to be done, then the Lessor shall have the option of canceling this Lease, but in order to exercise this option, Lessor must give written notice of such cancellation not later than thirty (30) days after the loss or damage occurred. If the damage shall have occurred to the Premises and if the damage is of such a nature as to make the said Premises untenable, then either party shall have the right to cancel this Lease by giving written notice unto the other not later than ten (10) days after the damage occurs. If, under any of the circumstances herein above set forth, a right to cancel arises and the party entitled to exercise it gives the notice of cancellation herein above referred to, such notice shall itself specify that the Premises are untenable, shall be the date when it becomes untenable and which effective date. If the Premises shall itself not have been rendered untenable, cannot be sooner than thirty (30) days after the giving of such notice of cancellation. If a right to cancel this Lease arises under the circumstances herein above referred to and it is not exercised within the times herein above specified by any party entitled to exercise it, then it shall be the duty of the Lessor to repair the damage and restore the premises as quickly as possible; and for the period of time, if any, while the Premises are wholly untenable, rent shall abate on a pro rata year round basis; but in no event will the term of this Lease be extended. If, however, by reason of any of the provisions of this paragraph, the Lease is canceled, then rent shall be abated, prorated and rebated (if there be any prepaid rent) as of the date when the cancellation became effective or the Premises became wholly untenable, whichever is the earlier; and the method of effecting the proration shall be by computing the rent as though it accrued ratably throughout each day of each month of the year.

26. EMINENT DOMAIN:

If fifty percent (50%) or more of the Premises shall be taken or condemned in whole by any competent authority entitled to exercise the power of eminent domain, then and in that event, the within Lease shall cease and terminate as though it had been canceled pursuant to agreement of both parties on the day upon which delivery of possession, pursuant to such exercise of eminent domain, is required by the authority which exercised such power of eminent domain. If such taking pursuant to the exercise of the power of eminent domain extends to less than fifty percent (50%) of the Premises and if such taking does not directly affect the actual occupancy by the Lessee of the Premises, this Lease shall be unaffected by such taking. In the alternative, Landlord reserves the right to relocate Lessee to alternate vacant premises unaffected by the taking. In any event, Lessee waives any right to claim any award or compensation paid in connection with the exercise of the power of eminent domain and waives any claim against the Lessor based upon or asserted in connection with such taking pursuant to the exercise of the power of eminent domain.

27. SERVICES OF LESSOR:

It is expressly agreed that if the furnishing of any services shall cease by reason of force majeure, accident, strike, repairs, alterations, improvements to any part of the Premises, or any cause beyond the control of the Lessor, the obligations of the Lessee under the terms of this Lease shall not be affected, nor shall any claim accrue to the Lessee.

Initial:_____Initial:_____
Initial:_____Initial:_____

28. COMMON ELEMENTS:

The Lessee shall not permit anything to be thrown out of the windows of the Premises. Nothing shall be hung or stored on the outside of the windows, windowsills, front halls, stairways, back porches, balconies and patios.

29. PETS:

No pets shall be kept for any period of time on the Premises unless specifically consented to in writing by Lessor. Lessor's consent may be withheld at Landlord's sole discretion. If the Lessee is authorized by the Lessor to maintain an animal within the Premises then the Lessee will abide by those rules concerning pets, which the Lessor may, from time to time, promulgate. "Pet" as herein referred to include, but is not limited to, aquarium fish, dogs, cats, reptiles or birds. No other type or larger pet is permitted. If Landlord consents in writing to Lessee's pet, Lessee shall pay a \$450.00 nonrefundable Pet Fee for each pet. Lessee with visiting pets must register their "Visiting" Pet (s) immediately with the Lessor and will be charged a "Visiting" Pet Fee of \$7.00 per day. Any animal seen in the apartment that is not registered with the Lessor will result in a violation fee of \$100.00 in addition to the Pet Fee, all of which shall be considered Additional Rent.

30. PARKING:

Any car parked in unauthorized areas after 8:00AM, WILL BE TOWED without warning at the owner's expense. Any car parked in the basketball court must be moved by 11:00AM. The basketball court may be used for overnight parking only between the hours of 9:00PM to 11:00AM. Unauthorized parking areas include, but are not limited to:- DOUBLE PARKING - Resident MUST Park in ONE parking space only- HANDICAPPED PARKING SPACES WITHOUT A PERMIT- BLOCKING TRASH DUMPSTERS- BLOCKING OTHER CARS- BLOCKING ACCESS TO FIRE HYDRANTS- CURBSIDE PARKING- IMMOBILE OR DAMAGED VEHICLES. All Ludlam Point residents must have a parking decal located inside the front windshield, lower left hand side of the car. Any car that does not have a parking decal will be towed. Boats, jet skies, trailers, storage units, etc. – other than cars, WILL BE TOWED at owner's expense without warning.

31. ASSIGNMENT, SUBLET AND BANKRUPTCY:

Lessee may not assign or sublease the Premises or a portion, thereof, without the written consent first had and obtained from Lessor, which may be withheld at Landlord's sole discretion. Any transfer without Landlord's written consent shall be void and unenforceable. No consent of Lessor to an assignment, mortgaging, or subletting shall release the Lessee from the obligations contained in the Lease. In the event of the assignment by Lessee for the benefit of Lessee's creditors or the adjudication of Lessee in bankruptcy either as a result of voluntary or involuntary petition, at Lessor's option the term of this Lease shall terminate upon thirty (30) days notice, and this Lease shall thereupon be canceled and become of no further force and effect. In no event shall Lessee advertise the Premises for rent or for subletting nor shall Lessee at any time whatsoever make use of any sign or notice that the Premises or any part thereof are available for rent or subletting without first having obtained Lessor's prior written consent, which may be arbitrarily withheld.

32. SUBORDINATION:

This Lease is subject and subordinate to any and all bona fide mortgages which may now or hereafter encumber or affect the real property of which the Premises is a part and to all renewals, modifications and extensions of any such mortgage or mortgages. Regarding subordination of this Lease to future bona fide mortgages, this provision is self-executing, but the Lessee will, at the Lessor's demand, execute an instrument subordinating this Lease to such future mortgage or mortgages. Nothing herein shall be construed as making it obligatory upon any such mortgagee or mortgagees to treat the Lease as being subordinated to any such mortgage or mortgages.

33. NOTICE:

Notice which either side provides to the other must be in writing and must be effected by personal delivery, certified mail, or registered mail or overnight courier. Notice to Lessor shall be made to the address where Rent is to be paid. Notice to Lessee shall be at the Premises. If the Lessee is not home or if the Lessee is not at the Premises, and if the Lessor has obtained a writ of possession, or the Lessee has surrendered possession of the dwelling unit to the Lessor, or the Lessee has abandoned the dwelling unit, the Lessor or its agent may post or leave at the Premises any notices required by law or this Lease to be delivered to the Lessee. The Lessor, upon written notice to the Lessee, may change the place where notice to the Lessor shall be delivered.

34. RIGHT TO SHOW THE PREMISES:

The Lessor reserves the right to show and exhibit the Premises to prospective tenants or other persons during the last 60 days of the Lease term.

35. UTILITIES:

The Lessee shall arrange and pay for water, electric, internet, telephone, cable TV, and pest control services at Lessee's sole expense. Lessee shall also arrange and pay for any other service required or desired at Lessee's sole expense. Lessee is solely responsible for all connections, negotiations and charges with the utility companies. Lessor will not negotiate with any of the utility companies or reimburse Lessee for any unlawful charges. If Lessee's failure to pay any utility poses a threat of a lien against the Premises, Lessor may pay the unpaid utility or lien and charge same against Lessee as Additional Rent, which shall be due with the next month's Rent payment.

36. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties and any agreement hereafter made to change, modify or cancel this Lease shall be ineffective and invalid unless the same is in writing and executed by both parties hereto. No agreement to accept a surrender of the Premises, unless in writing and signed by the Lessor, shall be valid. No oral promises, representations, or agreements have been made by owner or any Lessor's representative. This Lease is the entire agreement between the parties. Lessor's representatives (including management personnel and other employees or agents) do not have authority to waive, amend, or terminate this Lease or any part of it and do not have authority to make promises, representations, or agreements which impose duties of security or other obligations on owner or owner's representatives unless done in writing.

37. SEVERABILITY:

Should any part of this Lease be declared invalid or unenforceable by reason, among other reasons, of any existing or future legislation, or by order of any court of competent jurisdiction, such invalidation shall not render invalid the remaining portions hereof which shall remain in full force and effect.

38. CONSTRUCTION LIENS:

In the event that a construction lien is filed against the apartment building or the Premises as a result of work performed on and/or materials supplied to the Premises at the request of the Lessee, the Lessee shall bond or satisfy such lien of record within ten (10) days from the date of notice to the Lessee of the filing of such lien. The Lessee shall indemnify and hold Lessor harmless from all expenses, inclusive of attorneys fees and bonding costs and fees, occasioned by Lessor as a result of the filing of such lien.

39. RADON GAS

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

40. RESIDENT & OCCUPANT ACKNOWLEDGEMENT OF SECURITY POLICY

Lessee acknowledges that Lessor does not have security guard services. Lessee agrees to hold Lessor harmless for all actions & non-actions regarding security.

1. No Representations. Residents and occupants acknowledge that neither owner nor management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.

2. No Warranty or Guarantee. Residents and occupants acknowledge that neither owner nor management warrants or guarantees the safety or security of residents, occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Each resident, occupant, guest, and invitee is responsible for protecting his or her own person and property.

3. No Reliance on Security Devices or Measures. Residents and occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, residents and occupants acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

41. ENTRANCE GATE; GATE ARM BARRIERS; TELENTRY SYSTEMS:

Lessor has an entrance gate, gate arm barriers and telentry system, which are operated by gate clickers. Gate clickers are initially provided to the named parties on the Lease only. Any replacement clickers for any reason are \$100.00. Lessor does not guarantee the performance of the gate systems, has the right to suspend the gate systems, and has no obligation to continue the operation of the gate systems. Lessee hereby acknowledges that Lessor has informed Lessee that the gate system is not to be relied upon for security measures. Lessee specifically agrees to hold Lessor harmless for all actions, non-actions, damages, injuries, property damage or claims relating to the gate, barrier arms, telentry system, etc.

42. LEASE NOT TO BE RECORDED:

This Lease may not be recorded and any attempt at recording this Lease shall be a default in the terms of the Lease and shall immediately render this Lease null and void.

43. REPRESENTATIVES BOUND:

The covenants and conditions of this Lease shall apply to and bind the heirs, personal representatives, successors and/or assigns of the parties hereto, jointly and severally.

44. TERMINATION OF LEASE:

Upon termination of this Lease, Tenant is fully responsible for cleaning the apartment and making repairs as needed to return the apartment to the Lessor in the same condition as when he rented it, reasonable wear and tear excepted. If Lessee fails to comply with these Move-Out Instructions and Procedures, Lessee agrees that he or she will be liable to Lessor for the cost of such cleaning and repair or replacement of soiled, missing or damaged items as Lessor has described in the amounts set forth in the Move-Out Cost Schedule attached to this Lease, as amended from time to time, and that the charges set forth in this schedule are not unreasonable charges for the work or items described therein.

45. PREVAILING PARTY/VENUE:

Any dispute arising under this Lease shall be governed by the laws of the State of Florida and determined by the court of appropriate jurisdiction in Miami-Dade County, Florida. The prevailing party in any such dispute shall be entitled to an award of reasonable attorney's fees and costs and at all trial and appellate levels of the dispute.

46. WAIVER OF TRIAL BY JURY:

Lessor and Lessee agree to waive trial by jury for any disputes arising under this Lease except for those claims which require a jury trial.

47. NONLIABILITY AGREEMENT FOR PERSONAL PROPERTY:

BY SIGNING THIS RENTAL AGREEMENT, THE LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83 FLORIDA STATUTES], THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY.

The Lessee has read and understood this Lease and has been advised that it is a legally binding agreement and they should consult with an attorney before executing it. Lessee hereby acknowledges receiving a copy of this Lease.

Dated this January 0, 1900

Witness:

(LESSEE),

Name:

0 0

Name:

0 0

(LESSOR), LUDLAM APARTMENTS, LLC
a Florida Limited Liability company d/b/a Ludlam Point

BY: _____
Leonel A. Maresma, CFO