



Conditional Use – No New Construction

Property address or Location 1180 Carlton Court, 102 A, Fort Pierce, FL 34949
 Parcel ID #(s) 2401-620-0002-000-5
 Project description Short term rental (seasonal)

Douglas & Elizabeth Andrews
 Property Owner(s)
3007 Cedara Terrace
 Street Address
Sebring FL 33970
 City State Zip
(863) 402-9193
 Phone Number
andrdo2353@hotmail.com
 Email Address

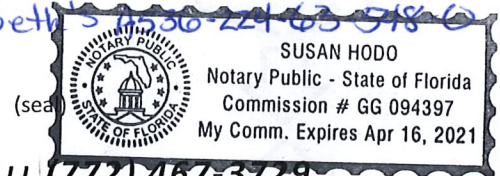
Applicant/Representative, Title, Company
← same
 Street Address
 City State Zip
mobile (863) 368-0112
 Phone Number
 Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

Douglas M. Andrews Elizabeth Andrews
 Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY Highlands
 The foregoing instrument was acknowledged before me this 17th day of October, 2019, by
Douglas M. Andrews who is personally known to me or has produced
FL Dr Lic # AS36-173-47-212-0 as identification. Elizabeth Andrews

Signature of Notary



INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp



CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- If no site improvements are required:
 - As-built survey
 - Floor plan of existing building(s)
- If parking and drainage improvements are required:
 - As-built survey;
 - Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
 - Lighting plan
- Complete, notarized application

Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size _____ Parking Spaces: _____

Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.
- (3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook



Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 1180 CARLTON CT 102A
 Sec/Town/Range: 01/35S/40E
 Map ID: 24/01D
 Zoning: HI Medium

Parcel ID: 2401-620-0002-000-5
 Account #: 15578
 Use Type: 0400
 Jurisdiction: Fort Pierce

Ownership

Douglas M Andrews
 Elizabeth D Andrews
 3007 Cedora TER
 Sebring, FL 33870

Legal Description

CARLTON VILLAS OF HUTCHINSON ISLAND UNIT 102A (OR 3838-939)

Current Values

Just/Market Value:	\$102,800
Assessed Value:	\$102,800
Exemptions:	\$0
Taxable Value:	\$102,800

Property taxes are subject to change upon change of ownership.

- Past taxes are not a reliable projection of future taxes.
- The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.

Total Areas

Finished/Under Air (SF):
 Gross Sketched Area (SF):
 Land Size (acres):
 Land Size (SF):

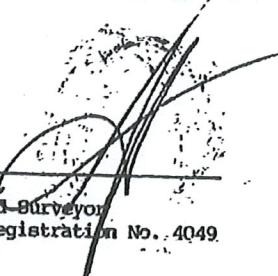
Taxes for this parcel: SLC Tax Collector's Office
 Download TRIM for this parcel: [Download PDF](#)

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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CERTIFICATE OF SURVEYOR


I, STEPHEN J. BROWN, of Stuart, Florida, certify as follows:

1. That I am a Professional Land Surveyor, duly authorized to practice in the State of Florida, having Florida Certificate of Registration No. 4049.
2. That this Certificate is made in compliance with Chapter 718, Florida Statutes, as to CARLTON VILLAS OF HUTCHINSON ISLAND, a condominium, located in St. Lucie County, Florida.
3. That the construction of West Building "A" and East Building "B", being a part of the improvements described in the foregoing Declaration of Condominium is substantially complete so that with the Survey of land, together with the Site Plan, and the Plot Plans set forth in Exhibits B, C, D, E, F, G, H and I, all of which are attached hereto, showing the completed apartment building(s) and common elements, together with the wording of the foregoing Declaration of Condominium, there can be determined therefrom the identification, location and dimensions of each unit, the common elements and limited common elements and that the aforementioned material is an accurate representation of the location and dimensions of the improvements.



Stephen J. Brown
Professional Land Surveyor
Certificate of Registration No. 4049
State of Florida

SWORN TO AND DESCRIBED before me this 16th day of NOVEMBER, 1987.



Notary Public, State of Florida

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. MAR 22, 1991
RECORDED THRU GENERAL ISS. DIV.

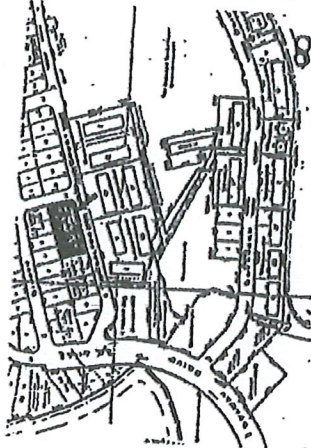
O R 570 PAGE 2036
BOOK

Sheet One
1

Drawn by: M.P.
Checked by: J.A.H.
Date: 10/10/08
Job No: 444-01-01

TITLE SURVEY
PREPARED FOR:
MARTIN - BROWNE INVESTMENTS, INC.
STEPHEN J. BROWNE, INC.
288 Third Street, Stuart, Florida 34997
308/287/0830

EXHIBIT 'B'



LOCATION MAP

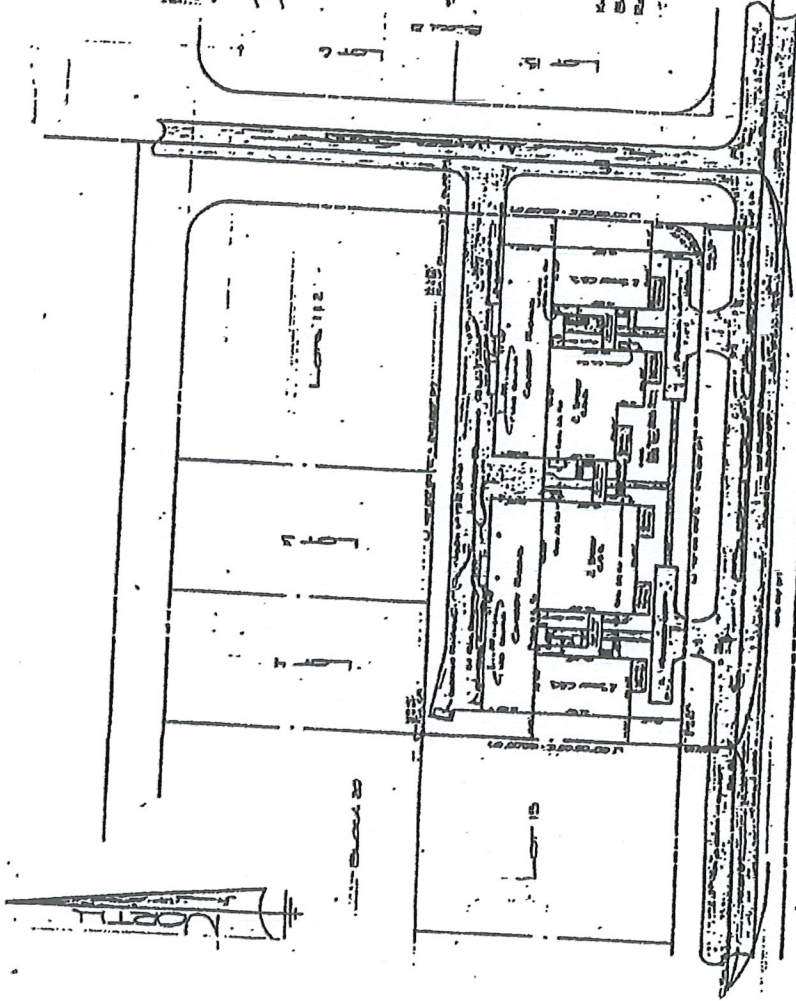
BOOK 570 PAGE 2038

LEGAL DESCRIPTION:

KNOWN AS LOTS 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

STEPHEN J. BROWNE, INC.
288 Third Street, Stuart, Florida 34997
308/287/0830

STEPHEN J. BROWNE, INC.
288 Third Street, Stuart, Florida 34997
308/287/0830



BOUNDARY SURVEY AND AS BUILT SITE PLAN

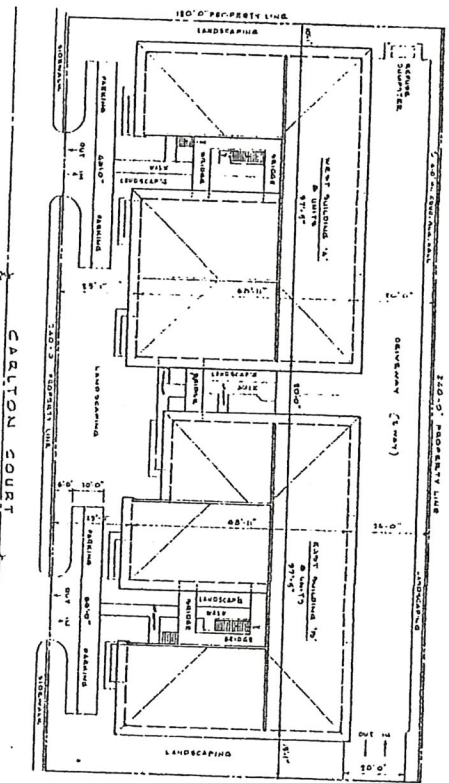
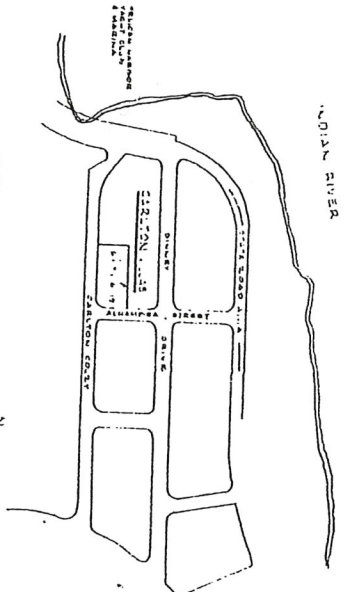
LEGAL DESCRIPTION: -07° 51' 10.619" - 8-364 10 - 000" PRECISEN SUBDIVISION
 ST. LUCIE COUNTY, FLORIDA

ZONING DATA:

CLASSIFICATION	REQUIREMENTS	REQUIREMENTS
REQUIREMENTS	10 UNITS / 1.5 SPACES/UNIT	1.5 SA SPACES
PROVIDED	3 SPACES/UNIT	1.5 SA SPACES
12 SPACES/UNIT		
REQUIREMENTS	10 UNITS / 1.5 SPACES/UNIT	1.5 SA SPACES
PROVIDED	3 SPACES/UNIT	1.5 SA SPACES
12 SPACES/UNIT		
REQUIREMENTS	10 UNITS / 1.5 SPACES/UNIT	1.5 SA SPACES
PROVIDED	3 SPACES/UNIT	1.5 SA SPACES
12 SPACES/UNIT		
REQUIREMENTS	10 UNITS / 1.5 SPACES/UNIT	1.5 SA SPACES
PROVIDED	3 SPACES/UNIT	1.5 SA SPACES
12 SPACES/UNIT		

PARKING DATA:

REQUIREMENTS	PROVIDED
10 UNITS / 1.5 SPACES/UNIT	1.5 SA SPACES
3 SPACES/UNIT	1.5 SA SPACES
12 SPACES/UNIT	



GENERAL NOTES:
 1. THE WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES.
 2. THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS AND RECORD ALL WORK CHANGES.
 3. THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS AND RECORD ALL WORK CHANGES.
 4. THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS AND RECORD ALL WORK CHANGES.
 5. THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS AND RECORD ALL WORK CHANGES.

SITE PLAN

SCALE: 1/8" = 1'-0"

A1
 sheet:

drawn by: K.L.W.
 checked by: J.C.
 date: 11 FEB 05
 scale: NOTED

job no: 661 04
 revisions:
 title: Description:
 site: 2007 2/11/05, 2007 2/11/05

CARLTON VILLAS
 2007 2/11/05, 2007 2/11/05

MATHERS & ASSOC.
 engineers
 JOHN D. COLBURN
 295 florida street stuart, florida
 305/287/0525 33497

10/6/19

Hello,

My name is Douglas Andrews. My wife, Elizabeth, and I own property 1180 Carlton Court 102 A (Unit B) on Hutchinson Island. We would like to rent our unit for a minimum of 31 days. We would like to use ABC Realty as our realtor. They will also serve as the contact for a tenant. While my wife and I live in Sebring, I am retired and am at liberty to address any issues that may arise.

We purchased this unit in 2016 and enjoy it as a weekend retreat. It is nicely furnished and will serve well as a seasonal rental.

We have one covered reserved parking space behind the building and an extra "visitor" parking spot in front of the unit. The designated parking spaces run the length of the building. There are additional visitor spaces behind the building, adjacent to the reserved spaces.

The two-story building is CBS on the first floor and partial on the second. Our unit is located on the first floor. The whole property, which runs along the North side of Carlton Court, contains a total of 16 units and is rectangular in shape. All the buildings have a blue metal roof and hurricane rated windows and door which were installed in 2017.

Our unit is 1,195 square feet consisting of 2 bedrooms, 2 baths and a kitchen that has an opening/bar that overlooks an L shaped dining/living room area. A small combination washer/dryer unit is located in the kitchen. There is a small slab/sitting area facing the street that is accessed from the living room through a sliding glass the door.

The unit is furnished with fire detectors and a fire extinguisher. All floors are tile.

For any questions, feel free to call me at (863) 402-9193 (home) or (863) 368-0112.

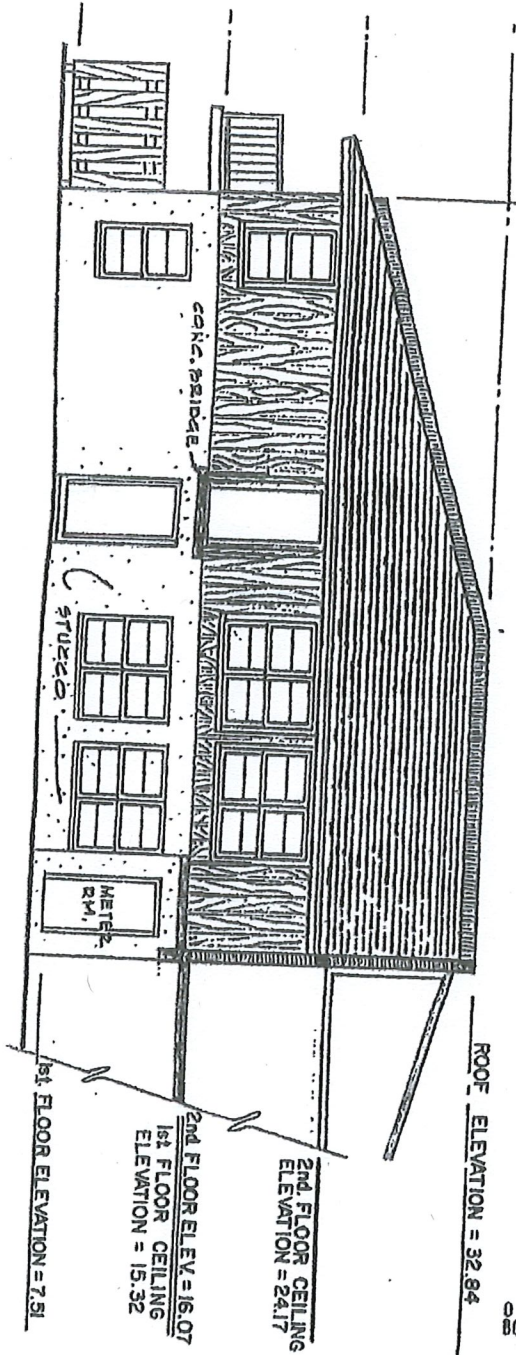
Sincerely,



Douglas M. Andrews

NOTE: ALL ELEVATIONS SHOWN HEREON ARE BASED UPON MEAN SEA LEVEL DATUM

AS BUILT ELEVATION PLAN



O.R. BOOK 570 PAGE 2037

Sheet 001

Drawn by: J.S.P.
 Checked by: J.S.P.
 Date: 11/11/09
 Scale: 1/8" = 1'-0"

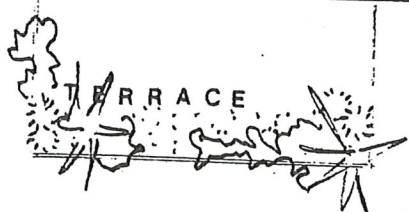
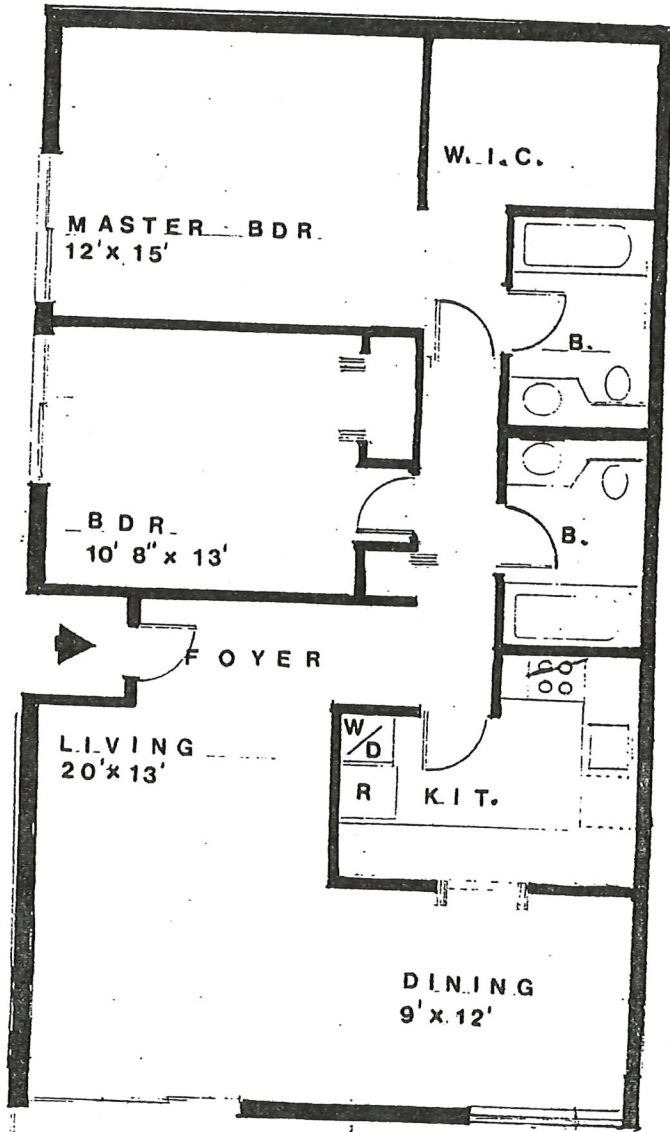
Job No. 09-01-01
 Revision: 01
 Date: 11/11/09

PREPARED FOR:
 MARTIN - BROWNE INVESTMENTS, INC.

STEPHEN J. BROWN INC.
 SURVEYING - ENGINEERING - LAND PLANNING - CONSULTANTS
 285 Florida Street Stuart, Florida
 34973-2672

Floor Plan

CARLTON VILLAS



UNIT A.L.H. G. FL.

EXHIBIT "C"

O.R. BOOK 570 PAGE 2012

Exclusive Right to Lease Agreement



This Exclusive Right to Lease Agreement ("Agreement") is between

_____ ("Owner") and
_____ ("Broker")

1. AUTHORITY TO LEASE PROPERTY: Owner gives Broker the EXCLUSIVE RIGHT TO SECURE A TENANT for the real and personal property ("Property") described below beginning the ____ day of _____, _____, and ending at 11:59 p.m. the ____ day of _____, _____ ("Leasing Period"). If the Property becomes vacant during the Leasing Period, Owner and Broker remain obligated to perform under this Agreement until the Leasing Period expires. Owner certifies and represents that he/she is legally entitled to lease the Property.

2. DESCRIPTION OF PROPERTY:

- (a) Real Property: Street address: _____
Legal Description: _____
- (b) Personal property, including appliances: _____

- (c) Occupancy: Property is not currently occupied is currently occupied by Landlord Tenant. If tenant occupied, the lease term expires: _____

3. RENTAL RATE AND TERMS:

- (a) **Rental Period and Rate:** Yearly \$ _____ Monthly \$ _____ Weekly \$ _____
 Seasonally \$ _____ "Season" runs from _____ to _____
Specify any services or fees such as water, garbage, association dues, etc., that are included in rent: _____
- (b) **Advanced Rents, Deposits and Fees:** Advanced rents and deposits will be held by Owner Broker in a Florida financial institution, if required by Florida Landlord and Tenant law, in a(n)
 - non-interest bearing account.
 - interest-bearing escrow account, tenant to receive 5% per year, simple interest. Any balance of interest will accrue to Owner Broker
 - interest-bearing escrow account, tenant to receive ____% (at least 75%) per year of the annualized average interest rate payable on the account. Any balance of interest will accrue to Owner Broker. Advanced rent \$ _____ Security Deposit: \$ _____
 Pet deposit refundable nonrefundable \$ _____
 Credit Report Fee: \$ _____ Other: _____ : \$ _____
 Association Application Fee: \$ _____ Other: _____ : \$ _____
- (c) **Taxes:** Leases for a term of 6 months or less are subject to state tax on transient rentals and to local tax on tourist development and impact. The party who receives the rent is responsible for timely collecting and remitting said taxes.
- (d) **Association Approval:** Application must be made (when) _____

4. BROKER OBLIGATIONS: In consideration of Owner's agreement to enter into this Agreement, Broker agrees to use: diligent effort to lease the Property; furnish information to and assist cooperating brokers in negotiating leases; furnish information to and assist attorneys when needed to draft leases; negotiate leases and renewals of existing leases in accordance with the rent schedule and terms above; take reasonable precautions to prevent damage to the Property when the Property is being shown by Broker or any other broker or sales associate; and to perform the following activities authorized by Owner (check if applicable):

- Display appropriate transaction signs, including a "For Rent" sign, on the Property.
- Use Owner's name in connection with marketing or advertising the Property.
- Use a lockbox system to access and show the Property.
- Request a credit check on prospective tenants at Owner's expense. Broker makes no representations as to the truth or falsity of information provided by the prospective tenant or as to the financial integrity or fitness and character of the prospective tenant.
- Execute leases on behalf of Owner (Owner must execute a Special Power of Attorney authorizing Broker to lease Property on Owner's behalf).
- Compensate any subagents or cooperating brokers in the transaction, except when not in Owner's best interest.
- Withhold offers to lease Property once Owner enters into a binding lease agreement.
- Make a final inspection and inventory check of Property at conclusion of lease.
- Complete lease forms as permitted by law.
- Complete and sign the lead-based paint/hazards certification on Owner's behalf (for Property built before 1978).
- Other _____

Owner (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

- (a) **Advertising:** **Broker** agrees to use diligent effort to advertise the Property as **Broker** deems advisable including advertising the Property on the Internet unless limited in (4)(a)(i) or (4)(a)(ii) below.

(Owner opt-out) (Check one if applicable)

- (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.
 (ii) **Owner** does not authorize **Broker** to display the Property on the Internet.

Owner understands and acknowledges that if **Owner** selects option (ii), consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

_____/_____
Initials of Owner.

- (b) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Web site may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.

Owner does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

Owner does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

5. OWNER OBLIGATIONS: In consideration of the obligations of **Broker**, **Owner** agrees:

- (a) To cooperate with **Broker** in carrying out the purpose of this Agreement, including providing **Broker** with all documents needed by prospective tenant to seek Association or Board approval.
- (b) To refer immediately to **Broker** all inquiries regarding the leasing of the Property.
- (c) To make Property available for **Broker** access during reasonable times and furnish **Broker** with the following keys (specify number) for purposes of showing and delivering the Property; unit _____/ building access _____/ mailbox _____/ pool _____/ garage door/opener _____/ other _____
- (d) To notify **Broker** in the event **Owner** or a tenant terminates a lease on the Property prior to lease expiration date.
- (e) To inform **Broker** before conveying the Property.
- (f) That the lockbox, if utilized, will be for the benefit of **Owner** and to release those working by or through **Broker** and **Broker's** local Board of Realtors from all liability and responsibility in connection with any loss which may occur.
- (g) Not to restrict the rental of the Property according to race, color, religion, sex, handicap, familial status, national origin or any other classes protected by state or local law, and not to ask or expect **Broker** to impose such restrictions on the rental of the Property.
- (h) To provide a written approval or denial of any applicant who is a servicemember as defined in F.S. 250.01 within seven (7) days after the receipt of a rental application. If denied, **Owner** will provide a reason for the denial.
- (i) To provide complete and accurate information to **Broker** including disclosing all known facts that materially affect the value of the Property (see **Addendum** _____, entitled _____) If the Property was built in 1977 or earlier, **Owner** will provide **Broker** with all information **Owner** knows about lead-based paint and lead-based paint hazards in the Property and with all available documents pertaining to such paint and hazards, as required by federal law. **Owner** understands that the law requires the provision of this information to **Broker** and to prospective tenants before the tenants become obligated to lease the Property. **Owner** acknowledges that **Broker** will rely on **Owner's** representations regarding the Property when dealing with prospective tenants. **Owner** will immediately inform **Broker** of any material facts that arise after signing this Contract.
- (j) To indemnify and hold harmless **Broker** and **Broker's** officers, directors, agents and employees from all claims, demands, causes of action, costs and expenses, including reasonable attorneys' fees at all levels, and from liability to any person, to the extent based on **Owner's** misstatement, negligence, action, inaction or failure to perform the obligations of this contract or any lease or agreement with a vendor; or the existence of undisclosed material facts about the Property. This subparagraph will survive **Broker's** performance and the transfer of title.
- (k) To reasonably inspect the Property before allowing the tenant to take possession and to make the repairs necessary to transfer a reasonably safe dwelling unit to the tenant.
- (l) To perform any independent investigations to determine whether the local municipality where the Property is located adopted an ordinance that prohibits property owners from renting to sexual offenders/predators. For information regarding these types of ordinances in your county, search county records and/or log on to www.municode.com. **Owner** acknowledges that it is **Owner's** responsibility to research the local ordinances to determine whether or not such ordinance exists and to determine whether a tenant is suitable for rental if such ordinance exists. **Owner** understands this is not a warranty of any kind and is not intended to be a substitute for any independent investigations **Owner** may wish to make.

6. COMPENSATION: **Owner** agrees to compensate **Broker** as follows, including paying any applicable taxes on **Broker's** services, if **Owner** enters into a lease of the Property with a tenant during the Leasing Period, regardless of whether the tenant fulfills the terms of the lease; or if, during the Leasing Period, **Broker** procures a tenant who is ready, willing, and able to lease the Property under the terms of this Agreement, or terms acceptable to **Owner**:

Owner (____) (____) and **Broker/Sales Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

(a) **Amount of Compensation:** Owner agrees to pay **Broker** the following fee(s):
 _____% of the rent due in each Rental Period. _____% of the gross value of the lease. _____% of the first month's rent.
 other (specify): _____

(b) **Time and Manner of Payment:**
 Broker will deduct its fee from rent collected by **Broker** after said rent becomes due and owing to **Owner**. If said rent is insufficient to cover **Broker's** fee, **Owner** will remit the balance within _____ calendar days after date on which rent becomes due.
 Owner will pay **Broker's** fee within _____ calendar days after entering into a lease for the Property.
 Owner will pay **Broker's** fee within _____ calendar days from the date on which each rent payment is due from tenant.
 Other (specify): _____

(c) **New Leases and Renewals:** If Owner enters into any new lease or renewal of the original lease with a tenant placed in the Property by or through **Broker**, Owner agrees to pay **Broker** as compensation in connection with the new lease(s) or renewal(s) the amount specified in Paragraph 6(a).

(d) **Protection Period:** Owner agrees to pay **Broker's** fee if, within _____ days after the end of the Leasing Period, **Owner** leases the Property to any prospects with whom **Broker** or any other broker communicated during the Leasing Period regarding leasing the Property. If requested, **Broker** must provide **Owner** with a list of said prospects, and entitlement to compensation under this subparagraph will be limited to the names on that list. The protection period ceases if **Owner** enters into a good faith exclusive right to lease contract with another broker after Leasing Period ends.

7. COOPERATION AND COMPENSATION WITH OTHER BROKERS: **Broker's** office policy is to cooperate with all other brokers except when not in **Owner's** best interest and to offer compensation in the amount of _____% of the gross value of the lease, _____% of the first month's rent or \$ _____ to tenant's agents, who represent the interest of the tenant, and not the interest of **Owner** in a transaction; and to offer compensation in the amount of _____% of the gross value of the lease, _____% of the first month's rent or \$ _____ to a broker who has no brokerage relationship with the tenant or **Owner**; and to offer compensation in the amount of _____% of the gross value of the lease, _____% of the first month's rent or \$ _____ to transaction brokers for the tenant; None of the above (if this is checked, the Property cannot be placed in the MLS.)

8. EARLY TERMINATION: If **Owner** decides not to lease the Property and **Broker** deems **Owner's** reason acceptable, **Owner** may conditionally terminate this Agreement by signing a withdrawal agreement and simultaneously paying a cancellation fee of \$ _____ plus applicable sales tax. However, **Owner** agrees that if the Property is contracted for lease to a tenant during the time period from conditional termination to the end of the Leasing and Protection Periods, **Broker** may void the early termination and **Owner** will be obligated to pay **Broker** the compensation set forth in paragraph 6(a), less the cancellation fee.

9. DISPUTE RESOLUTION: This Agreement will be construed under Florida law. All disputes between **Broker** and **Owner** based on this Agreement or its breach will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the mediation fee, if any. In any litigation based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels, unless the parties agree that disputes will be settled by arbitration as follows:

Arbitration: By initialing in the space provided, **Owner** (____) (____), Listing Associate (____) and Listing Broker (____) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this agreement or an arbitration award) will pay its own fees, costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

10. BROKERAGE RELATIONSHIP: Owner authorizes **Broker** to act as a (check which is applicable):
 single agent of **Owner**.
 transaction broker.
 single agent of **Owner** with consent to transition into a transaction broker.
 nonrepresentative of **Owner**.

11. MISCELLANEOUS: This Agreement is binding on **Broker's** and **Owner's** heirs, personal representatives, administrators, successors and assigns. This Agreement is the entire agreement between **Broker** and **Owner**. No prior or present agreements or representations shall be binding on **Broker** or **Owner** unless included in this Agreement. Signatures, initials, documents referenced in this Agreement, counterparts and modifications communicated electronically or on paper will be acceptable for all purposes and will be binding.

Owner (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

12. ADDITIONAL CLAUSES: _____

Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

Date: _____ Owner: _____ Tax ID: _____

Date: _____ Owner: _____ Tax ID: _____

Telephone: _____ Facsimile: _____

Address: _____

E-mail: _____

Date: _____ Authorized Associate or Broker: _____

Telephone: _____ Facsimile: _____

Address: _____

E-mail: _____

Copy returned to Owner on the ____ day of _____, ____ by: personal delivery mail E-mail facsimile.

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Owner (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

Nonlawyer Disclosure



Instructions to Licensee: Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "Name" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

_____ told me that he/she is a nonlawyer and may not give legal
 (Name)
 advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar and who performs specifically delegated substantive legal work for which a member of The Florida Bar is responsible. Only persons who meet the definition may call themselves paralegals. _____ informed me that he/she is not a paralegal as defined by the
 (Name)
 rule and cannot call himself/herself a paralegal.

_____ told me that he/she may only type the factual information
 (Name)
 provided by me in writing into the blanks on the form. Except for typing, _____
 (Name)
 may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, _____ may ask me factual questions to fill in
 (Name)
 the blanks on the form and may also tell me how to file the form.

Landlord or Tenant:

_____ I can read English.
 _____ I cannot read English but this notice was read to me by _____
 (Name)
 in _____ which I understand.
 (Language)

Landlord or Tenant signature

Licensee signature

Landlord or Tenant signature

RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL HOUSING (OTHER THAN A DUPLEX) INCLUDING A MOBILE HOME, CONDOMINIUM, OR COOPERATIVE (FOR A TERM NOT TO EXCEED ONE YEAR)



(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

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

AN ASTERISK (*) OR A BLANK SPACE () INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES.

NO CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

I. TERMS AND PARTIES. This is a lease (the "Lease") for a period of _____ months (the "Lease Term"), beginning (number)

_____ and ending _____, between (month, day, year) (month, day, year)

_____ and (name of owner of the property)

_____ (name(s) of person(s) to whom the property is leased)

(In the Lease, the owner, whether one or more, of the property is called "Landlord." All persons to whom the property is leased are called "Tenant.")

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 apartment or unit no. _____ in the building located at

_____ known as (street address)

_____ (name of apartment or condominium), _____ (city)

Florida _____, together with the following furniture and appliances: (zip code)

[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 AREAS. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part.

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.

Tenant () () and Landlord () () acknowledge receipt of a copy of this page, which is Page 1 of 18.

Unless this box is checked, the Lease Payments must be paid in advance beginning _____ (date)
 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
 _____ through _____ in the amount of \$ _____ and shall be due
 (date) (date)
 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 \$ _____ (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.
- C. 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. _____ is Landlord's Agent. All notices to Landlord and all Lease Payments must be sent to Landlord's Agent at _____ (name) (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 shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises.

If the Premises are located in a condominium or cooperative development, the Lease and Tenant's rights under it, including as to the common areas, are subject to all terms of the governing documents for the project, including, without limitation, any Declaration of Condominium or proprietary lease, and any restrictions, rules, and regulations now existing or hereafter adopted, amended, or repealed.

Tenant (_____) (_____) and Landlord (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 18.

Unless this box is checked, Landlord may adopt, modify, or repeal rules and regulations for the use of common areas and conduct on the Premises during the Lease Term. All rules and regulations must be reasonable and in the best interest of the development in which the Premises are located.

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.

Unless this box is checked, 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. If the Premises are located in a condominium, Landlord and Tenant acknowledge that the maintenance of the structural elements and common areas is performed by the condominium association as part of the common area 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).

<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Smoke Detectors
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Locks and keys
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Clean and safe condition of outside areas
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Garbage removal and outside garbage receptacles
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Running water
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Hot water
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Lawn
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Heat
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Air conditioning
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Furniture
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Appliances
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Fixtures
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Pool (including filters, machinery, and equipment)
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	Heating and air conditioning filters
<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	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 (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 18.

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, the provisions of which can be found in the attachment to this Lease.

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, the provisions of which can be found in the attachment to this Lease.

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 which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

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. Landlord shall not be liable if such damage, theft, or loss is caused by Tenant, 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.

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 18.

XX. APPROVAL CONTINGENCY. If applicable, the Lease is conditioned upon approval of Tenant by the association that governs the Premises. Any application fee required by an 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

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

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 18.

XXIII. ATTORNEYS' FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover its reasonable court costs, including attorneys' fees, from the non-prevailing party.

XXIV. 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.

XXV. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX 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.

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

This form was completed with the assistance of:

Name of Individual: _____
 Name of Business: _____
 Address: _____
 Telephone Number: _____

Copy of Current Version of Florida Residential Landlord and Tenant Act, Part II, Chapter 83, Florida Statutes to Be Attached

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 18.

Early Termination Fee/Liquidated Damages Addendum

I agree, as provided in the rental agreement, to pay \$ _____ (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

Landlord's Signature

Date

Landlord's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 18.

RLAUCC-1x Rev 7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

Serial#: 034845-600157-0459760

 Form
Simplicity

PART II

RESIDENTIAL TENANCIES

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- 83.42 Exclusions from application of part.
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83.40 Short title. --This part shall be known as the "Florida Residential Landlord and Tenant Act."

History. --s. 2, ch. 73-330.

83.41 Application. --This part applies to the rental of a dwelling unit.

History. --s. 2, ch. 73-330; ss. 2, 20, ch. 82-66.

83.42 Exclusions from application of part. --This part does not apply to:

- (1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services. For residents of a facility licensed under part II of chapter 400, the provisions of s. 400.0255 are the exclusive procedures for all transfers and discharges.
- (2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part in which the buyer has paid at least 12 months' rent or in which the buyer has paid at least 1 month's rent and a deposit of at least 5 percent of the purchase price of the property.
- (3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.
- (4) Occupancy by a holder of a proprietary lease in a cooperative apartment.
- (5) Occupancy by an owner of a condominium unit.

History. --s. 2, ch. 73-330; s. 40, ch. 2012-160; s. 1, ch. 2013-136.

83.43 Definitions. --As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

- (1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.
- (2) "Dwelling unit" means:
 - (a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
 - (b) A mobile home rented by a tenant.
 - (c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.
- (3) "Landlord" means the owner or lessor of a dwelling unit.
- (4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 18.

- (5) "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.
- (6) "Rent" means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.
- (7) "Rental agreement" means any written agreement, including amendments or addenda, or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises.
- (8) "Good faith" means honesty in fact in the conduct or transaction concerned.
- (9) "Advance rent" means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.
- (10) "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary.
- (11) "Deposit money" means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.
- (12) "Security deposits" means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.
- (13) "Legal holiday" means holidays observed by the clerk of the court.
- (14) "Servicemember" shall have the same meaning as provided in s. 250.01.
- (15) "Active duty" shall have the same meaning as provided in s. 250.01.
- (16) "State active duty" shall have the same meaning as provided in s. 250.01.
- (17) "Early termination fee" means any charge, fee, or forfeiture that is provided for in a written rental agreement and is assessed to a tenant when a tenant elects to terminate the rental agreement, as provided in the agreement, and vacates a dwelling unit before the end of the rental agreement. An early termination fee does not include:
- Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.
 - Charges for damages to the dwelling unit.
 - Charges associated with a rental agreement settlement, release, buyout, or accord and satisfaction agreement.
- History.** --s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151; s. 17, ch. 94-170; s. 2, ch. 2003-72; s. 1, ch. 2008-131.

83.44 Obligation of good faith. --Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.

History. --s. 2, ch. 73-330.

83.45 Unconscionable rental agreement or provision. --

(1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.

(2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.

History. --s. 2, ch. 73-330.

83.46 Rent; duration of tenancies. --

(1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.

(2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.

(3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.

History. --s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

83.47 Prohibited provisions in rental agreements. --

(1) A provision in a rental agreement is void and unenforceable to the extent that it:

- Purports to waive or preclude the rights, remedies, or requirements set forth in this part.
- Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.

(2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.

History. --s. 2, ch. 73-330.

83.48 Attorney fees. --In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs from the nonprevailing party. The right to attorney fees in this section may not be waived in a lease agreement. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51.

History. --s. 2, ch. 73-330; s. 4, ch. 83-151; s. 2, ch. 2013-136.

83.49 Deposit money or advance rent; duty of landlord and tenant. --

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 9 of 18.

(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:

- (a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;
- (b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or
- (c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or \$50, 000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of \$250, 000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.

(2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:

- (a) Be given in person or by mail to the tenant.
- (b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.
- (c) State whether the tenant is entitled to interest on the deposit.
- (d) Contain the following disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

- (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 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days 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 my 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 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address) .

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 10 of 18.

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the 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 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's 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.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.

(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.

(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.

(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent, and upon transmittal of a written receipt therefor, the transferor is free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not excuse the landlord or agent for a violation of other provisions of this section while in possession of such deposits.

(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.

(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.

History. --s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217; s. 3, ch. 87-195; s. 1, ch. 87-369; s. 3, ch. 88-379; s. 2, ch. 93-255; s. 5, ch. 94-218; s. 1372, ch. 95-147; s. 1, ch. 96-146; s. 1, ch. 2001-179; s. 53, ch. 2003-164; s. 3, ch. 2013-136.

Note. --Former s. 83.261.

83.50 Disclosure of landlord's address. --In addition to any other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.

History. --s. 2, ch. 73-330; s. 443, ch. 95-147; s. 5, ch. 2013-136.

83.51 Landlord's obligation to maintain premises. --

(1) The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes; or

(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 11 of 18.

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord is not liable for damages but shall abate the rent. The tenant must temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

2. Locks and keys.

3. The clean and safe condition of common areas.

4. Garbage removal and outside receptacles therefor.

5. Functioning facilities for heat during winter, running water, and hot water.

(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.

(d) This subsection shall not apply to a mobile home owned by a tenant.

(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.

(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).

(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

History. --s. 2, ch. 73-330; s. 22, ch. 82-66; s. 4, ch. 87-195; s. 1, ch. 90-133; s. 3, ch. 93-255; s. 444, ch. 95-147; s. 8, ch. 97-95; s. 6, ch. 2013-136.

83.52 Tenant's obligation to maintain dwelling unit. --The tenant at all times during the tenancy shall:

(1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.

(2) Keep that part of the premises which he or she occupies and uses clean and sanitary.

(3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.

(4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.

(5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.

(6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.

(7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

History. --s. 2, ch. 73-330; s. 445, ch. 95-147.

83.53 Landlord's access to dwelling unit. --

(1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable notice" for the purpose of repair is notice given at least 12 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7: 30 a. m. and 8: 00 p. m. The landlord may enter the dwelling unit when necessary for the further purposes set forth in subsection (1) under any of the following circumstances:

(a) With the consent of the tenant;

(b) In case of emergency;

(c) When the tenant unreasonably withholds consent; or

(d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

(3) The landlord shall not abuse the right of access nor use it to harass the tenant.

History. --s. 2, ch. 73-330; s. 5, ch. 87-195; s. 4, ch. 93-255; s. 446, ch. 95-147.

83.535 Flotation bedding system; restrictions on use. --No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.

History. --s. 7, ch. 82-66; s. 5, ch. 93-255.

83.54 Enforcement of rights and duties; civil action; criminal offenses. --Any right or duty declared in this part is enforceable by civil action. A right or duty enforced by civil action under this section does not preclude prosecution for a criminal offense related to the lease or leased property.

History. --s. 2, ch. 73-330; s. 7, ch. 2013-136.

83.55 Right of action for damages. --If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.

History. --s. 2, ch. 73-330.

83.56 Termination of rental agreement. --

Tenant () () and Landlord () () acknowledge receipt of a copy of this page, which is Page 12 of 18.

(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:

(a) If the landlord's failure to comply renders the dwelling unit untenable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.

(b) If the landlord's failure to comply does not render the dwelling unit untenable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:

(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance).

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be in substantially the following form:

You are hereby notified that (cite the noncompliance). Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.

(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of _____ dollars for the rent and use of the premises (address of leased premises, including county), Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the day of _____, (year) _____.

(landlord's name, address and phone number)

(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. The notice requirements of subsections (1), (2), and (3) may not be waived in the lease.

(5)(a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. However, a landlord does not waive the right to terminate the rental agreement or to bring a civil action for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:

1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;

2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; or

3. Post a new 3-day notice reflecting the new amount due.

(b) Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes must comply with s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but must enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2).

(c) This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days after the landlord obtains actual knowledge of the noncompliance.

(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

History. --s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373; ch. 95-147; s. 5, ch. 99-6; s. 8, ch. 2013-136.

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 13 of 18.

83.561 Termination of rental agreement upon foreclosure. --

(1) If a tenant is occupying residential premises that are the subject of a foreclosure sale, upon issuance of a certificate of title following the sale, the purchaser named in the certificate of title takes title to the residential premises subject to the rights of the tenant under this section.

(a) The tenant may remain in possession of the premises for 30 days following the date of the purchaser's delivery of a written 30-day notice of termination.

(b) The tenant is entitled to the protections of s. 83.67.

(c) The 30-day notice of termination must be in substantially the following form:

NOTICE TO TENANT OF TERMINATION

You are hereby notified that your rental agreement is terminated on the date of delivery of this notice, that your occupancy is terminated 30 days following the date of the delivery of this notice, and that I demand possession of the premises on (date). If you do not vacate the premises by that date, I will ask the court for an order allowing me to remove you and your belongings from the premises. You are obligated to pay rent during the 30-day period for any amount that might accrue during that period. Your rent must be delivered to (landlord's name and address)

(d) The 30-day notice of termination shall be delivered in the same manner as provided in s. 83.56(4).

(2) The purchaser at the foreclosure sale may apply to the court for a writ of possession based upon a sworn affidavit that the 30-day notice of termination was delivered to the tenant and the tenant has failed to vacate the premises at the conclusion of the 30-day period. If the court awards a writ of possession, the writ must be served on the tenant. The writ of possession shall be governed by s. 83.62.

(3) This section does not apply if:

(a) The tenant is the mortgagor in the subject foreclosure or is the child, spouse, or parent of the mortgagor in the subject foreclosure.

(b) The tenant's rental agreement is not the result of an arm's length transaction.

(c) The tenant's rental agreement allows the tenant to pay rent that is substantially less than the fair market rent for the premises, unless the rent is reduced or subsidized due to a federal, state, or local subsidy.

(4) A purchaser at a foreclosure sale of a residential premises occupied by a tenant does not assume the obligations of a landlord, except as provided in paragraph (1)(b), unless or until the purchaser assumes an existing rental agreement with the tenant that has not ended or enters into a new rental agreement with the tenant.

History. --s. 1, ch. 2015-96.

83.57 Termination of tenancy without specific term. --A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:

(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;

(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;

(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and

(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

History. --s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

83.575 Termination of tenancy with specific duration. --

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not be renewed; however, a rental agreement may not require more than 60 days' notice from either the tenant or the landlord.

(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.

(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.

History. --s. 3, ch. 2003-30; s. 1, ch. 2004-375; s. 9, ch. 2013-136.

83.58 Remedies; tenant holding over. --If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.

History. --s. 2, ch. 73-330; s. 10, ch. 2013-136.

83.59 Right of action for possession. --

(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.

(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant, shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(3) The landlord shall not recover possession of a dwelling unit except:

(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;

(b) When the tenant has surrendered possession of the dwelling unit to the landlord;

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 14 of 18.

(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption does not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence; or

(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.

(4) The prevailing party is entitled to have judgment for costs and execution therefor.

History. --s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66; s. 1, ch. 92-36; s. 447, ch. 95-147; s. 1, ch. 2007-136; s. 11, ch. 2013-136.

83.595 Choice of remedies upon breach or early termination by tenant. --If the tenant breaches the rental agreement for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:

(1) Treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant;

(2) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting. If the landlord retakes possession, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rent received by the landlord as a result of the reletting must be deducted from the balance of rent due from the tenant. For purposes of this subsection, the term "good faith in attempting to relet the premises" means that the landlord uses at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to rent other similar rental units but does not require the landlord to give a preference in renting the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent;

(3) Stand by and do nothing, holding the lessee liable for the rent as it comes due; or

(4) Charge liquidated damages, as provided in the rental agreement, or an early termination fee to the tenant if the landlord and tenant have agreed to liquidated damages or an early termination fee, if the amount does not exceed 2 months' rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days' notice, as provided in the rental agreement, prior to the proposed date of early termination. This remedy is available only if the tenant and the landlord, at the time the rental agreement was made, indicated acceptance of liquidated damages or an early termination fee. The tenant must indicate acceptance of liquidated damages or an early termination fee by signing a separate addendum to the rental agreement containing a provision in substantially the following form:

I agree, as provided in the rental agreement, to pay \$_____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

(a) In addition to liquidated damages or an early termination fee, the landlord is entitled to the rent and other charges accrued through the end of the month in which the landlord retakes possession of the dwelling unit and charges for damages to the dwelling unit.

(b) This subsection does not apply if the breach is failure to give notice as provided in s. 83.575.

History. --s. 2, ch. 87-369; s. 4, ch. 88-379; s. 448, ch. 95-147; s. 2, ch. 2008-131.

83.60 Defenses to action for rent or possession; procedure. --

(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1), or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.

(b) The defense of a material noncompliance with s. 83.51(1) may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord's representative as designated pursuant to s. 83.50, a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1). After consideration of all other relevant issues, the court shall enter appropriate judgment.

(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, including, but not limited to, the defense of a defective 3-day notice, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent that accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant's defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. If a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies are required to deposit only that portion of the full rent for which they are responsible pursuant to the federal, state, or local program in which they are participating.

History. --s. 2, ch. 73-330; s. 7, ch. 83-151; s. 7, ch. 87-195; s. 7, ch. 93-255; s. 7, ch. 94-170; s. 1374, ch. 95-147; s. 12, ch. 2013-136.

83.61 Disbursement of funds in registry of court; prompt final hearing. --When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship

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resulting from the loss of rental income from the premises, the landlord may apply to the court for disbursement of all or part of the funds or for prompt final hearing. The court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the landlord or may proceed immediately to a final resolution of the cause.

History. --s. 2, ch. 73-330; s. 2, ch. 74-146.

83.62 Restoration of possession to landlord. --

(1) In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding the sheriff to put the landlord in possession after 24 hours' notice conspicuously posted on the premises. Saturdays, Sundays, and legal holidays do not stay the 24-hour notice period.

(2) At the time the sheriff executes the writ of possession or at any time thereafter, the landlord or the landlord's agent may remove any personal property found on the premises to or near the property line. Subsequent to executing the writ of possession, the landlord may request the sheriff to stand by to keep the peace while the landlord changes the locks and removes the personal property from the premises. When such a request is made, the sheriff may charge a reasonable hourly rate, and the person requesting the sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the sheriff. Neither the sheriff nor the landlord or the landlord's agent shall be liable to the tenant or any other party for the loss, destruction, or damage to the property after it has been removed.

History. --s. 2, ch. 73-330; s. 3, ch. 82-66; s. 5, ch. 88-379; s. 8, ch. 94-170; s. 1375, ch. 95-147; s. 2, ch. 96-146; s. 13, ch. 2013-136.

83.625 Power to award possession and enter money judgment. --In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent, if the court finds the rent is due, owing, and unpaid and by reason thereof the landlord is entitled to possession of the premises, the court, in addition to awarding possession of the premises to the landlord, shall direct, in an amount which is within its jurisdictional limitations, the entry of a money judgment with costs in favor of the landlord and against the tenant for the amount of money found due, owing, and unpaid by the tenant to the landlord. However, no money judgment shall be entered unless service of process has been effected by personal service or, where authorized by law, by certified or registered mail, return receipt, or in any other manner prescribed by law or the rules of the court; and no money judgment may be entered except in compliance with the Florida Rules of Civil Procedure. The prevailing party in the action may also be awarded attorney's fees and costs.

History. --s. 1, ch. 75-147; s. 8, ch. 87-195; s. 6, ch. 88-379.

83.63 Casualty damage. --If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

History. --s. 2, ch. 73-330; s. 449, ch. 95-147; s. 14, ch. 2013-136.

83.64 Retaliatory conduct. --

(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

- (a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;
- (b) The tenant has organized, encouraged, or participated in a tenant organization;
- (c) The tenant has complained to the landlord pursuant to s. 83.56(1);
- (d) The tenant is a servicemember who has terminated a rental agreement pursuant to s. 83.682;
- (e) The tenant has paid rent to a condominium, cooperative, or homeowners' association after demand from the association in order to pay the landlord's obligation to the association; or
- (f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.

(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him or her for possession.

(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.

(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

History. --s. 8, ch. 83-151; s. 450, ch. 95-147; s. 3, ch. 2003-72; s. 15, ch. 2013-136.

83.67 Prohibited practices. --

(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.

(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.

(3) A landlord of any dwelling unit governed by this part shall not discriminate against a servicemember in offering a dwelling unit for rent or in any of the terms of the rental agreement.

(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and 1/2 feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. 83.52(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.

(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining

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tenant in accordance with s. 83.59(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

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.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).

(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.

(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.

(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).

History. --s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236; s. 2, ch. 2007-136.

83.681 Orders to enjoin violations of this part. --

(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction prohibiting the tenant from continuing to violate any of the provisions of that part.

(2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.

(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or \$300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.

History. --s. 8, ch. 93-255; s. 451, ch. 95-147.

83.682 Termination of rental agreement by a servicemember. --

(1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:

(a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;

(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;

(c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;

(d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;

(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or

(f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.

(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.

(3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.

(4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.

(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

History. --s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.

83.683 Rental application by a servicemember. --

(1) If a landlord requires a prospective tenant to complete a rental application before residing in a rental unit, the landlord must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for denial. Absent a timely denial of the rental application, the landlord must lease the rental unit to the servicemember if all other terms of the application and lease are complied with.

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 17 of 18.

(2) If a condominium association, as defined in chapter 718, a cooperative association, as defined in chapter 719, or a homeowners' association, as defined in chapter 720, requires a prospective tenant of a condominium unit, cooperative unit, or parcel within the association's control to complete a rental application before residing in a rental unit or parcel, the association must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for the denial. Absent timely denial of the rental application, the association must allow the unit or parcel owner to lease the rental unit or parcel to the servicemember and the landlord must lease the unit or parcel to the servicemember if all other terms of the application and lease are complied with.

(3) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

Tenant (____) (____) and Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 18 of 18.

DECLARATION OF CONDOMINIUM
CARLTON VILLAS OF HUTCHINSON ISLAND,
A CONDOMINIUM

SUBMITTED BY:

CARLTON VILLAS OF HUTCHINSON ISLAND,
A Venture of
MARTIN-BROWNE INVESTMENTS, INC.
700 Virginia Avenue
Suite 104-Sun Bank Bldg.
Fort Pierce, FL 33450
(305) 465-2330

THIS INSTRUMENT PREPARED BY:

RICHARD D. SNEED, JR., ESQ.
SNEED & MESSER, P.A.
700 Virginia Avenue
Suite 104-Sun Bank Bldg.
Fort Pierce, FL 33450
(305) 465-2330

HOA
Occulina Bank
1100 Colonnades Dr
Fort Pierce, FL 34949

O.F. 570 1969
BOOK

Section 1

Power and Authority of the Association

The association shall have all of the powers that are specified elsewhere in this Declaration of Condominium, the By-Laws of the corporation and the Articles of Incorporation. In addition, the association shall have all of the powers and authorities conferred by the Condominium Act of the State of Florida.

Section 2

Duties of the Association

The association shall perform all of the duties and shall have all of the responsibilities as are elsewhere specified in this Declaration of Condominium, the Articles of Incorporation, the By-Laws and under the Condominium Act of the State of Florida.

Section 3

Compliance

The association shall at all times comply with all of the provisions elsewhere contained in this Declaration of Condominium, the Articles of Incorporation, the By-Laws of the association and the laws of the State of Florida.

Section 4

Rights to Retain Control of the Board of

Administration Directors and Provisions with Reference
to Transfer of Control

A. Control: When unit owners other than the developer own fifteen percent (15%) or more of the units that will be operated ultimately by the association, the unit owners other than the developer shall be entitled to elect not less than one-third of the members of the Board of the association. Unit owners other

than the developer shall be entitled to elect not less than a majority of the members of the Board: (A) three (3) years after sales by the developer have been closed on fifty percent (50%) of the units that will be operated ultimately by the association, or (b) three (3) months after sales have been closed by the developer on ninety percent (90%) of the units that will be operated ultimately by the association, or (c) when all of the units that will be operated ultimately by the association have been completed and some of them have been sold and none of the others are being offered for sale by the developer in the ordinary course of business, or (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever shall first occur. The developer shall be entitled to elect not less than one member of the Board of the association as long as the developer holds for sale in the ordinary course of business not less than five percent (5%) of the units in the condominium operated by the association.

B. Notice: Within sixty (60) days after the unit owners other than the developer are entitled to elect a member of members of the Board, the association shall call and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the unit owners to elect members of the Board. The meeting may be called and the notice given by any unit owner if the association fails to do so.

KIX.

Parking

Section 1

Assignment of Parking Spaces

The developer shall establish the parking plan and in connection therewith shall allocate and assign one (1) parking

space to each unit. Guest parking spaces shall be common elements.

All parking assignments made by the developer applicable to a unit shall be noted on the books of the association. The interest of the unit owner in an assigned space may be assigned only to a subsequent transferee of a unit.

Section 2

Compliance with Parking Plan

When the developer has completed the parking plan, unit owners agree that they will park in their respective allocated space and that such plan shall not be changed or amended except upon the affirmative vote of seventy-five percent (75%) of the unit owners and consent of the unit owners affected. The parking plan shall not be recorded in the Public Records, but the association shall keep said plan in its records and make the same available to unit owners at all times.

XX.

General use Regulations and Restrictions

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation, the By-Laws of the association and the Condominium Act shall be subject to and each owner does agree to abide by the following restrictive covenants and regulations which shall be applicable to all unit owners, their families, guests, servants, invitees, tenants and licensees, to wit:

Section 1

Residential Use

No unit shall be used for any purpose other than for

residential purposes except that the developer may use any unsold unit or units as an aid in selling units or as its sales office.

Section 2

Maintenance

All unit owners shall keep and maintain their respective units in good condition and repair and shall promptly pay for all utilities which are separately metered to the unit.

Section 3

Signs, Advertisements, Etc.

No signs, advertisements or posters of any kind shall be displayed anywhere within the limits of the condominium property without the written consent of the association

Section 4

Conduct of Residents

Unit owners, their families, guests, invitees or licensees shall in no way deface, mar, alter, repair or replace any part of the common elements or any balcony or terrace. Unit owners shall be liable to the association for damages caused by any violation of this section.

Section 5

Compliance with Laws

No immoral, improper, offensive or unlawful use shall be made of the condominium property, or of any unit or part thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof shall be observed. Responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be that of the person(s) or entity

responsible for the maintenance and repair of the property concerned.

Section 6

Taxes

Real estate taxes on any unit and personal property taxes payable by the unit owners, if any, shall be paid separately by the owner when the same become due and payable.

Section 7

Regulations may be Promulgated by the Association

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the association. All such regulations and amendments thereto shall be approved by a vote of not less than seventy-five percent (75%) of all unit owners. Copies of such regulations and amendments thereto shall be furnished by the association to all unit owners and residents of the condominium upon request.

Section 8

Reservation of Developer's Rights

Notwithstanding anything to the contrary contained anywhere in this Declaration, the developer, until the condominium is completed and all units therein are sold, shall have the right to lease any such unsold units without approval of the association. Such leases shall be for not less than ninety (90) days nor longer than one (1) year. Further, developer may make such use of the unsold units and common areas as may facilitate such sales, including, but not limited to, the maintenance of the sales office, the showing of the property and the display of signs.

Section 9

Fireworks and Solicitation Prohibited

Fireworks are strictly forbidden anywhere within the condominium project.

Solicitation of any kind on the condominium property is strictly forbidden.

Section 10

Roadways, Speed Limit and Parking

All vehicles of owners regularly driven or parked on the premises must be registered with the manager and properly identified by condominium tag or decal to be furnished by the association.

Lessees will receive a temporary tag on arrival valid for the duration of their lease.

The maximum speed throughout the condominium project is ten (10) miles per hour.

Parking shall not be permitted anywhere upon any of the common elements within the complex except the designated parking area. Parking shall be limited to marked-off parking spaces only.

As has heretofore been stated, each condominium unit shall be assigned one (1) parking space. Guest parking spaces may not be used for parking cars on a permanent basis.

Use of other owners' parking spaces without their consent is forbidden. Violators will be responsible for any costs involved in moving their vehicle.

Vehicles will be parked inside the marked white lines in such manner as to avoid blocking or restricting the ingress or egress of vehicles to other parking spaces. While away from the premises, the owner's car may be left only in his own assigned parking space. All automobiles must be kept in respectable condition. Such automobiles not kept in a reasonably respectable

condition may be removed from the premises at the owner's expense by the Directors of the association. No vehicle which cannot operate under its own power shall remain on the condominium premises longer than twenty-four (24) hours.

No repairs may be made to any vehicle on the condominium premises except for limited emergency repairs.

No commercial vehicles shall be parked on condominium property overnight.

Guest and invitees of all unit owners must be instructed by their unit hosts to park in the assigned guest parking spaces provided that this shall not prohibit a guest or invitee to park in the space assigned to a unit owner when permission is granted by the unit owner. Handicapped parking has been designated.

Boat trailers, recreational vehicles, all other types of trailers, and all such other like vehicles shall not be parked on condominium property overnight.

Condominium premises, roadways and parking spaces shall not be used for the purpose of storing, cleaning or repairing boats or other watercraft.

The association and the Board of Directors thereof will not be responsible for any damage to vehicles while on the premises.

Any vehicle parked or used in violation of the rules and regulations hereby established may be towed away at the direction of the Board of Directors of the Association at the owner's expense.

Section 11

Sidewalks and Entrances

The sidewalks and entrances and all of the other common elements shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. No bicycles, wagons, chairs, benches, tables, garbage cans, supplies or any other object of similar type or nature shall be

permitted to be stored or placed thereon. The association may remove such items or articles immediately without notice to the unit owner or the owner of any such item or article. Violators shall be liable for any costs involved in removing or correcting any of the conditions that may exist that violate these provisions.

Section 12

Buildings, Exterior

Painting, altering or otherwise changing the exterior of any unit or common element without complying with other provisions herein contained and without the prior written consent of the Board of Directors is prohibited.

Nothing shall be affixed to or attached to or hung or displayed or placed upon the exterior of the building (including awnings and storm shutters) without the written consent of the Board of Directors.

Nothing shall be hung from the windows or from any other part of the building or exterior stone walls or trees. No clothesline or other similar devices shall be allowed on any portion of the condominium property. The cleaning of rugs, mops or other articles from windows or the cleaning of rugs by beating them on the exterior part of the building is prohibited.

The unit owner shall not grow any type of plant, trees, shrubbery or vine outside his unit or on any condominium property without written consent of the Board of Directors. This prohibition shall not preclude unit owners from maintaining house plants. The Board of Directors may from time to time amend or change the basic landscaping designs in its direction. Any and all unauthorized plantings will be removed and corrected where necessary.

The unit owner shall not place any furniture or equipment outside of his unit.

Showing or posting of signs, advertisements or notices of any kind is forbidden. Special permission may be given by the Board of Directors for the posting of signs or notices pertaining to the operation of the condominium and social activities and other related activities pertaining to the condominium.

No television antenna, radio antenna or other like aerials shall be erected outside or on top of any building for any purpose whatsoever.

Owners shall be responsible for the replacement of bulbs and light fixtures that operate from within each unit.

Section 13

Buildings, Interior

Units shall be used only as single-family private dwellings by the owners, family members, social guests and tenants of the owner.

Structural additions or alterations to the interior of the unit without prior consent of the Board of Directors and compliance with the other provisions of this Declaration are prohibited.

Drapes, curtains and light colored liners are permitted on the interior of windows and doors. Under no circumstances shall such lining material as aluminum foil, cardboard, or similar material be permitted on the interior or exterior of windows.

The unit owner shall not permit or suffer anything to be done or kept in the units which will obstruct with the rights of the other unit owners.

Residents shall exercise extreme care in the use of their unit so that other residents are not disturbed. The use of musical instruments, radios, televisions or other sound equipment shall be kept at moderate levels so that other residents will not be disturbed.

The unit owner shall not permit or suffer anything to be done or kept in the unit which will increase the rate of insurance upon the condominium property.

The unit owner shall not commit or permit any nuisance, immoral or illegal acts to be maintained or committed in or about his unit or any other condominium property.

The personal property of the unit owner shall be stored within his respective condominium units or storage area and shall not be stored in any halls, breezeways or upon any of the common elements.

Owner shall be held strictly responsible for notifying guests and renters as to the house rules in effect, and violations by guests and lessees and invitees of the owner which cause additional cost to the association shall be assessed to the unit owner.

Section 14

Pets

Pets shall at all times, when outside of the owner's unit, be on a leash not exceeding six (6) feet maximum length. Pets shall be walked and exercised only along the roadway or in the isolated sections of the condominium property away from the common elements, lawn areas, plants and shrub beds. Any excrement accidentally dropped in the common elements must be picked up, bagged and moved by the pet owner. The term "pets" shall be construed to be limited to mean cats and dogs not to exceed two (2) "pets" per unit. A pet shall not exceed twenty-five pounds nor twenty-five inches in length.

Any pet causing a nuisance or unreasonable disturbance shall be permanently removed promptly upon written notice given by the Board of Directors.

Failure to obey the rules contained within this section may subject the owner, his guests and lessees to legal action and the

costs and attorneys' fees incurred by the association shall be assessed against the offending unit(s).

Section 15

Refuse Disposal

All waste material and refuse that is not disposable in individual units must be bagged and contained securely.

The unit owner shall contact the association for special handling and instructions with reference to disposal of the same. A commercial dumpster shall be provided by the association.

Section 16

Employees or Independent Contractors

Employees or independent contractors of the association are not permitted to perform personal services for owners during working hours.

Employees or independent contractors are to be instructed, directed and disciplined by the manager of the employee's immediate superior only. Owners must not issue orders or directions to the employees or independent contractors.

Reports concerning the conduct, activities or work habits of an employee or independent contractor should be filed with the manager in writing.

Section 17

Rentals and Guests During Owner's Absence

All provisions of the Declaration of Condominium, By-Laws and policies set out in these condominium papers relating to the rental of units will be strictly enforced.

A lessee may not sublet units.

Section 18

Resale

Prior to finalizing a resale, the owner of the unit to be sold must submit to the association notice of an intent to resell his unit. At that time, there shall be furnished to the association a copy of the sales contract and a membership application for the prospective purchaser. At least thirty (30) days before closing the prospective sale, all purchasers may be interviewed by the Board of Directors of the association.

All provisions of the Declaration of Condominium relating to the resale of units will be strictly enforced. Reference should be made to paragraph XXI of this Declaration of Condominium for provisions pertaining to conveyance of ownership of units.

Section 19

Complaints

All complaints of any nature whatsoever are to be made in writing to the management office.

Section 20

Children

No one under eighteen years of age shall own a condominium unit.

All visiting children shall be supervised by a parent or other responsible adult at all times and shall not be permitted to conduct themselves so as to create a nuisance or disturb other residents of the condominium.

The intent of the regulations listed above is to assure maximum use of the facilities for the benefit of all owners, and exceptions will be made only in keeping with that spirit. These rules are made for the benefit of the condominium community as a whole, and any violation of them may result in a loss of privileges or other penalties at the discretion of the Board of Directors.

XXXI.

Transfer of Condominium Units or Parcels

Leasing, Time Share Prohibited

Section 1

Sales and Conveyances

Prior to the sale or transfer of a condominium unit or parcel, any member desiring to sell or transfer shall first submit the name of the proposed purchaser and the contract of sale to the Board of Directors for their approval or disapproval. The Board of Directors shall give its approval or disapproval within thirty (30) days from the date of the submission of the contract of sale. If approved, the approval of the Board shall be in writing and shall be executed in such manner as to entitle it to be recorded in the Public Records of St. Lucie County, Florida. If no action is taken by the Board of Directors within thirty (30) days, the transfer shall be deemed to have been approved by the Board of Directors, and the Board shall provide its written consent upon request of the seller or purchaser, which consent shall be executed in such manner as to entitle it to be recorded in the Public Records of St. Lucie County, Florida.

If the transfer be disapproved, the association shall have thirty (30) days from the date of disapproval within which to purchase the condominium parcel upon the same terms and

conditions as are contained in the contract of sale submitted by the owner. If the association fails to exercise its option to purchase within thirty (30) days, or has not provided an approved purchaser who executes a contract of sale upon the same terms and conditions within said time, then the unit owner shall be free to sell and convey to the intended purchaser.

The provisions of this section shall not be applicable to any sale made by the developer or its assigns nor to any sale or transfer made by an institutional mortgagee acquiring title as the result of its foreclosure or by voluntary acceptance of the transfer of title in lieu of such foreclosure nor to a purchaser acquiring title through such foreclosure proceedings, nor to any person accepting title in lieu of such foreclosure, nor to sales made pursuant to order or decree of court in connection with the foreclosure of an institutional first mortgage.

Section 2

Leasing

No unit shall be leased or rented by the respective unit owner thereof for transient or hotel purposes which are hereby defined as (A) rentals for less than thirty (30) days or (B) rentals where the occupants of the unit are to be provided services such as room service for food and beverage, maid service, furnishing of laundry, linens and bellboy service. Other than the foregoing, the owner or owners of the respective unit shall have the right to lease the same provided that all such leases are first approved by the association and are made subject to this Declaration, the Articles of Incorporation of the association and the By-Laws of the association. The leasing of a unit shall not relieve the owner thereof from paying his share of assessments.

Section 3

Exceptions

The provisions of this paragraph XXI shall not apply to:

A. The surviving spouse, lineal descendants, or heirs at law of a unit owner or his devisees under the unit owner's Last Will and Testament who acquire title to the unit of the deceased owner by intestacy or under the Will of the unit owner. Any person acquiring title in either manner shall furnish to the Board of Directors in recordable form such evidence as will legally show the acquisition of title by such person. Such papers or evidence shall be recorded in the Public Records of St. Lucie County, Florida, at the expense of any such person acquiring ownership in the manner herein stated.

B. The restrictions on transfer shall not apply to the surviving spouse of any deceased unit owner where the title to the unit is held by the spouses as tenants by the entirety.

C. These restrictions shall not apply where title to a unit has passed to a joint tenant by right of survivorship where such surviving tenant has previously been approved as an owner. Nor shall the restrictions apply where a joint owner transfers his interest to any other joint owner of a unit who has been previously approved as an owner.

D. The prohibitions against transfer shall not apply to the owner of another unit in the condominium.

Section 4

Time Sharing or Interval Ownership

No time sharing ownership nor interval ownership of any apartment shall be permitted.

XXII.

EQUITABLE SERVITUDES RUNNING WITH THE LAND

All provisions of this Declaration are enforceable equitable

servitudes running with the land and are effective until the condominium is terminated.

XXIII.

OFFICIAL RECORDS

- A. From the inception of the association, the association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the association.
1. The plans, permits, warranties, and other items provided by the developer pursuant to F.S. 718.301(4);
 2. A photocopy of the recorded declaration of each condominium operated by the association and all amendments thereto;
 3. A photocopy of the recorded bylaws of the association and all amendments thereto;
 4. A certified copy of the articles of incorporation of the association or other documents creating the association and all amendments thereto;
 5. A copy of the current rules of the association;
 6. A book or books containing the minutes of all meetings of the association of the board of directors, and of unit owners, which minutes shall be retained for a period of not less than 7 years.
 7. A current roster of all unit owners, their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers;
 8. All current insurance policies of the association and condominiums operated by the association;
 9. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility;

10. Bills of sale or transfer for all property owned by the association;

11. Accounting records for the association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

c. All audits, reviews, accounting statements, and financial reports of the association or condominium.

d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;

12. Ballots, sign-in sheets, voting proxies, and all other papers relating to elections which shall be maintained for a period of 1 year from the date of the meeting to which the document relates;

13. All rental records where the association is acting as agent for the rental of condominium units.

XXIV.

ARBITRATION

Voluntary arbitration of disputes is recommended and, if initiated, will follow the procedures and rules and employ the arbitrators of the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business Regulation. The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in

this provision shall be construed to foreclose parties from proceeding in a trial de novo; if such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. Any party may seek enforcement of the final decision of an arbitrator in a court of competent jurisdiction.

XXV.

GENDER

The use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

XXVI.

CAPTION LINES

Caption lines are inserted in this Declaration of Condominium for convenience and reference only and shall not be taken in any way to limit or describe the scope of this Declaration of Condominium or any provision thereof.

XXVII.

SUBMISSION TO CONDOMINIUM

CARLTON VILLAS OF HUTCHINSON ISLAND, a venture of MARTIN-BROWNE INVESTMENTS, INC., the owner in fee simple of the lands described in this Declaration of Condominium does hereby submit said lands to condominium pursuant to the provisions herein contained and exhibits hereto.

XXVIII.

THE CONDOMINIUM ACT OF FLORIDA

All references to the Condominium Act of Florida are to Chapter 718 of the Florida Statutes as it is presently drafted and adopted on the date of this Declaration and does not

incorporate future amendments by reference. This Declaration shall only be amended according to its terms.

EXECUTED this 30 day of June A.D., 1987.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

CARLTON VILLAS OF HUTCHINSON ISLAND, a venture of MARTIN-BROWNE INVESTMENTS, INC.

By: [Signature]
Stuart Martin, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized to take acknowledgments, personally appeared STUART MARTIN, known to me to be the President of MARTIN-BROWNE INVESTMENTS, INC., and I certify that he acknowledged executing the foregoing in the presence of two subscribing witnesses as an act of said corporation under authority duly vested in him by said corporation for and on behalf of corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of June A.D., 1987.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 1, 1990.
HONORARY NOTARY PUBLIC UNRECORDED