

Punta Rassa Condominium Lease

THIS LEASE, as amended and modified by that certain Addendum to Punta Rassa Condominium Lease, attached hereto and incorporated herein by this reference is made this ____ day of _____, 20____, by and between _____, the Owner, whose address for service of notices and payment of rent under this Lease is _____ and _____, the Tenant, whose address is _____.

IN CONSIDERATION of the following covenants, agreements and conditions, and subject to the terms and conditions set forth in the Addendum to Punta Rassa Condominium Lease, attached hereto and incorporated herein by reference, and subject further to the terms and conditions set forth in the Declaration of Punta Rassa Condominium, Phase One, Punta Rassa Condominium, Phase Two, Punta Rassa Condominium, Phase Three, and Punta Rassa Condominium, Phase Four, all as have been and may be further amended from time to time, as applicable to the Premises, the Condominium Rules, By-Laws of Punta Rassa Condominium Association, Inc., and Articles of Incorporation for Punta Rassa Condominium Association, Inc. (collectively, hereinafter the "governing documents") and the consent of the Condominium Association of this Lease, the Owner leases to the Tenant the following described premises:

_____ including parking spaces _____, and the additional limited common elements consisting of playground, pool, cabana, tennis court and fishing docks.

1. **TERM.** The term of this Lease is for a period of _____ beginning on _____ and ending on _____.
2. **RENT.** Tenant shall pay to Owner for the term of the Lease a total rent of \$ _____, payable in equal monthly installments of \$ _____ in advance, on the _____ day of each month, and taxes, if any. Owner acknowledges receipt from Tenant of advance rent in the amount of \$ _____ to be held by Owner and applied to the rental payments due for the _____ month _____ of the term of this Lease.
3. **MAINTENANCE/RECREATION COSTS.** Tenant agrees to pay all recreation lease payments, lease approval fees, and other analogous recurring fees and costs for the term of this Lease, if any, as well as all fines, penalties, and the like imposed on Owner, Tenant, or both because of any negligence, neglect or default by Tenant under the terms of this Lease or under the governing documents. Tenant agrees to pay such other charges and fees directly to the Punta Rassa Condominium Association, Inc., as may be required pursuant to the Addendum to Punta Rassa Condominium Lease.
4. **SECURITY DEPOSIT.** Owner additionally acknowledges receipt from Tenant of a security deposit in the amount of \$ _____. The deposit shall be returned to Tenant at the expiration of this Lease provided that all rent has been paid and all covenants, agreements and conditions in this Lease have been fully performed by the Tenant.
5. **USE OF PREMISES.** The leased premises shall be used as a private dwelling for the Tenant and Tenant's family of no more than 4 people, consisting of adults and children. Tenant agrees not to use the leased premises, or permit the premises to be used, for any illegal, immoral or improper purpose, and not to create or permit to be made, any disturbance, noise, annoyance, or nuisance detrimental to the premises or to the comfort and peace of persons in the vicinity of the premises. In particular, Tenant's children shall not be permitted to play in the halls, lobbies, porches or stairwells, and in other common or limited common areas not set aside for recreation, or in any other way to annoy the tenants of other units. Tenant shall comply with all written rules and regulations that the condominium association has enacted and shall hereafter may enact.
6. **PETS.** Tenants will keep no pets or other animal on the premises without the written consent of the Owner and Association.
7. **UTILITIES.** During the Lease term, Tenant shall be responsible for all utilities. Landlord shall be responsible for the payment of all real estate taxes for the Property. Tenant shall pay for all hookup fees, deposits and other charges associated with utilities delivered to the Premises.
8. **CARE OF THE PREMISES.**
 - (a) Repairs. Tenant at his expense, shall maintain the premises, furnishings, equipment, fixtures and plantings, if any, in the same condition as they exist on this day, ordinary wear and tear excepted.
 - (b) Decoration/Alteration. Tenant will not paint, paper, decorate, alter, improve or change the premises, including its keys and locks, without the proper written consent of the Owner or the Punta Rassa Condominium Association, where such consent is required under the governing documents of the Association.
 - (c) Cleanliness/Waste. Tenants shall maintain the leased premises in a clean and safe condition; shall commit no waste; shall bring nothing and do nothing on the premises that might unreasonably increase the danger of fire or other hazard on the premises, and shall pay the cost of repairing all damages to the premises and common areas, in excess of normal wear and tear, caused by the Tenant.
 - (d) Household Goods. Tenant acknowledges receipt of the articles described in this lease or its attached schedule in good condition, agrees to assume full responsibility for the articles and made good any damage or deficiency therein, caused by the Tenant.
9. **RIGHT OF ENTRY.** Owner or his agent may enter upon the premises without notice in emergencies, and at reasonable times upon prior notice to the

Tenant at other times, to examine its condition in order to abate nuisances, prevent waste, make necessary improvements or repairs, to erect or post a "For Sale" sign, and to show the premises to prospective purchasers or tenants.

10. **SUBORDINATION**. Tenant hereby subordinates this Lease to Owners existing or future mortgages, liens and encumbrances.
11. **EMINENT DOMAIN**. If all or any part of the premises shall be taken by right of eminent domain, so as to render the remaining part untenable, this Lease shall expire, and rent shall be apportioned as of the day Tenant moves out.
12. **ABANDONMENT OF PREMISES**. If Tenant renounces the lease or abandons the premises, Owner may, at his option, obtain possession of the premises in any manner allowed or provided by law, and may at his option, as agent for Tenant, relet the premises for the whole or part of any part of the then unexpired term, and hold Tenant liable for any difference between the rent that would have been payable under this Lease and the net rent for such period realized by Owner, by means of such reletting. Personal property left on the premises by Tenant may be stored, sold, or disposed of by Owner, according to law.
13. **DESTRUCTION OF PREMISES**. If the premises are damaged or destroyed by fire or other casualty, Tenant shall give Owner immediate notice of the occurrence. If the casualty has rendered the premises totally untenable and the casualty is not due to the negligence or fault of the Tenant, this Lease may be terminated by either Tenant or Owner upon written notice to the other and rent shall be apportioned as of the day Tenant moves out. If the casualty has rendered the premises partially untenable, and the casualty is not due to the negligence or fault of the Tenant, and Owner is insured against that casualty, Owner will repair the premises within a reasonable time after he receives the casualty insurance proceeds, with rent partially abated in the interim, in the proportion the damaged part of the premises bears to the entire premises.
14. **ASSIGNMENT/SUBLETTING**. Tenant is permitted to assign and sublease the premises upon obtaining the Owners prior consent in writing.
15. **DEFAULT**. If the Tenant fails to pay the rent or any costs, fees, taxes, charges and utilities in the amounts and at the times set forth above, or if Tenant violates any of the covenants, agreements and conditions of this Lease, Tenant thereupon becomes a tenant at sufferance and Owner may, at his option, without waiving any other rights or remedies, employ all remedies allowed or provided by law and equity against Tenant to terminate the Lease, obtain possession, accelerate and collect unpaid rent, retain or claim against the security deposit, and obtain compensation for damages to the premises or its contents in excess of the security deposit.
16. **CONSTRUCTION**. The terms "Owner" and "Tenant" include the plural, either or both genders, the Tenant's family residing on the premises, and the invitees of Tenant and his family. This Lease binds and inures to the benefits of the Owner and Tenant and their heirs, beneficiaries, assigns, representatives and grantees.
17. **WAIVER AND SEPARABILITY**. The waiver of one breach of any term or condition contained in this Lease shall not be considered to be a waiver of any subsequent breach of that same term or condition or of any other term contained herein, and in the event that any portion of this Lease shall be held invalid, for whatever reason, then such invalidation of said portion shall not invalidate the remaining terms of the Lease and the same shall remain in full force and effect.
18. **CHANGES TO THIS LEASE**. This Lease, together with the Addendum to Punta Rassa Condominium Lease attached hereto and incorporated herein, contains the entire agreement between the parties and cannot be changed or modified except by a written instrument signed by Owner and Tenant.
19. **ADDITIONAL TERMS/AGREEMENTS/CONDITIONS**. "I certify that I have received a copy of the governing documents, have read them, and agree to abide by these rules. I understand that failure to do so will result in my eviction: _____
Tenant(s) signature(s)
20. **RADON GAS NOTIFICATION**. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.
21. **LEAD BASED PAINT HAZARD**. (1) Sellers and Lessors of most residential housing built before 1978 must disclose the presence of known lead-based paint hazards in the housing. (2) Sellers and Lessors must provide purchasers and lessees with any available records or reports pertaining to the presence of lead-based paint and/or lead-based paint hazards. (3) Sellers and Lessors must provide purchasers with a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based hazards before the purchaser is obligated under any purchase contract. (4) Sales and leasing contracts must include certain disclosure and acknowledgment language. (5) Agents must ensure compliance with these requirements.
22. **HOLDOVER BY TENANT**. If Tenant should remain in possession of the Premises after the expiration of this Lease without the consent of the Landlord, then Tenant shall be deemed to be a tenant at sufferance and Landlord shall be entitled to all remedies under Florida law.
23. **RIGHT TO TERMINATE NOT EXCLUSIVE**. The right of the Landlord to terminate this Lease is in addition to and not in exhaustion of such other rights that the Landlord has or causes of action that may accrue to the Landlord because of the Tenant's failure to fulfill, perform or observe the

obligations, agreements or covenants of this Lease, and the exercise or pursuit by the Landlord of any of the rights or cause of action accruing hereunder shall not be an exhaustion of such other rights or causes of action that the Landlord might otherwise have.

24. **QUIET ENJOYMENT.** Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
25. **SURRENDER OF PREMISES.** At the expiration of the Lease terms, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.
26. **ATTORNEYS' FEES AND COSTS OF COLLECTION.** Tenant agrees to pay all costs of collection, including reasonable attorneys' fees, if all or any part of the rent reserved herein is collected after maturity with the aid of an attorney and also to pay reasonable attorneys' fees in the event it becomes necessary for the Landlord to employ an attorney to force the Tenant to comply with any of the covenants, obligations, or conditions imposed by this Lease, including those incurred on appeal.

IN WITNESS WHEREOF, the parties have executed this Lease at _____, State of _____ on the date stated above.

In The Presence of:

Witness signature (as to Owner)

Printed name

Address

Witness signature (as to Tenant)

Printed name

Address

Owners(s)

Signature

Printed name

Signature

Printed name

Tenant(s)

Signature

Printed name

Signature

Printed name

ADDENDUM TO PUNTA RASSA CONDOMINIUM LEASE

The provisions contained herein modify that certain Punta Rassa Condominium Lease ("Lease") between _____ (hereinafter "Owner" or "Lessor") and _____ ("Tenant"), entered into on _____, for the lease of real property located at _____, and serve as an agreement between Landlord and Punta Rassa Condominium Association, Inc. ("Association") to assign rents payable to Landlord pursuant to the Lease from Landlord to Association for past-due and owing assessments, interest, costs and reasonable attorney's fees, which amounts are due pursuant to obligations of Landlord arising from the Declaration of Condominium for Punta Rassa Condominium Phase I, Declaration of Condominium for Punta Rassa Condominium Phase II, Declaration of Condominium for Punta Rassa Condominium Phase III, Declaration of Condominium for Punta Rassa Condominium Phase IV, as applicable to the Premises, recorded in the Public Records of Lee County, Florida, and all valid amendments thereto, and the By-Laws of Punta Rassa Condominium Association, Inc., and Articles of Incorporation for Punta Rassa Condominium Association, Inc. (collectively, hereinafter the "condominium documents").

Execution of this Lease Addendum is a required condition of rental of a unit, pursuant to the authority of the Association contained in the Declaration of Condominium.

The Lessor and Tenant hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. Lessor and Tenant further agree that Association shall be considered a named party to the Lease Agreement and this Addendum for the purpose of enabling Association to enforce the provisions of the condominium documents and the covenants of the Lease and this Addendum. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto.

Further, the Lessor, Tenant and Association agree as follows:

1. **USE:** The Tenant (which term shall at all times in this Addendum include all proposed occupants of the Unit) will use the premises only for single family, residential purposes by Tenant and his family members. Single family shall mean one person or not more than two unrelated persons living together as a single housekeeping unit or three or more persons living together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption. Tenant will make no unlawful, improper or offensive use of the leased property, nor permit the commission of any act which constitutes a public or private nuisance.

2. **COMPLIANCE WITH THE CONDOMINIUM DOCUMENTS:** Any infraction of the provisions or restrictions set forth in the condominium documents by the Tenants or their family, guests or invitees shall be deemed a breach of the Lease, and Association or Lessor shall have the option to terminate the Lease Agreement. Tenant acknowledges, by signing this Addendum that he has read, understands, and agrees to abide by the Condominium Documents.

3. **ASSOCIATION AUTHORITY TO ENFORCE ADDENDUM TERMS:** Lessor and Tenant further agree that Association may act in its own rights, or in cases where Lessor fails to act in a timely manner, as Lessor's agent, to terminate the Lease and may institute proceedings against Tenant, in Lessor's name, or in Association's name in its own right. In either such cases, Lessor shall be responsible to Association for all expenses incurred, including attorney's fees, without waiver of the right of any action by Lessor against Tenant.

4. **ASSIGNMENT OR SUB-LEASING/RENEWAL:** No assignment of the Lease or sub-leasing of any part of the leased property by the Tenant shall be valid without the prior approval of the Association. Renting of rooms and "rent-sharing" is prohibited. The Lease Agreement shall not be renewed or extended, nor shall Tenant hold over the premises, without the prior approval of the Association.

5. **INSPECTION OF PREMISES:** The Association and Lessor or his agent, have and are hereby granted the right to enter the premises at any time for the protection and preservation of the premises, or at a reasonable time and upon reasonable notice for the purposes of inspection; making necessary or agreed repairs, decoration, alterations, or improvements; supplying agreed services (including pest control); or determining the existence of suspected or reported violations of the Condominium Documents. Lessor and Tenant acknowledge that Association retains a key to the premises.

6. **LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY:** The Association shall not be liable to Lessor, or to Tenant, or Tenant's family, agents, guests, invitees, employees or servants for damage to persons or property caused by other residents or other persons. Tenant recognizes that Association does not warrant the security of the property, and is not responsible for safety of Tenant, other unit occupants, nor their property. Lessor and Tenant jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to person or property arising from Tenant's use of the premises, or from any activity or work permitted to be suffered by Tenant in or about the premises. Association shall not be liable for personal injury, or damages to Tenant's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that Association has been negligent in maintenance of common elements which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Tenant agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other person upon the premises.

7. **DEFAULT/ENFORCEMENT:** If the Tenant fails to comply with any of the material provisions of the Condominium Documents, or materially fails to comply with any duties imposed by him by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Lessor or Association specifying the noncompliance and indicating the intention of the Association or Lessor to terminate the Rental Agreement by reason thereof, Association or Lessor may terminate the Rental Agreement. Association and/or Lessor shall have no obligation to allow Tenant to cure such violations if such noncompliance is of a nature that Tenant should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes (2008), as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by Association or Lessor of a similar violation. In such instances, Association or Lessor may deliver a written notice to Tenant specifying the noncompliance and the Association's or Lessor's intent to terminate the Lease 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 Lessor's or Association's property by intentional act or a subsequent or continued unreasonable disturbance. Examples of noncompliance which are of a nature that Tenant will be given an opportunity to cure include, but are not limited to, activities 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. Lessor and Tenant acknowledge Association may tow away or cause to be towed away vehicles that are parked on Condominium property in contravention of the Condominium Documents. Lessor and Tenant also recognize that Association shall have the right to terminate the Lease and/or institute evictions or other proceedings against Tenants, for violation of the Condominium Documents as set forth above. Further, the parties recognize that the Association may levy fines against a unit for violation of the Condominium Documents. Fines may be levied for violations, without opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine. Lessor and Tenant shall be jointly and severally liable for the payment of any fine duly levied by the Association, arising out of the conduct of Tenant, his family, guests, and invitees. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph #9 of this Lease Addendum with respect to the collection of fines.

A. **Right to Receive Rental Income.** Notwithstanding any other remedy available to the Association under the governing documents, or applicable law, the Association shall have the following options when payment of regular or special assessments are in default: The Association may, without order of the court, direct rental income (by written notice to the Tenant with copy to Lessor) from Tenant to be paid directly to the Association until all outstanding assessments, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. If a Tenant fails to comply with the Association's request, such failure shall constitute a breach of the Lease and this Addendum, and the Association shall have the authority to evict the tenant and pursue such other remedies available to Association under the Lease, this Addendum or Florida law. As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Lessor in default paid directly to the Association, the court registry, or a receiver, as the court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies. Tenant shall be entitled to set off against rent payable to Lessor for any and all amounts paid by Tenant to Association hereunder.

8. **COSTS AND ATTORNEY'S FEES:** If either the Lessor or the Tenant fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Condominium Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorney's fees of that action, at the arbitration, trial or appellate levels.

10. **CONSENT TO COMMUNICATION** The Lessor hereby expressly consents to and authorizes the Association, its attorney, and agents to contact the Tenant in the event that the Landlord becomes delinquent with his obligations to the Association. The purpose of such communication and contact will be to enforce the provisions of this Addendum by providing the Lessor and Tenant the notices described in Paragraph 7.A above.

11. **MISCELLANEOUS:**

A. **Binding Effect:**

The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.

B. **Waiver:**

The failure of Association to enforce its rights as set forth in Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. **Modification:**

This Lease Addendum may only be modified by an instrument signed by Lessor, Tenant and Association.

D. **Captions:**

The captions contained in this Lease Addendum are for convenience sake only, and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.

E. **Gender:**

All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. **Governing Law/Venue:**

This Addendum is governed by the laws of Florida. Venue for any action lies in Lee County.

G. **Severability.**

The provisions of this Addendum are severable, it being the intention of the parties hereto that should any provisions hereof be invalid or unenforceable, such invalidity or unenforceability of any provision shall not affect the remaining provisions hereof, but the same shall remain in full force and effect as if such invalid or unenforceable provisions were omitted.

H. **Anti-Discrimination Policy:**

Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status, or handicapped status.

LESSOR:

Date: _____

TENANT:

Date: _____

PUNTA RASSA CONDOMINIUM ASSOCIATION, INC.

PRINT NAME: _____

TITLE: _____

Date: _____