

FAIRWAYS AT GRAND HARBOR CONDOMINIUM ASSOCIATION, INC

**Application for Approval of Rental and Occupancy**

c/o of Elliott Merrill Community Management, 835 20<sup>th</sup> Place, Vero Beach, FL 32966  
Phone (772) 569-9853, Fax (772) 569-4300  
[jonnas@elliottmerrill.com](mailto:jonnas@elliottmerrill.com)

**THIS APPLICATION IS TO BE COMPLETED IN PEN OR TYPED. PLEASE DO NOT USE PENCIL  
IF THIS APPLICATION IS INCOMPLETE, IT WILL NOT BE ACCEPTED.**

**Please complete the following and submit 15 days prior to occupancy.  
Incomplete lease applications will be returned to the owner/landlord, unapproved.**

Check list of items MUST INCLUDE: Check for application fee \$150.00 made payable to Fairways at Grand Harbor

- Signed Authorization Agreement (Owner & Tenant signs) - **PAGE 4**
- Signed Fairways at Grand Harbor Residential Lease Agreement between Owner and Tenant (**You must use this lease**) - **PAGES 8-11**
- Signed Consent for Release of Information - **PAGE 5**
- Vehicle **OWNER/TENANT INFORMATION FORM - PAGE 7**
- Copy of Owners Certificate of Insurance, which must include:
  - o THIS IS A MUST – Owner’s insurance agent should email/fax us current declaration.
  - o Minimum loss Assessment coverage of \$2,000
  - o Rental Coverage to Others “Unit Owners Rental to Others”
- Legible copy of Driver’s License for ALL persons residing in the unit over the age of 16 years. \*Expired identification will not be accepted.
- Check made payable to FAIRWAYS AT GRAND HARBOR in the amount of \$100 per married couple and/or unmarried adult (United States)**
  - o International applicants must submit \$150 check per tenant - along with a copy of passport. International background checks take longer to receive, please keep this in mind when submitting the application.
- Crime Free Association Lease Addendum - **PAGES 12-13**
- A check for a common area refundable deposit fee in the amount of \$1,000, made payable to Fairways at Grand Harbor, to be paid by the tenant.**

**FAILURE TO RETURN ALL REQUESTED INFORMATION AND OBTAIN PRIOR APPROVAL TO LEASE PRIOR TO START DATE MAY RESULT IN A FINE.**

**\*\*\*NOTE OCCUPANCY LIMITS\*\*\***

- 1&2 BEDROOM UNITS ARE LIMITED TO 2 UNRELATED ADULTS
  - 3 BEDROOM UNITS ARE LIMITED TO 3 UNRELATED ADULTS
- NON RELATED ADULTS SHALL COMPLETE A LEASE APPLICATION, PRIOR TO OCCUPANCY.

(Please circle one)    1 Bedroom    2 Bedroom    3 Bedroom

(Please check one)    Furnished \_\_\_\_\_    Unfurnished \_\_\_\_\_

BLDG LETTER: \_\_\_\_\_    UNIT NO: \_\_\_\_\_

**RENTAL PERIOD:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**\*\*\* Gate access into Fairways and all amenities will be deactivated the day following the lease end date if a lease renewal has not been received by the management company.\*\*\***

CURRENT OWNER: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

OWNER EMAIL: \_\_\_\_\_ OWNER PHONE #: \_\_\_\_\_

OCCUPANT #1 \_\_\_\_\_  
First Middle Last

Current Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

OCCUPANT #2 \_\_\_\_\_  
First Middle Last

Current Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**PLEASE PROVIDE ALL NAMES OF ADDITIONAL OCCUPANTS OF THE UNIT:**

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

**IN CASE OF EMERGENCY PLEASE CONTACT: \_\_\_\_\_**

Have you previously lived at the Fairways at Grand Harbor? If so please provide dates, name of owner & Unit #

\_\_\_\_\_  
\_\_\_\_\_

Is Garage included with lease?	<b>YES NO</b>	Garage No. _____
Is Storage Unit included with lease?	<b>YES NO</b>	Storage No. _____
Is Carport included with lease?	<b>YES NO</b>	Carport No. _____

**Each Adult Occupant Must Initial and Date Each Number Paragraph Below:**

**1. PETS**

I understand that lessees may **NOT** have any pets during their rental period.

Initials \_\_\_\_\_ Date \_\_\_\_\_

**2. Vehicles must fit into one parking space. No boats, ATVs, trailers of any kind, recreational vehicles, motor homes, RVs or exposed equipment shall be permitted on any portion of the property. Commercial vehicles, vehicles with exposed equipment, materials, or containers, and vehicles containing hazardous materials shall only be permitted on the property for owner's contractors/repairmen or with written approval from the Board of Directors. A commercial vehicle, regardless of tag type, is defined as any vehicle that is adorned with advertising and/or transports any products, equipment, and/or people for a business purpose. No unregistered vehicles or non-operational vehicles. The Association reserves the right to limit the number of vehicles per unit kept on property. **\*\*All vehicles are required to have RFID stickers and parking permits that must be displayed on cars when parked in parking lots.****

Initials \_\_\_\_\_ Date \_\_\_\_\_

3. Garages (includes carports & spaces) – No commercial use of garages. Sale of garages must be approved by the Association to be valid. Only registered occupants and owners may utilize garages.

Initials \_\_\_\_\_ Date \_\_\_\_\_

4. Occupant understands security cameras are in use and may be used in apprehension of violators. Live monitoring of cameras is provided.

Initials \_\_\_\_\_ Date \_\_\_\_\_

5. Keys/FOBS – Occupants agree to restrict use of keys, FOBS, cards and codes to persons listed on the lease application.

Initials \_\_\_\_\_ Date \_\_\_\_\_

6. Trash – Only household trash may be placed in the dumpster. No mattresses, furniture, or other items shall be left at the dumpster or on the premises. No trash shall be stored outside of a unit.

Initials \_\_\_\_\_ Date \_\_\_\_\_

7. Risk – Use of the common facilities is at the occupants own risk. Any injury to occupants or guests is not the responsibility of the Association.

Initials \_\_\_\_\_ Date \_\_\_\_\_

8. This application is subject to approval by the Board of Directors of the Fairways at Grand Harbor Condominium Association. I/we understand that I will be advised by the Board of Directors as to the acceptance or denial of this application. **Occupancy prior to board approval is prohibited.**

Initials \_\_\_\_\_ Date \_\_\_\_\_

9. Occupant has received from the lessor and has read the Rules & Regulations of The Fairways at Grand Harbor Condominium Association and hereby agree to abide by the terms and provisions of these Rules and Regulations.

Initials \_\_\_\_\_ Date \_\_\_\_\_

10. Occupant agrees to submit, after approval, a key to the unit, garage, or storage closet as soon as possible to the Association for emergency purposes, per Florida Statue & the Association Documents. If the unit, garage, or storage closet locks are changed, a new key(s) must be provided.

Initials \_\_\_\_\_ Date \_\_\_\_\_

11. Occupant understands that the Board of Directors of Fairways at Grand Harbor Association, Inc. will obtain a background check from EMP screening. Accordingly, I specifically authorize the Board of Directors, Management, and EMP Screening to make such investigation and agree that the information contained in this and the attached application may be used in such investigation, and the Board of Directors, Officers, and Management of Fairways at Grand Harbor Condominium Association, INC. itself shall be held harmless from any action or claim by me in connection with the use information contained herein or any investigation conducted by the Board of Directors.

Initials \_\_\_\_\_ Date \_\_\_\_\_

12. FACILITIES USE – Occupants agree to accompany guests when using the clubhouse, pool, gym, and tennis courts.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I have read the complete rules and regulations of the Association and agree that I, my children, my guests and vendors will abide by them. I acknowledge by signing below, the information provided is true, complete and current. I agree if any changes take place, I will notify the Association promptly. I agree that the Association may terminate my occupancy for violation of these Association rules and regulations.

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT RENT  
UPON DELIQUINCEY IN MAINTENANCE PAYMENTS**

Whereas, \_\_\_\_\_ (herein "Owner"), is the record owner(s) of Unit \_\_\_\_\_ located at \_\_\_\_\_, Vero Beach, FL in Fairways at Grand Harbor a Condominium as amended, recorded in the Public Records of Indian River County, at official Records Book 1699, Page 1327; and

Whereas, the Fairways at Grand Harbor Condominium Association, Inc. (herein "Association") is the entity charged with the operation and management of the Condominium; and

Whereas, Owner desires to lease the unit to \_\_\_\_\_ (herein "Lessee(s)") pursuant to a lease submitted herewith; and

Whereas, the parties desire the approval of the Association for this lease, pursuant to Article 30 of the Declaration.

Now, therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

1. Upon the execution and delivery of the Authority Agreement, the Association shall provide the necessary approval for the lease.
2. If, at any time during the pendency or term of the Lease, Owner becomes delinquent in payment of assessments to Association, Owner and Lessee(s) agree that the Association shall have the power, right and authority to demand lease payments directly from the Lessee(s) and deduct such past due assessments, costs and attorney fees, if any, as may be delinquent. Further, Owner and Lessee(s) agree that Lessee(s) will pay the full rental payment due to the Association upon written demand. Owner expressly absolves Lessee(s) from any liability to Owner for unpaid rent under the Lessee Agreement if such payment is made directly to Association upon demand from Association. If any funds are left over, the Association shall immediately remit the balance to Owner at the address listed in the Association's records.
3. Should Lessee(s) fail to comply with the demand of the Association within three (3) days of receipt of a demand for payment hereunder, the Association is hereby granted the authority to obtain a termination of the tenancy, in the name of Owner, through eviction proceedings, or to seek injunctive relief or specific performance under this contract. Owner and Lessee(s) further agree that, if such legal action becomes necessary, the Association shall be entitled to recover reasonable attorney's fees and costs, including appeals, from Owner.
4. The Monthly Amount of Lease Payments to be collected from Tenant by the Association in the event of delinquency is \$ \_\_\_\_\_.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PLEASE SUBMIT WITH BOTH SIGNATURES (OWNER'S AND TENANT'S)**

Owner \_\_\_\_\_ Lessee \_\_\_\_\_

Owner \_\_\_\_\_ Lessee \_\_\_\_\_

**Fairways at Grand Harbor Condominium Association, Inc.**

**DISCLOSURE**

**APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION.**

I hereby authorize the Fairways at Grand Harbor Condominium Association, Inc. and its designated agents and representatives to conduct a comprehensive review of my background causing a consumer report and/or an investigative consumer report to be generated for residency purposes.

I understand that the scope of the consumer report/investigative report may include, but is not limited to, the following areas:

Verification of social security number; current and previous residences; employment history; character references, credit history and reports, criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; birth records; motor vehicle records to include traffic citations and registration; and any other public records or to conduct interviews with third parties relative to my character, general reputation, personal characteristics or mode of living.

I hereby expressly release the Fairways at Grand Harbor Condominium Association, Inc. and its designated agent, Elliott Merrill Community Management and any procurer or furnisher of information, from any liability what-so-ever in the use, procurement, or furnishing of such information, will not hold Elliott Merrill Community Management for any breach in confidentiality that may occur once the information is conveyed to the Board of Directors of Fairways at Grand Harbor Condominium Association, Inc.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

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**CONFIDENTIAL INFORMATION**  
**NOT OPEN FOR INSPECTION AS OFFICIAL RECORDS OF THE ASSOCIATION**

Applicant Last Name (Maiden Name) \_\_\_\_\_ Applicant First Name \_\_\_\_\_

Applicant SS# \_\_\_\_\_ Applicant Date of Birth: \_\_\_\_\_

Co-Applicant Last Name (Maiden Name) \_\_\_\_\_ Co-Applicant First Name \_\_\_\_\_

Co Applicant SS# \_\_\_\_\_ Co-Applicant Date of Birth: \_\_\_\_\_

Applicant Driver License # /ST  
or government issued ID \_\_\_\_\_

Co-Application Driver License # /ST  
or government issued ID \_\_\_\_\_

**MUST ATTACH A COPY OF GOVERNMENT ISSUED IDENTIFICATION**

**FAIRWAYS AT GRAND HARBOR OWNER/TENANT INFORMATION**

OWNER(S) / TENANT(S) **(CIRCLE ONE)**    UNIT #: \_\_\_\_\_    Lease Exp. Date: \_\_\_\_\_

NAME (1): \_\_\_\_\_

DRIVERS LICENSE NUMBER: (1) \_\_\_\_\_ STATE OF ISSUANCE: \_\_\_\_\_

EMAIL ADDRESS (1) : \_\_\_\_\_

NAME (2): \_\_\_\_\_

DRIVERS LICENSE NUMBER: (2) \_\_\_\_\_ STATE OF ISSUANCE: \_\_\_\_\_

EMAIL ADDRESS (2) : \_\_\_\_\_

GARAGE # \_\_\_\_\_ CARPORT # \_\_\_\_\_ STORAGE CLOSET # \_\_\_\_\_

ALL OCCUPANTS IN UNIT (OTHER THAN OWNER(S)/TENANT(S) NOTED ABOVE):

NAME	RELATIONSHIP	AGE

OTHER MAILING ADDRESS: \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_ CELL: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

FOB/KEY CARD(S):

FOB #	FOB #	FOB #	FOB #

VISITOR CALL BOX INFORMATION:

TELEPHONE NUMBER	NAME

MY SIGNATURE INDICATES THAT I HAVE RECEIVED A COPY, UNDERSTAND AND WILL ABIDE BY FAIRWAYS RULES AND REGULATIONS.

 DATE: \_\_\_\_\_

 DATE: \_\_\_\_\_

VEHICLE INFORMATION:

NAME	RFID NUMBER	YEAR	MAKE	MODEL	COLOR	STATE/ PLATE #

**FAIRWAYS AT GRAND HARBOR RESIDENTIAL LEASE AGREEMENT**

(MINIMUM SIX MONTHS; MAXIMUM ONE YEAR)

I. **TERM AND PARTIES.** This is a lease (“the Lease”) for a period of \_\_\_\_\_ months, beginning date \_\_\_\_\_ and end date \_\_\_\_\_ between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant). Names and ages of all occupants, apart from the Tenant above:

\_\_\_\_\_

\_\_\_\_\_

**No other person(s) shall live in this unit without the prior written permission of the Owner and without an Application to Lease.**

II. **PROPERTY RENTED.**

Owner leases to Tenant Unit No. \_\_\_\_\_ in the building located at \_\_\_\_\_ Fairways Circle, Vero Beach, Florida 32967, together with the following: Garage # \_\_\_\_\_, Storage Closet # \_\_\_\_\_, Carport # \_\_\_\_\_, Fairways Card / Fob # \_\_\_\_\_  
Furniture and appliances:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

III. **RENT PAYMENT.** Tenant shall pay rent of \$ \_\_\_\_\_ on the \_\_\_\_\_ day of each month.

IV. **DEPOSITS, ADVANCE RENT AND LATE CHARGES.** In addition to the rent described above, Tenant shall pay the following: (check those items that apply)

- \_\_\_\_\_ A security deposit of \$ \_\_\_\_\_ to be paid upon signing the Lease.
- \_\_\_\_\_ Advance rent in the amount of \$ \_\_\_\_\_ to be paid upon signing the Lease.
- \_\_\_\_\_ A late charge in the amount of \$ \_\_\_\_\_ for each rent payment made more than \_\_\_\_\_ Days after the due date.
- \_\_\_\_\_ A bad check fee in the amount of \$ \_\_\_\_\_ (not to exceed 5% of the rent). Owner may require Tenant to pay all future rent payments in cash or by money order.

V. **USE OF PREMISES.** Tenant shall use the Unit only for residential purposes. No business, profession or trade of any kind shall be conducted in the Unit or on the property.

The Unit is located in a condominium development. The Lease, and Tenant’s rights under the Lease, shall be subject to all terms, conditions, provisions, and restrictions set out in the Declaration of Condominium, and Rules and Regulations as now exist or may be adopted, modified, amended or replaced by the governing association during the Lease Term.

**Tenant acknowledges that the governing association may adopt, modify, amend or repeal rules and regulations for the use of the common areas and the property during the Lease Term.**

- Occasional overnight guests are / are not (circle one) permitted.**
- An occasional overnight guest is one who does not stay more than 7 nights in any calendar month.**
- **Owner & Association written approval is required to allow anyone else not on the lease to occupy the Unit.**
- Tenant shall not keep any dangerous or flammable items at any time in the Unit, garage, vehicle, or storage unit.**
- Tenant shall not create any environmental hazards in the Unit, or on or about the Property.**
- Tenant shall not pour any caustic materials down any plumbing aperture, or on or about the Property.**
- Tenant shall not destroy, deface, damage, impair or remove any part of the Unit belonging to the Owner, nor permit any person to do so.**
- Tenant must act and require all other persons in the Unit to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.**



**VII. VEHICLES/PARKING:** Vehicles parked on the property more than seventy-two (72) hours must have a parking sticker or parking pass. No vehicle shall be parked in such a manner as to impede or prevent access to another parking space, garage or carport. All vehicles shall be parked within the painted lines of one parking space. There shall be no parking on the grass or in any area not lined as a parking space. All posted parking regulations shall be obeyed.

All vehicles must have current registration and insurance. No motor vehicle which cannot operate on its own power shall remain on the property for more than twenty-four (24) hours. No repair of vehicles, except for emergency repairs, shall be made on the property. No ATVs, boats, boat trailers, recreational vehicles, utility trailers, house trailers, RV or motor homes shall be permitted on any portion of the property.

Commercial vehicles, vehicles with exposed equipment or containers, and vehicles containing hazardous materials shall only be permitted on the property for Owner's contractors or with the written approval of the Board of Directors. A commercial vehicle, regardless of tag type, is defined as any vehicle that is adorned with advertising and/or transports any products, equipment, and/or people for a business purpose.

The Board of Directors shall have the right to authorize the towing of any vehicle which violates this rule with the costs, in addition to the fine, to be borne by the violator.

No vehicle shall piggyback through the entrance security gate or travel in the wrong direction to enter.

No car washing is allowed. All vehicle doors shall be locked.

**VIII. UTILITIES.** Tenant shall be responsible for the following:

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**IX. ACCESS TO PREMISES.** The Board of Directors, management and maintenance may access the Unit in case of emergency or mandatory inspections.

**X. ASSIGNMENT AND SUBLEASING.** Tenant shall not assign the Lease or sublease all or any part of the Unit without first completing an Application to Lease.

**XI. LEASE RENEWAL.** A lease renewal must be submitted thirty (30) days in advance of current lease expiration.

**\*\*All vehicles are required to have RFID stickers and parking permits that must be displayed on cars when parked in parking lots. Fobs for the amenities will be given out by the management company. Tenants will be required to return their FOB at the end of their lease term to receive their full common area deposit back. Failure to return their FOB will result in a \$30 charge per FOB. Upon return of the tenants FOB, the management company will have up to 7 days to return the tenants deposit.**

**XII. TENANT EMERGENCY CONTACT INFORMATION:**

Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**XIII. CRIME FREE PROPERTY. Tenant, their families and guests shall not engage in any type of illegal activity.**

**XIV. OWNER’S ADDITIONAL:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XV. RULES AND REGULATIONS. *I have received a copy of Fairways at Grand Harbor Rules and Regulations, have read and will be abide by same.***

Tenant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant’s Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Owner Insurance Company:**

**Tenant Renter’s Insurance Company:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy #: \_\_\_\_\_

**This Lease has been executed by the parties on the dates indicated below:**

I/We the applicant(s) state that I/We have completely read and understand the Declaration of Condominium, Articles of Incorporation, Bylaws, and rules and regulation of the Fairways at Grand Harbor Condominium and that I/We will abide by these Declaration of Condominium, Articles of Incorporation, Bylaws, and rules and regulation in their entirety if this application is accepted. If applicable, I/We understand I am responsible for the actions of my tenant(s) and may be subject to fines and/or eviction of tenant if the tenant(s) is in violation of the Rules and Regulations. I/We understand a lease agreement is for a maximum of one (1) year and I/We must complete and submit to the Management Company an Application for Lease Renewal 15 days before my current lease expires. I/We understand I/We must be current on all fees to be approved.

**Print Owner’s Name:** \_\_\_\_\_

**Owner Signature**

**Date**

**Print Tenant’s Name:** \_\_\_\_\_

**Tenant Signature**

**Date**

**Print Tenant’s Name:** \_\_\_\_\_

**Tenant Signature**

**Date**

**Fairways at Grand Harbor Condominium Association, Inc.**  
**Crime Free Association Lease Addendum**

In consideration for the Fairways at Grand Harbor Condominium Association, Inc.'s approval of the execution or renewal of a lease of the dwelling unit identified in the lease, Owners and Resident agree as follows:

1. Resident, and any members of the resident's household or a guest or other persons affiliated with the Resident:
  - a. Shall not engage in criminal activity, including drug-related criminal activity, on or near the dwelling unit or common areas of the condominium. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance;
  - b. Shall not engage in any act intended to facilitate criminal activity;
  - c. Shall not permit the dwelling unit or common areas of the association to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household or a guest;
  - d. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined by Florida law, at any locations, whether on or near the dwelling unit or common areas of the condominium; and
  - e. Shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful possession or discharge of a weapon, on or near the dwelling unit or common areas of the condominium, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other owners or tenants within the condominium, or involving imminent or actual serious property damage to the dwelling unit, other units or common areas of the condominium.
2. VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE DEEMED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation, and material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under F.S.83.56(2)(a) and the association may issue notice under F.S.83.56 and sue for eviction under F.S.83.59-83.625 as if the association were a landlord under part II of Chapter 83, Florida Statutes if the tenant fails to vacate the dwelling unit after notice of termination is served. However, the association is not otherwise considered a landlord under Chapter 83 and specifically has no obligations under F.S.83.51. Unless otherwise provided by law, proof of violation shall not require a criminal conviction.
3. In the event of any conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

4. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, IN THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, ANY RULES AND REGULATIONS OF THE ASSOCIATION, OR ANY OTHER DOCUMENT GOVERNING, BINDING ON, OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE ASSOCIATION DOCUMENTS), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY, OR WELFARE OF ANY OWNER, OCCUPANT, OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITH-OUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS, OR SUBCONTRACTORS, OR FOR ANY PROPERTY, OR ANY PERSONS. WITHOUT LIMITING THE FOREGOING:

- a. THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY THAT ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, INDIAN RIVER COUNTY, AND ANY OTHER JURISDICTION, OR THE PREVENTION OF TORTIOUS ACTIVITIES.
- b. ANY PROVISIONS OF THE ASSOCIATIONS DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS THAT RELATE TO HEALTH, SAFETY AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR THAT REASON.
- c. EACH OWNER AN EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN ON ANY PORTION OF THEIR PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVES ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION, ARISING FROM OR IN CONNECTION WITH, ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.
- d. AS USED HEREIN, ASSOCIATION SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.

This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

\_\_\_\_\_ Date: \_\_\_\_\_  
Resident Signature

\_\_\_\_\_ Date: \_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Property Name/ Location