



## COMMUNITY SPECIFIC ADDENDUM - FLORIDA

This Community Specific Addendum shall serve as an Addendum to that certain MHPI Military Member Lease Agreement (the “**Lease**”) dated as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between [INSERT NAME OF TENANT(S)] (“**Tenant**”) and AMC East Communities, LLC with an address of \_\_\_\_\_ (“**Owner**”), regarding property located at \_\_\_\_\_ (the “**Premises**”). Any capitalized terms used herein but not defined shall have the meaning set forth in the Lease. This Community Specific Addendum shall be dated as of the Effective Date. The Tenant and Owner hereby agree as follows:

### 1. Move-in / Move-Out Inspection (Section 3):

#### **Condition of Premises at Move-Out.**

- a. The first sentence of Section 3.B of this Lease is amended as follows in its entirety: Within five (5) business days after (i) Tenant provides Owner written notice of Tenant’s intent to vacate the Premises or terminate this Lease or (ii) Owner provides Tenant written notice stating that this Lease will not be renewed pursuant to Section 2.A, Owner shall provide Tenant with the option to have a pre-move-out inspection with Tenant or Tenant’s agent and after said inspection inform Tenant in writing of any potential move-out charges that may be assessed.
- b. The last sentence of Section 3.B of this Lease is amended as follows in its entirety: Any personal property left in the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and may be disposed of, or retained by, Owner, at Tenant’s expense, upon termination of this Lease in accordance with applicable law.

**Final Move-Out Inspection.** The following sentence is added to the end of the first (1st) paragraph of Section 3.C of this Lease: Notwithstanding said twenty-one (21) business day period, in accordance with and pursuant to applicable law, Owner shall (i) have fifteen (15) days after Tenant vacates the Premises or the termination of this Lease to return Tenant’s security deposit, if any, together with the interest earned thereon (if applicable) if Owner does not intend to impose a claim on Tenant’s security deposit, and (ii) have thirty (30) days after Tenant vacates the Premises or the termination of this Lease to deliver written notice to Tenant of Owner’s intention to impose a claim on Tenant’s security deposit and the reason for imposing such claim.

### 2. Rent (Section 4):

Section 4.C of this Lease is amended as follows in its entirety: After the Premises is vacated, any refund due to Tenant will be made within fifteen (15) calendar days of Owner’s or Community Manager’s receipt of the Allotment applicable to month of move-out or within



the time period required by applicable law; provided, however, the preceding sentence shall not apply to Tenant's security deposit (if applicable).

Section 4.A of the Lease is amended to include the following:

The monthly rental rate for Military Members for the premises shall be equal to either the military resident's Basic Allowance for Housing with dependents (BAH/WD) or in the case of military without dependents the Basic Allowance for Housing without dependents. The monthly rental rate for civilians and retirees will be based on the market rate as set by Harbor Bay at MacDill. Payment will be made through an allotment from residents' pay accounts as provided in the Tenant Lease Agreement. The allotment will be increased/decreased when increases/decreases occur to a resident's BAH rate (i.e. promotion, demotion, etc.) or at the completion of the lease for retirees and civilian residents. The military resident shall notify Harbor Bay at MacDill within fourteen (14) days of any changes in his/her family status, military status, or pay grade.

In the instance of a married military couple living together, the monthly rent will be equal to the BAH/WD of the senior ranking active-duty individual. If a non-active military spouse of a higher rank is activated for a period of six months or more that spouse will be considered the senior ranking active individual and the rent will be increased accordingly for the duration of the activation period and will be pro-rated for any partial month when the increase becomes effective.

Rent will be pro-rated based on a partial month occupancy at move-in. If AMC East Communities, LLC is unable to collect via an allotment for the pro-rated rent shown in Box 7a on Schedule 1 of the Universal Lease, it must be paid by delivery of a check, cashiers check, money order, or debit/credit card on the Payment Date in the following month at the Harbor Bay at MacDill office. Resident also have the option to pay by delivery of a check post-dated for the Payment Date in the following month at the Harbor Bay at MacDill office at the time of move-in. On a case-by-case basis, economic hardship for a family may be accommodated by AMC East Communities, LLC arranging for extended payments (up to three months) to satisfy the initial prorated rental amount.

Rent will be pro-rated at move-out. If HBM is unable to set up the allotment for the pro-rated rent, it must be paid by by delivery of a check, cashiers check, money order, or debit/credit card delivery of a check post-dated for the Payment Date in the following month. Any refunds will be paid to the resident within fifteen (15) days.

Occupants who are not eligible for an allotment payment will be afforded the opportunity to pay rent with a certified check, cashier's check, money order, or debit/credit card at the beginning of every month.

A resident's BAH is not attributable to the base until the military person has officially signed into the base. This arrival registration must be completed before a family will be offered an on-base home.



As a condition of housing, military personnel must ensure that their allotment is activated for Harbor Bay at MacDill pursuant to the terms of the Tenant Lease Agreement before they will be eligible to move into a home. In the instance of deferred travel, the family must join the military member within thirty (30) days of initial move-in date.

3. Security Deposit (Section 4.D):

Section 4.D of this Lease is amended as follows in its entirety: Tenant may be required to pay a security deposit, if any, as more particularly set forth on Schedule 1. If a security deposit is required and unless notified otherwise by Owner:

(1) Owner shall hold the Deposit in a non-interest bearing account at the following institution: \_\_\_\_\_;  
\_\_\_\_\_;

(2) Tenant is not entitled to interest on the deposit; and

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

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



If Owner changes the manner or location in which it is holding Tenant's security deposit, Owner shall notify Tenant within thirty (30) days of the change in accordance with and pursuant to applicable law.

4. Fees (Section 5):

Section 5.B of this Lease is amended to include the following language: If any check given to Owner for any payment is dishonored for any reason whatsoever not attributable to Owner, in addition to all other remedies available to Owner, upon demand, Tenant will reimburse Owner for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by applicable law.

5. Tenant's Responsibilities (Section 7.C).

Section 7.C.2 of this Lease is amended as follows in its entirety: Properly using, operating and safeguarding the Premises, including if applicable, any fenced yard, furniture, furnishings, window treatments, floor coverings, appliances and facilities (including, but not limited to, sanitary, elevators, heating, ventilation, air-conditioning), and all mechanical, electrical, gas and plumbing fixtures, and keeping them clean and sanitary.

The following subsections are added to Section 7.C of this Lease:

1. (10) Removing from the Premises all garbage in a clean and sanitary manner.
2. (11) Conducting himself or herself and requiring other persons on the Premises with Tenant's consent to conduct themselves in a manner that does not unreasonably disturb Tenant's neighbors or constitute a breach of peace.
3. (12) Complying with all obligations imposed upon Tenant by applicable building, housing, and health codes.

6. Right to Relocate (Section 8):

Section 8.D.2 is amended to add clarification to the criteria and process for relocating:

A tenant may request to transfer to another home based on the following criteria:

- Change in bedroom requirement
- Change in rank that qualifies for a different designated Neighborhood
- Families requiring special accommodations, such as those with members in the EFMP

The transfer to other housing will be completed based on the following criteria:

- Adequate availability of housing



- A minimum of one (1) calendar year must be fulfilled on the current lease agreement (provided however, exceptions will be made to such one year requirement on a case-by-case basis based upon the circumstances regarding such transfer request and HBM will make reasonable efforts to accommodate such a request if legitimate circumstances are presented).
- The house the resident is transferring from has been reasonably cared for
- Rent and utilities must be current, and any damage charges must be paid

All incoming residents will have housing placement priority over any transfer unless an emergency situation exists.

The move will be at the resident's expense. Five business days will be given from the date the resident takes possession of the new residence to move and clear the old residence with a satisfactory inspection.

If any change of status or condition causes Tenant to lose housing eligibility and Tenant desires to remain in the Premises, then Tenant must submit a Request for Exception to Policy for retention of the Premises to Harbor Bay at MacDill within fifteen (15) days of the change in status. Harbor Bay at MacDill may approve or deny the retention request. If retention is denied by Harbor Bay at MacDill, then Tenant and all Occupants must vacate the Premises within thirty (30) days from receipt of denial. If retention is approved:

- i. The determination of Rent shall be in accordance with this Agreement.
- ii. If Tenant is still receiving BAH, then Rent shall continue to be paid by allotment. If Tenant is no longer entitled to BAH, then all Rent will be paid directly to Owner when due.
- iii. All other terms and conditions of this Agreement shall remain in full force and effect.

If any change of status or condition of Tenant would cause Tenant to vacate but a non-eligible adult Occupant desires to remain in the Premises, then Tenant must submit a request for such Occupant to retain the Premises to the Harbor Bay at MacDill within fifteen (15) days of the change in Tenant's status. Harbor Bay at MacDill may approve or deny the retention request. Harbor Bay at MacDill, who will make the final decision on the retention. If retention is denied by Harbor Bay at MacDill, then Tenant and all Occupants must vacate the Home within thirty (30) days from receipt of denial. If retention is approved:

- iv. The amount of Rent will be the same amount that Tenant was paying at the time of the change of status or condition that caused Tenant to vacate, subject to adjustment in accordance with this Lease.
- v. All Rent will be paid by the adult Occupant directly to Owner when due.



vi. All other terms and conditions of this Lease shall remain in full force and effect.

7. Informal Dispute Resolution Process (Section 9):

The following sentence is added to the end of Section 9 of this Lease: Section 9 of this Lease shall not apply to the extent it conflicts with applicable law..

Section 9 is amended to add the preliminary dispute resolution process:

As a valued resident of our community, your concerns are very important to us. If you have a concern or wish to dispute any matter relating to the Lease, we have made the following two-step preliminary dispute resolution process available to you so that your concerns are elevated quickly, and to the appropriate staff members, in order to help ensure a timely response to your concerns. To afford us an opportunity to thoroughly evaluate and address your concerns as quickly as possible, any complaint or dispute must initially be submitted to us using the following two-step process:

- (1) Submit a complaint in writing to the Community Director: To initiate the preliminary dispute resolution process, you must:
  - (i) Prepare and submit a written complaint, using the Owner approved form, to your Community Director describing in detail the complaint, providing adequate supporting information and documentation (i.e., complete written description of the issue, photos, invoices, estimates, etc.), and detailing what specific steps we might be able to take to address your concerns. This form is available by request from your Community Director.
  - (ii) Cooperate with us as we investigate your concerns, which may include, without limitation, providing us with prompt access to your Premises for inspection or repairs, providing additional documentation, or answering questions about your complaint.
  - (iii) Allow your Community Director up to five business days from the receipt of your written complaint to fully evaluate your concerns and respond to your complaint; provided that in emergency situations Owner will endeavor to respond to such complaints with priority.
- (2) Elevate your complaint to the Regional Representative: If you are not satisfied with your Community Director's response to your complaint, you must:
  - (i) Make a written request to your Community Director that your complaint be elevated to the Regional Representative.
  - (ii) Cooperate with us on any additional reasonable requests to allow the Regional Representative an opportunity to thoroughly investigate your complaint so we may attempt to adequately address and resolve it to your satisfaction.



- (iii) Allow the Regional Representative up to ten business days from the receipt of your written request to review, evaluate and respond to your complaint.

If this two-step preliminary dispute resolution process does not resolve the dispute to your satisfaction, you have the right to utilize the informal dispute resolution process made available through the MHO. You should first attempt to resolve your dispute through the two-step preliminary dispute resolution process outlined above before pursuing the informal dispute resolution process through the MHO. If your dispute, as reviewed under this two-step preliminary dispute resolution process and the informal dispute resolution process made available through the MHO, does not adequately resolve the dispute to your satisfaction, you have the right to pursue your complaint through the formal dispute resolution process as more particularly outlined in the Universal Lease.

The Dispute Resolution Process and Universal Lease are only applicable to eligible active-duty service member tenant who have signed a Universal Lease or its applicable addendum. Any service member tenant who has not yet executed a Universal Lease form for their residence but wants to engage in the formal dispute resolution will be required to agree to the terms and conditions of the Dispute Resolution Process.

#### **Universal Lease Dispute Resolution Process (Excerpt)**

##### **“Section – 9. Disputes”**

If Tenant has a dispute with respect to Owner’s performance of responsibilities under the Lease or attached schedules, Tenant shall first attempt to resolve it through informal dispute resolution processes set forth by the MHO or by bringing the request or concern to the attention of the Owner, as such informal process is identified and described on the Community Specific Addendum. If Tenant has a dispute pertaining to the Premises that is not resolved using the informal resolution processes, and the dispute pertains to rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”), Tenant or Tenant’s designated agent may submit the request or concern to the MHO for formal dispute resolution, in accordance with the Dispute Resolution Process set forth on Schedule 3. Tenant or Owner may seek legal advice or seek to resolve the dispute and pursue any remedy available by law in accordance with applicable law, except that Tenant and Owner shall not pursue such remedy available in law while a formal dispute resolution process under Schedule 3 is pending.

### **Schedule 3 – DISPUTE RESOLUTION PROCESS**

#### **DISPUTE RESOLUTION PROCESS**





1. Scope. This Dispute Resolution Process (hereinafter, “Dispute Resolution Process”) allows eligible tenants of privatized military housing to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”).
2. Eligibility. Any military member, their spouse or other eligible individual who qualifies as a “tenant” as defined in Section 2871 of title 10 of the United States Code (hereinafter “Tenant” or “Tenants”) is eligible to seek resolution of Eligible Housing Disputes. Prior to initiating this Dispute Resolution Process, a Tenant must first attempt to resolve the dispute through the informal dispute resolution procedures as described in Section 9 of this Lease agreement regarding informal issue resolution procedures of the Military Housing Office (“MHO”) with responsibility over the subject housing unit (the “Premises”).
3. Dispute Processing.
  - a) To initiate this Dispute Resolution Process, the Tenant must complete the Form attached here as Exhibit A (hereinafter, “Request Form for Dispute Resolution Process”), available from the A HO, and submit it to the A HO responsible for their leased Premises. At a minimum, the Tenant must provide the following information on a Request Form for Dispute Resolution Process: (i) Tenant’s name, contact information, and military status; (ii) the Owner’s name; (iii) the address of the subject Premises; (iv) written affirmation the Tenant has sought resolution through, and completed, the informal issue resolution procedures set forth in Section 9 of the Lease agreement; and (v) a concise statement describing the dispute and prior efforts to resolve it. A Tenant who wishes Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process, pending resolution of the dispute as provided for in Section 4 below, must explicitly request Rent segregation on Section 7 of the Request Form for Dispute Resolution Process.
  - b) Within two (2) business days after receiving a Request Form for Dispute Resolution Process, the A HO shall review the request and take the following action:
    - (i) If the A HO determines the request is ineligible or incomplete, the A HO shall provide written notice to the Tenant, as further described below.
    - (ii) If the A HO determines the request is complete and eligible for this Dispute Resolution Process, as determined by the A HO in its reasonable discretion, the A HO shall notify the Tenant of receipt and simultaneously





provide a  
copy of the request to the Owner and the Installation Commander  
responsible for the Premises.

(iii) If the A HO determines the Tenant is not eligible to request dispute resolution, the dispute is not an Eligible Housing Dispute, or the request for dispute resolution does not contain sufficient information, the A HO will provide a written notification to the Tenant explaining the reason(s) for the ineligibility or the information needed for further consideration. The Tenant may submit a revised Request Form for Dispute Resolution Process. All subsequently described deadlines associated with the Dispute Resolution Process will run from the date of A HO's receipt of an administratively complete Request for Form Dispute Resolution Process.

c) The Deciding Authority shall be the Installation or Regional Commander with authority over the Premises.

4. Treatment of Rent Payments Pending Dispute Resolution. If an Eligible Housing Dispute alleges failure to meet applicable maintenance guidelines and procedures prescribed under the terms of the Lease agreement or applicable Schedules and addenda, or the housing unit is otherwise alleged to be uninhabitable according to applicable State or local law, a Tenant may request Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process on the Request Form for Dispute Resolution Process. Upon receipt of an administratively complete Request Form for Dispute Resolution Process in which the Tenant has requested a partial or complete withholding of Rental payments, the A HO will notify the Owner to initiate the process to withhold such payments from use. The Owner shall segregate amounts equal to such payments (the "Segregated Rental Payments") in a project level reserve account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors for any purpose pending completion of the Dispute Resolution Process.

5. Owner and Tenant Obligations Pending Dispute Resolution. The rights and responsibilities of both Owner and Tenant under the Lease shall be unaffected by, and continue, pending the Dispute Resolution Process, including the ability of the Owner to access, maintain, and repair the premises. Any actions taken by the Owner to repair the premises during the Dispute Resolution Process shall be considered by the Deciding Authority in rendering a decision.

6. Inspection. Within seven (7) business days of receiving an administratively complete Request Form for Dispute Resolution Process, if the Eligible Housing Dispute is related to living conditions or the physical condition of the Premises, the A HO shall



schedule and conduct a physical inspection of the Premises. The Owner and its designee, the Tenant or Tenant's representative, and the Dispute Resolution Investigator shall be notified of any inspection schedule and be afforded the opportunity to be present at the inspection. The Owner or its

designee may schedule a separate inspection, at which the Tenant or Tenant's representative

shall be allowed to be present. The Tenant shall grant access to the Premises for these inspections at a time or times and for a duration or durations mutually agreeable to the attendees. The Deciding Authority may grant an additional seven (7) business day extension in writing, if necessary, at the request of the MHO, the Owner, or the Tenant to facilitate inspections. If a Tenant fails to grant access to the Premises for inspections discussed in this Section, the Dispute Resolution Process shall terminate, no decision rendered, and the specific subject of the dispute deemed ineligible for future consideration. Within three (3) business days of the MHO inspection, the MHO shall make a written report of findings, and transmit the results of the inspection to the Deciding Authority, the Owner and the Tenant.

7. Consideration of Recommendations. Before making a decision, the Deciding Authority shall solicit written recommendations or information relating to the Eligible Housing Dispute from each of:

- a) The head of the MHO;
- b) Representatives of the Owner for the subject Premises;
- c) The Tenant of the subject Premises;
- d) If the Eligible Housing Dispute involves maintenance or other facilities-related matter, one or more professionals with specific subject matter expertise in the matter under dispute, selected and provided by the Deciding Authority. The cost of any other additional inspections, reports, or evidence gathered by the Parties will be borne by the Party requesting additional inspections; and
- e) An independent Dispute Resolution investigator (the "Dispute Resolution Investigator") selected by the Deciding Authority who shall consider the recommendations or information collected pursuant to Sections 7(a) through 7(d) of this Schedule in making a recommendation.

The Deciding Authority shall make any written recommendation or information relating to the Eligible Housing Dispute provided pursuant to this Section 7 available to the Owner and Tenant for review within three (3) business days of receipt by the Deciding Authority of all written recommendations or information collected pursuant to Section 7(a) through 7(e) of this Schedule. Both the Owner and Tenant shall have up to three (3) business days to submit a written rebuttal to any information received by the Deciding Authority. The Deciding Authority shall make any rebuttal submission available to the other Party within three (3) business days of receipt. At the end of



any applicable period for rebuttal, the fact-finding portion of the Dispute Resolution Process shall be considered completed.

8. Decision. The Deciding Authority shall issue a final written decision in the Dispute Resolution Process no later than thirty (30) calendar days after A HO's receipt of an administratively complete Request Form for Dispute Resolution, unless good cause exists for the Deciding Authority to take up to an additional thirty (30) calendar days. In no case, however, shall the Deciding Authority make a decision more than sixty (60) calendar days after the A HO accepts as complete the Request Form for Dispute Resolution Process. The Deciding Authority shall transmit the decision to the Tenant, the Owner, and the A HO on or before the deadline outlined herein. The decision shall include a certification that the Deciding Authority solicited and considered the recommendations described in Section 7 of this Dispute Resolution Process; a concise statement of the rationale underlying the decision; and the resolution of the Eligible Housing Dispute, which may include direction of any remedies available under Section 9 of this Dispute Resolution Process, or a finding of no fault by the Owner, as applicable.
9. Remedies. The Deciding Authority (i) shall direct the final determination of the disposition of any Segregated Rental Payments, and (ii) may direct one or more of the following remedies and specify a reasonable time for the Owner and/or Tenant to comply, as applicable:
- (a) Direct the Owner to take action to remediate the Premises. Such an order may identify specific commercially reasonable outcomes but shall not specify methods of repair;
  - (b) Direct the Owner to fund Tenant relocation in accordance with the Minimum Standard Tenant Displacement Guidelines (Schedule 4);
  - (c) Direct the distribution of any Segregated Rental Payments to Owner or Tenant, as applicable;
  - (d) Direct a reimbursement or credit, as appropriate, for the payment of any fees, charges, or move-out damage assessments determined to be due Tenant; or
  - (e) Allow Tenant to terminate the Lease or excuse Tenant from minimum move-out notice requirements and any associated fees.

The Deciding Authority may not order any remedies other than those specified in Sections 9(a) through 9(e) above. The Deciding Authority's decision is the final action available under this Dispute Resolution Process. To the extent the decision requires Owner to perform work at the Premises, such decision shall stipulate that the Tenant



shall not interfere with Owner's ability to perform work at the Premises. The Deciding Authority shall reasonably determine whether such work ordered to be performed by Owner pursuant to the Dispute Resolution Decision has been satisfactorily completed.

10. Availability of Assistance to Tenants. While the Dispute Resolution Process does not require the use of legal services, military legal assistance attorneys may provide legal services in furtherance of this Process to Tenants statutorily eligible for military legal services to the extent those services are available at the military installation. Private civilian attorney or other assistance may be obtained by the Parties at each Party's own expense without reimbursement. In addition, a Tenant Advocate from the A HO may provide the Tenant advice and assistance on the Dispute Resolution Process.
11. Relationship to Applicable Laws. Nothing in this Dispute Resolution Process, or any decision rendered by the Deciding Authority, shall prohibit a Tenant or Owner from pursuing the original Eligible Housing Dispute in any adjudicative body with jurisdiction over the housing unit or claim in accordance with applicable state and/or federal law following completion of this Dispute Resolution Process. Nothing in this Dispute Resolution Process shall prohibit a Tenant or Owner from pursuing an ineligible dispute in any appropriate adjudicative body.
12. Confidentiality and Use of Information in Subsequent Litigation. By using the Dispute Resolution Process, the Parties agree, and agree to cause their representatives, to maintain the confidential nature of the proceeding and the Decision. No action taken by the Parties in connection with this Process shall be deemed or construed to be: (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by either Party of any fault or liability whatsoever to the other Party or to any third Party. Further, any recommendation gathered by the Deciding Authority pursuant to Sections 7(a) through 7(e) of this Dispute Resolution Process, and any written decision or remedy rendered pursuant to Sections 8 or 9 of this Dispute Resolution Process shall remain confidential and may not be released or used as evidence in a court of law or other similar judicial proceeding, except to the extent necessary to demonstrate that any alleged damages have been remedied or have not been remedied, and shall be withheld from release, as applicable, under the Freedom of Information Act (FOIA).

A dispute resolution form is available at the MHO, who is available to assist residents in completing the form.



8. Utilities (Section 10.A).

Notwithstanding Section 10.A of this Lease to the contrary, Owner shall not be entitled to charge Tenant for administrative fees for utility billing, including third party utility billing service fees.

9. Liability (Section 10.B.2):

Owner requires all Tenants to maintain a policy of liability insurance issued by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 liability and \$25,000 personal property per occurrence (the “**Minimum Required Insurance**”). Tenant must furnish proof of insurance to Owner on or before the Lease Commencement Date and, Tenant must continue to provide evidence of coverage throughout the term hereof.

If Tenant fails to obtain and maintain liability insurance as required by this paragraph, Tenant will be in violation of Tenant’s obligations under this Lease. In such event, Owner will send a written notice to Tenant demanding that Tenant cure the violation by procuring the insurance and supplying evidence of coverage to Owner. If Tenant fails to supply evidence of such insurance to Owner on or before the date set forth in the notice, Owner reserves the right to procure liability only insurance coverage on Tenant’s behalf, and to charge Tenant for the amount of the premium paid to the insurance company, not to exceed \$150.00 per year, along with an administrative fee of \$25.00. Tenant agrees that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs Owner will incur as a result of procuring the liability insurance coverage for Tenant. The premium payment made by Owner on Tenant’s behalf, and the administrative fee Owner charges to procure the insurance for Tenant, will be considered additional rent. If Tenant fails to pay for the liability insurance and/or Tenant allows the expiration or cancellation of any liability insurance policy during Tenant’s tenancy, without substitute insurance being put in place, this will be considered a default under this Lease.

10. Liability (Section 10.B.3):

The provisions of Section 10.B.3. of the Lease are deleted to the extent they conflict with applicable law..

11. Casualty/Condemnation.

Section 10.G.3 of this Lease is amended as follows in its entirety: If the Premises is damaged or destroyed other than by the wrongful or negligent acts of Tenant so that the enjoyment of the Premises is substantially impaired, Owner or Tenant may terminate this Lease, and in such event that Owner or Tenant so terminate this Lease, Tenant shall immediately vacate the Premises. Tenant may vacate the part of the Premises rendered unusable by the casualty, in which case Tenant’s liability for Rent shall be reduced by the fair rental value of that part of the Premises damaged or destroyed. If this Lease is terminated, the Owner shall comply



with applicable law. If the Premises is damaged or destroyed as a result of a wrongful or negligent act of Tenant, Occupants, guests, invitees, licensees, or animal housed by Tenant, Owner shall have the sole right to terminate this Lease and no reduction in Rent shall be made.

12. Early Termination Fee (Section 10.G.4):

Section 10.G.4(i) of this Lease is amended as follows in its entirety: Except as provided in Section 10.G.1, Section 10.G.2, and Section 10.G.3 above, if Tenant terminates this Lease prematurely, Except as otherwise expressly provided herein or as otherwise provided under applicable law, Tenant will be subject to an Early Termination Fee equal to two month's rent together with any outstanding Rent or other amounts owed to Owner pursuant to the terms of this Lease.

13. Termination by Owner.

Section 10.I.1 of this Lease is amended as follows in its entirety: Subject to applicable law, and notwithstanding anything to the contrary set forth in this Lease, Owner may terminate this Lease and, if necessary, evict Tenant, immediately for any of the following reasons upon delivering written notice to Tenant in accordance with and if required by applicable law.

Section 10.I.1(i) of this Lease is amended as follows in its entirety: Misuse or illegal use of Premises, or conduct of Tenants, Occupants, guests, invitees, licensees, or if Tenant, Occupants, guests, invitees, licensees or any animals housed by Tenant cause or threaten to cause injury to any person;

Section 10.I.1(v) of this Lease is amended as follows in its entirety: Use of Premises for illegal activities or possession of illegal, explosive, or dangerous substances, or if Tenant, Occupants, guests, invitees, or licensees use the Premises for any purpose other than exclusively as a residence, including, but not limited to, carrying on any business, profession, or trade of any kind within the Premises;

Section 10.I.3 of this Lease is amended as follows in its entirety: If Tenant abandons the Premises, Owner will be free to retake possession of the Premises in accordance with applicable law. Tenant shall be deemed to have abandoned the Premises if Owner has actual knowledge of such abandonment. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the Premises if Tenant is absent from the Premises for a period of time equal to one-half the time for periodic Rent payments. However, this presumption does not apply if the Rent is current or Tenant has notified the Owner, in writing, of an intended absence. Notwithstanding anything to the contrary herein, Tenant's failure to occupy the Premises for a period of greater than 16 consecutive days while all or any portion of the rent is delinquent\_ without Owner's written permission, which may be withheld in Owner's sole discretion, shall be deemed an abandonment of the Dwelling Unit..

14. Notices (Section 10.P):



Owner: All notices to be directed to address in Box 13 on Schedule 1.

Tenant: All notices to be directed to address in Box 2 on Schedule 1 and Tenant's email address: \_\_\_\_\_

15. Miscellaneous.

Section 10 of the Lease is amended by adding the following as Section 10.T:

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.

16. Miscellaneous.

- a. Keys and Locks: The Tenant hereby acknowledges receipt of \_\_\_\_\_ house keys, \_\_\_\_\_ mailbox keys, \_\_\_\_\_ Community Cards, and \_\_\_\_\_ garage door openers for the Premises. Locks may not be changed or added without the written permission of the Owner. If permission is granted, the Tenant shall promptly furnish the Owner with a key to each lock, without charge to the Owner, and the lock shall remain when the Tenant vacates the Premises. Tenants will be charged a replacement fee of \$10.00 for each lost key, \$25.00 for mailbox keys, \$25.00 for each lost Community Center key fab and \$25.00 for each lost or damaged garage door opener. All keys and garage door openers shall be turned in to the Owner by the earlier of twenty-four (24) hours after vacating the Premises or the move-out inspection.

17. Tenant and Owner acknowledge and agree that the terms of this Community Specific Addendum shall control in the event of a conflict between this Community Specific Addendum and the Lease. As amended by this Community Specific Addendum, the Lease is hereby ratified and shall continue in full force and effect in accordance with its terms.

The parties have executed this Community Specific Addendum to Lease, intending to be legally bound by the terms set forth herein, as of the Effective Date.

[Signature Page Follows]



**TENANT:**

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Name:

**OWNER:**

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By:

Name:

Title:

**Exhibit “A”**  
**LIQUIDATED DAMAGES ADDENDUM**

*[See Following Pages]*

