BEFORE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
APPEAL OF PLANNING AND ZONING MANAGER'S
APRIL 22, 2026 INTERPRETATION OF POLICY BCC-100

NOTICE OF APPEAL

Merritt Bidco SPV, LLC (hereinafter referred to as "Merritt Bidco") by and through its undersigned counsel, hereby files this appeal of the April 22, 2026, Interpretation by Planning and Zoning Manager Trina Gilliam regarding BCC-100 and Merritt Bidco's Live Local Act Proposal submitted April 7, 2026. The April 22, 2026, Interpretation is attached hereto as "**Exhibit "A"**" (hereinafter referred to as the "Interpretation"). The April 7, 2026, Live Local Act Proposal is attached hereto as "**Exhibit "B"**" (hereinafter referred to as the "LLA Proposal").

The Brevard County Board of County Commissioners (hereinafter referred to as the "County") is authorized to review this appeal under Chapter 62, Art. II, Div. 6, Sec. 62-301, Code of Ordinances of Brevard County Florida (hereinafter referred to as "County Code").

I. STATEMENT OF FACTS

1. Merritt Bidco is owner of 11.24 acres of Property in Brevard County, identified as Parcel Id: 24-36-14-00-259, by virtue of that certain Special Warranty Deed dated March 12, 2025, and recorded at Official Records Book 10286, Page 665, on March 14, 2025, in the Public Records of Brevard County, Florida (hereinafter, the "Property"). Merrit Bidco has proposed an infill development apartment complex on its vacant land.
2. The Property retains the Brevard County Future Land Use of Neighborhood Commercial (NC) and Residential 15 (RES15), and the zoning designation of

Agricultural (AU), and agricultural residential zoning classification. The uses and development standards for this zoning designation are set forth in Sec. 62-1334, County Code, attached hereto as "**<u>Exhibit "C"</u>**.

A. <u>Zoning Classifications and Uses</u>

3. According to the County Code, Sec. 62-1253, "the use of all land within the unincorporated areas of the county shall continue to be controlled and restricted by the provisions of the zoning classification designated for such land on the official zoning maps. The term "zoning classification," as used in this section, is intended to mean the section of each zoning classification incorporated by reference in their entirety or in an amended form hereinafter."
4. The County's thirty-eight (38) zoning classifications are enumerated in Sec. 62-1255, County Code**.**
5. The regulations for each zoning classification are set forth in Art. VI, Div. 4., County Code. Zoning classifications provide for the allowable uses.
6. Allowable uses in zoning classifications are numerous in each zoning classification, and are "permitted", "permitted with conditions", "accessory" or "conditional". *E.g., see* **<u>Exhibit "C"</u>**.
7. F.S. 479.01(1) (2025) defines "Allowable uses" as "the intended uses identified in a local government's land development regulations which are authorized within a zoning category as a use by right, without the requirement to obtain a variance or waiver. The term includes conditional uses and those allowed by special exception if such uses are a present and actual use, but

does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis."

8. Neither the Comprehensive Plan Glossary nor the County Code contain definitions for "allowable uses", "permitted uses", "permitted uses with conditions", or "conditional uses".

9. Should a property owner desire to seek a different zoning classification, the owner is required to request an amendment to the official zoning map, under Sec. 62-1151, County Code.

10. Should a property owner desire to seek a variance to the County Code, the owner may apply to the board of adjustment "for a variance from the provisions of article VI of this chapter, pertaining to zoning, or article IX of this chapter, pertaining to signs", as stated in Sec. 62-251, County Code. A variance may only be granted "when it will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary and undue hardship". *See* Sec. 62-253(a), County Code.

11. Per Sec 62-253(b), "in no case shall the board of adjustment grant a variance which will result in a change of land use that would not be permitted in the applicable zoning classification."

B. <u>Property's Conditional Use Permit for Clinic and Hospital</u>

12. The Property also retains a Conditional Use Permit for a Clinic and a Hospital, granted by the County on December 22, 1983, in County Resolution No. Z-6584, which also included a Binding Site Plan ("BSP") imposing

conditions on the Property. The entire file related to this Conditional Use Permit and Resolution is in the possession of the County and is incorporated fully herein by reference.

13. As declared earlier, neither the term "conditional use permit" nor the term "conditional use" is defined in the Comprehensive Plan Glossary or the County Code. However, in Chapter 62, Art. V, Subdivision III, Sec. 62-1901, County Code, conditional uses are explained by reference to permitted uses:

    (a) Permitted uses. In addition to the permitted uses specified in each zoning classification, there are also ***additional uses*** *specified in each zoning classification which may be considered* ***subject to the specific restrictions and conditions*** *specified in this subdivision. These conditional uses shall be reviewed pursuant to the general standards specified in subsection (c) of this section.*

14. The Conditional Use Permit ("CUP") for a Clinic and a Hospital has never been revoked and has never expired. Such a revocation would be governed by Sec. 62-1901, County Code. This Code Section was reviewed by Deputy County Attorney Alexander Esseesse on December 3, 2025, as applied to an unspecified 1983 CUP, and Mr. Esseesse advised that any CUP adopted prior to "the 1999 Ordinance" [1] would only be **subject** to revocation; revocation is not automatic. The December 3, 2025, email correspondence from Mr. Esseesse is attached at "**Exhibit "D"**.

[1] Ordinance 99-42, adopted by the County on August 3, 1999.

15. In fact, the County refused to remove Conditional Use Permit Z-6584 for Clinic and Hospital on March 6, 2003, by Resolution No. Z-10781(26), when requested by Wuesthoff Memorial Hospital, Inc. The zoning file for Resolution No Z-10781(26) is the possession of the County and is incorporated fully herein by reference.

16. Moreover, according to Planning and Zoning Manager Trina Gilliam (hereinafter "Zoning Official" or "Ms. Gilliam") at the Planning & Zoning Board meeting of March 16, 2026, regarding Zoning Item No. 25Z00054**,** "a hospital on this site . . . would not have to come back to the board. Their BSP states that they can build up to four stories for a medical facility on that site. So that would not have to come back to planning and zoning".

C. <u>Affordable Housing</u>

17. Affordable Housing as contemplated by the Live Local Act, Chapter 2027-17, Laws of Florida and its amendments, codified in F. S. 125.01055, is "one major goal at all levels of government to ensure that citizens have access to affordable housing. *See* Florida Senate Bill Analysis and Fiscal Impact Statement, February 24, 2023, CS/SB 102.

18. As explained by Florida Senate President Kathleen Passidomo when announcing the introduction of the Live Local Act in January of 2023, ""With a growing workforce, demand for additional rental units has increased across the state. Mortgage rates remain higher than in recent years, and many new residents, younger working Floridians, and seniors do not want the added costs and responsibilities that come with home ownership. These factors and others are driving the current demand for rental housing, which is outpacing supply, keeping both rents and occupancy rates high, and pushing rental prices beyond affordable prices for families with low-to-moderate incomes." [2]

19. Because of the Live Local Act, F. S. 125.01055(1) (2025), a county may adopt and maintain in effect any law, ordinance, rule, or other measure that is adopted for the purpose of increasing the supply of affordable housing.
20. The County Comprehensive Plan, Chapter V, Housing provides, as its one and only GOAL: "To produce and preserve affordable homeownership and multifamily housing to benefit very low, low and moderate income residents of Brevard County." Following that GOAL is Objective 1, "Brevard County should act within its authority to substantially increase the supply of affordable housing through implementation of programs that meet the needs of eligible households."
21. The County Code recognizes the importance of Affordable Housing in County Code, Art. XVII. Affordable and Workforce Housing Incentives, Sec. 62-6300, "the purpose of this article is to provide for and maintain a variety of housing opportunities for present and future residents of the county."
22. Brevard County adopted Policy BCC-100 to comply with the Live Local Act and to provide for evaluation procedure for Live Local Act developments such as those proposed by Merrit Bidco. Policy BCC-100 is attached hereto as **Exhibit "E"**.

[2] https://www.flsenate.gov/PublishedContent/Offices/2022-2024/President/Documents/1_26_23_LIVE_LOCAL_Announcement_Press_Release.pdf

D. <u>Mixed Use and Commercial Use</u>

23. As required by F. S. 125.01055 (7)(a), the County "must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004." F.S. 125.01055(7) is attached hereto as **<u>Exhibit "F"</u>**.

24. Until the adoption of Chapter 2025-172, Laws of Florida, also known as Senate Bill 1730 (2025), the Live Local Act neglected to provide definitions for "commercial use" or for "mixed use"; those definitions were effective July 1, 2025.

25. F. S. 125.01055 (7)(n)1. defines "Commercial use" as "activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices;. . . ; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken

on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis."

26. The County Comprehensive Plan Glossary does not provide a definition of "commercial use". The only definition of "commercial use" in the County Code is found in County Code, Chapter 46, Art. IV. Noise, Sec. 46-126: "Commercial use means any area that is being lawfully used for a commercial use pursuant to the county's land development regulations."

27. Neither the County Comprehensive Plan Glossary nor the County Code provide a definition of "mixed-use".

28. F. S. 125.01055 (7)(n)3. (2025) defines "mixed use" as "any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis."

29. County Code Sec. 62-6309, encourages "Infill development, redevelopment and use of existing and permitted development, . . . including mixed uses, that provide affordable or workforce housing units, and may utilize incentives, the flexible design standards and applicable design guidelines, on existing lots of record, and non-conforming lots of record, that meet the requirements of the comprehensive land use plan and the land development regulations.

30. The County Commission must review this appeal *de novo*.[3] Fla. Const. Art. V, §21, effective January 8, 2019, provides this guidance. Art. V, §21 states, "In interpreting a state statute or rule, a state court or an officer hearing an administrative action pursuant to general law may not defer to an administrative agency's interpretation of such statute or rule, and must instead interpret such statute or rule de novo."

II. ARGUMENT

Merritt Bidco asserts that the Interpretation of Zoning Official improperly concluded that the LLA Proposal failed to qualify under F.S. 125.01055(7) (2025). The Interpretation's stated reason for denial of the LLA Proposal was that the Property "is currently zoned AU (Agricultural Residential), which is a single-family residential zoning classification. As such, it does not fall within the eligible zoning categories identified in the statute". This cursory review of the Live Local Act neglected to analyze the ***allowable uses*** permitted in Brevard County's AU zoning classification or to recognize that Property retained the Conditional Use Permit for a Clinic and a Hospital. Because the uses allowed in AU include commercial and residential uses and because the current CUP "zoning" and "allowable uses" of the Property are for commercial uses, F.S. 125.01055(7) does apply. Reliance on merely the "zoning classification" was in error.

A. The Property is in an Area Zoned for Mixed Use

The allowable uses in AU Zoning Classification, **Exhibit "C"**, include as permitted uses both residential use and commercial use categories. The listed "permitted uses" alone reveal residential use and also commercial uses such as "dude

[3] Black's Law Dictionary, 5th Ed., defines "de novo" as "Anew; afresh; a second time".

ranches", "plant nurseries"**[4]**, "private golf courses" and "private camps"[5]. The "permitted" uses with conditions" identify additional residential uses and numerous commercial uses, including "fish camps"[6], "landscaping business", and "resort dwellings"[7].

The AU zoning classification allows for at least nine (9) "conditional uses" that are commercial in nature, including but not limited to, "bed and breakfast inns", "boarding of horse and horses for hire", "farmers' market", "land alteration" (borrow pits), and "veterinary hospital, office or clinic, pet kennels". While the Interpretation discounts uses that are "conditional uses" from qualifying as "commercial use", the County Code provides otherwise. "Conditional uses" are included under Sec. 62-1901(a) *Permitted uses*: "there are also additional uses specified in each zoning classification which may

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[4] Sec. 62-1102, County Code: *Plant nursery* means a full service retail sales establishment which sells plants that are purchased wholesale from off site. Accessory items can include packaged fertilizer, seed, mulch, and topsoil, as well as other packaged items commonly associated with a retail plant nursery, as long as such items are stored inside of a solid or screened structure. . . .

[5] F.S. 513.01 (2025) (11) "Recreational vehicle park" means a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more recreational vehicles or tents; and the term also includes buildings and sites set aside for group camping and similar recreational facilities. For the purposes of this chapter, the terms "**campground**," "camping resort," "RV resort," "travel resort," and "travel park," or any variations of these terms, are synonymous with the term "recreational vehicle park."

[6] Sec. 62-1102, County Code: *Fish camps* are commercial activities located near adjacent water bodies for the purpose of supporting recreational activities

[7] Sec. 62-1102, County Code: *Resort dwelling* means any single family dwelling or multifamily dwelling unit which is rented for periods of less than 90 days or three calendar months, whichever is less, or which is advertised or held out to the public as a place rented for periods of less than 90 days or three calendar months, whichever is less. **For the purposes of this chapter, a resort dwelling is a commercial use**.

be considered subject to the specific restrictions and condition". These nine plus (9+) "conditional uses", that are commercial uses, do not require a "variance or a waiver" and are a subset of "permitted uses". Therefore, "conditional uses" exist in the AU zoning classification that meet the F.S. 125.01055(7)(n)1 definition of "commercial use" and are also "allowable uses" under F.S. 479.01(1).

The clear legislative intent of the Live Local Act was to allow for affordable housing, workforce housing in areas zoned for commercial use or for mixed use. Obviously, the County's AU zoning classification embraces commercial uses as well as residential uses. Consequently, because commercial and residential uses are allowed on the Property, the Property is "area zoned for" commercial use and for mixed use, as contemplated by F.S. 125.01055(7)(a) and the LLA Proposal must be approved.

B. The CUP and BSP "Run With" the Property

The Interpretation contorted basic property law and the County Code in its opinion that the Conditional Use Permit for a Clinic and a Hospital is no longer valid. That CUP, by the County Code and by the Resolution No. Z-10781(26) (*infra* at Para. 15), is still valid and still attached to the Property; it still "runs with the land". Even Deputy County Attorney Esseesse agreed that a CUP before the 1999 ordinance amendment by the County was not revoked but only "subject to revocation", **Exhibit "D"**. Despite the pretense that the Conditional Use Permit for a Clinic and a Hospital "*at best*" are "nonconforming uses", the testimony of Ms. Gilliam on March 16, 2026 (*infra* at Para. 16) and Mr. Esseesse's opinion claim otherwise. The County has taken no action to revoke the CUP or amend the zoning classification, as would be required by Sec. 62-1151(d), County Code.

The related contention by the Zoning Official that CUP for a Clinic and a Hospital has been "abandoned" is also inaccurate. The CUP has not been deemed to be a "nonconforming use", and likely is a vested use based upon the County's failure to remove it when requested by Wuesthoff Memorial Hospital, Inc. in 2003. Furthermore, since the CUP has not been revoked, it must still be valid; it cannot be both valid AND abandoned. It must also still be an active development order, although there is no definition in the County Code for "active development order" in the CUP context.[8] A conditional use is a development order[9].

More importantly, the adjacent land, also owned by Merritt Bidco, is likewise subject to CUP Z-6584, and is currently utilized as a medical clinic. Even if the Property is "zoned for" a nonconforming use, it is still zoned for a commercial use, without need for a variance or waiver. If Merritt Bidco submitted a site plan for a Clinic or Hospital on the Property, and if the County denied the site plan based upon the abandonment of CUP Z-6584, a claim under the Bert J. Harris, Jr. Private Property Rights Protection Act, Sec. 70.001, Fla. Stat. would surely arise. The "existing uses" under the CUP are "reasonably foreseeable, nonspeculative land uses which are suitable" for the Property. *See Brevard Cnty v. Waters Mark Dev. Enters., LC*, 350 So. 2d 395, 399 (Fla. 5th DCA

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[8] Sec. 62-4332. - Definitions. Active development order means an action by the county approving a site development plan, final development plan or subdivision plat, or the issuance of a permit pursuant to Chapter 22, Brevard County Code.

[9] F.S. 163.3184 (15) "Development order" means any order granting, denying, or granting with conditions an application for a development permit.
(16) "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

2022) ("the specific action of a governmental entity has inordinately burdened an existing use of real property or a vested right to a specific use of real property.")

C. Fundamental Fairness

Because of the incomplete analysis evident in the Interpretation, the County must review the LLA Proposal with fresh eyes. The County Commission is not required to accept the interpretation of the Zoning Manager. *See Town of Longboat Key v. Islandside Prop. Owners Coalition, LLC*, 95 So. 3d 1037, 1042 (Fla. 2d DCA 2012). As zoning regulations are in derogation of private rights of ownership, such regulations – County Code and Florida Statutes – must be interpretated in favor of Merrit Bidco and the words use should be given their broadest meaning absent a clear intent to the contrary. *See Hoffman v. Brevard Cnty*, 390 So. 2d 445, 446 (Fla. 5th DCA 1980), *citing, Rinker Materials Corp v. City of North Miami*, 286 So. 2d 552 (Fla. 1973). The County Commission retains the inherent power to take into account fundamental fairness questions related to private interest. See *Machado v. Musgrave*, 519 So. 2d 629, 635 (Fla. 3d DCA 1987).

III. CONCLUSION

The Interpretation by the Zoning Manager cannot stand. The Interpretation ignored the resounding mandate of the Florida Live Local Act and the County's Comprehensive Plan and Code to provide affordable housing for the County's citizens. No examination was made as to the allowable commercial uses in the AU zoning classification. No consideration was given to the 2025 definitions in F.S. 125.01055 of "commercial use" and "mixed use". And the Interpretation completely disregarded the existing uses allowed by the Conditional Use Permit for a Clinic and a Hospital; a CUP that has been utilized by the adjacent property owned by Merritt Bidco. The proper review of the LLA Proposal would have resulted in an approval of the LLA Proposal. Merritt Bidco respectfully requests that the Board of County Commissioners of Brevard County quash and overturn the Interpretation of the Zoning Manager and determine that the LLA Proposal meets the eligibility requirements of Policy BCC-100.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Notice of Appeal was electronically filed via Brevard's Advanced Service Site (BASS) Portal and was served electronically to the Planning and Zoning Manager Trina Gilliam, Trina.Gilliam@brevardfl.gov, and Alex Esseesse Deputy County Attorney, Alexander.Esseesse@brevardfl.gov, on May 22, 2026.

LACEY REZANKA

/s/ *Kimberly Bonder Rezanka*
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Kim Rezanka

From: Gilliam, Trina <Trina.Gilliam@brevardfl.gov>
Sent: Wednesday, April 22, 2026 4:58 PM
To: Kim Rezanka
Cc: Prasad, Billy; Esseesse, Alexander
Subject: Merritt Bidco LLA application

Good evening,

Brevard County has completed its review of the application submitted under the Live Local Act for the above-referenced property, consisting of approximately 11.24 acres located on Merritt Island.

Based on our review of the application materials, applicable statutory provisions, and the zoning history of the subject property, the County has determined that the request does not meet the eligibility criteria for administrative approval under the Live Local Act.

The Live Local Act, as codified in Section 125.01055, Florida Statutes, provides for administrative approval of qualifying affordable "multifamily or mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use." Section 125.01055(7)(a), Florida Statutes. The subject property is currently zoned AU (Agricultural Residential), which is a single-family residential zoning classification. As such, it does not fall within the eligible zoning categories identified in the statute.

The County also reviewed the historical approvals associated with the property, including the 1983 Conditional Use Permit with BSP (Zoning Action Z-6584) for a clinic and hospital. Even if these CUPs were valid and active, it is the County's position that the parcel is not zoned for commercial purposes as a conditional use *permit* would not convert the property's zoning to meet the criteria under the Live Local Act. More to the point, the Live Local Act definition of "commercial use" found in Section 125.01055(7)(n)1., Florida Statutes, specifically provides that said use should be by right. (". . . A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. . . ."). Here, the very uses the applicant relies upon to justify the site being zoned for "commercial use" required Board action, as evidenced by Zoning Action Z-6584 and the resulting CUPs; neither the clinic use nor hospital use were by right.

Furthermore, while clinics and hospitals were, at various times, listed as conditional uses within the AU zoning classification, since approximately April 2003, these uses have not been permitted, permitted with conditions, or allowable as conditional uses within the AU zoning classification. Pursuant to Section 62-1901(d)(3), Brevard County Code, those conditional use permits which have been removed from the applicable zoning classification (as here) are "subject to revocation" and "such uses constructed or under construction at the time of the amendment shall be considered nonconforming uses." Therefore, *at best*, the hospital and clinic uses are nonconforming uses. A nonconforming use alone certainly cannot qualify a parcel as "zoned for commercial" use.

The subject property is currently vacant/undeveloped, and no evidence has been provided to indicate that the previously approved conditional use was ever established or exercised. To the extent the prior approval could be interpreted as conferring an entitlement to such use, the lack of any development or operational activity over an extended period tends to support a finding that any such entitlement has been discontinued or abandoned pursuant to Section 62-1183, Brevard County Code, which states in relevant part that "if any nonconforming use of land or structures is abandoned or discontinued for a period of 180 consecutive days or for 18 cumulative months during any three-year period, the land or structure shall thereafter only be put to a use specifically in conformity with the provisions of the

Exhibit "A"

applicable zoning classification and any other provision of this article or amendment to this article, and the privileges of this subdivision shall be deemed forfeited for the land or structures."

For the foregoing reasons, the property's eligibility under the Live Local Act must be evaluated based solely on its current zoning designation of AU (Agricultural Residential), which is a residential zoning classification, rather than a commercial zoning classification. As a result, the subject property does not meet the statutory criteria for administrative approval under Section 125.01055, Florida Statutes, and the application submitted under the Live Local Act is hereby denied.

This determination does not preclude the applicant from pursuing other development options, including rezoning or other applicable land use approvals through the public hearing process.

Best regards,

Trina Gilliam, MSURP
Planning and Zoning Manager
Brevard County Planning & Development Department
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ATTORNEYS AT LAW

April 7, 2026

Mr. Billy Prasad, Director
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Melbourne, FL 32940

Mr. Alex Esseesse, Deputy County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Building C, Third Floor
Melbourne, FL 32940

RE: Live Local Act Proposal per Policy No. BCC-100
Tax Parcel ID 24-36-14-00-259

Dear Mr. Prasad and Mr. Esseesse:

Please find enclosed the Live Local Act Proposal Narrative and supplemental documents, submitted pursuant to Policy BCC-100. As the Policy has not been updated to the current statutory language, citation to current statute language has been included.

Should you need any additional information, please contact me at your convenience.

Sincerely,

Kim Rezanka

Kimberly Bonder Rezanka

KBR/ajt
enclosures

Exhibit "B"

Stephen J. Lacey, Esq.
Managing Partner

Kimberly B. Rezanka, Esq.
Partner

LIVE LOCAL ACT PROCEDURES NARRATIVE
MERRITT BIDCO SPV, LLC
SUBMITTED: APRIL 7, 2026

Applicant, Merritt Bidco SPV, LLC, through its authorized representative Kimberly B. Rezanka, submits this narrative pursuant to BOCC Policy BCC-100 for its proposed development. The Property is Parcel ID 24-36-14-00-259, defined more fully below. The Property is currently zoned AU (Agricultural Residential), but received Conditional Use Permits for a Clinic and for a Hospital (Resolution No. Z-6584), which are commercial uses. Also subject to Resolution No. Z-6584 are three (3) parcels known as Merritt Medical Center, Parcel ID 24-36-14-00-290, 24-36-14-1A-1-.XA and 24-36-14-00-290.1-.XA, which include several commercial units and a common area parking lot.

Because of the Conditional Use Permits, the Property is zoned for commercial use, as defined in F.S. 125.01055 (7)(n)., which defines "Commercial use" as "activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title."

Applicant is requesting an evaluation of the proposed development pursuant to the Live Local Act, specifically as to the number of units and allowable height.

The following information is provided as required by Section III.A. of BCC-100.

1. Property location: Adjacent to Pioneer Road and N. Courtenay Parkway (SR3), north and east of the developed parcel located at 130 Pioneer Road, Merritt Island (the "Medical Center").

2. Property size, in acres: 11.241 acres

3. Type of residential development (i.e., single-family residential, attached or detached; multi-family residential; mixed residential types, etc.): Multi-family residential.

4. Number of residential units proposed: Maximum of 337 units (30 units/acre).

5. Whether the proposed units are to be owner-occupied units or rental units: Rental Units.

6. Household income levels proposed for each unit of the development (i.e., moderate, low, or very low): Per Florida's Live Local Legislation, F.S. 125.01055 (7),

the proposed development will set aside at least 40% of its units for households earning up to 120% of the Area Median Income (AMI), adjusted for household size; 60% of units will be market rate. This meets the requirements of F.S. 420.0004, for "affordable" for "moderate-income persons". These rental restrictions will be maintained for at least 30 years.

7. **A statement of how the income restrictions will be enforced:** Attached is the Standard Operating Procedure (SOP) outlining how income restrictions will be administered and enforced. The development's property manager shall certify the income qualification for tenant-applicant at initial lease-up and re-certify annually thereafter for each affordable unit. Additionally, a Land Use Restriction Agreement (LURA) will be negotiated with Brevard County and recorded in the Public Records of Brevard County, to include annual income compliance reports submitted to the County Housing and Human Services Department and other recordkeeping requirements.

8. **Provide a copy of the marketing brochure of similar development, if applicable:** For reference, here is the marketing/advertising approach used at The Tropic in Hollywood, FL. The Tropic community includes a 50% workforce housing component aligned with Live Local Act parameters (rents and income ranges).
https://link.edgepilot.com/s/253a8514/Mox4BkRXA0WUwq-mUR0suw?u=https://thetropicapts.com/p/workforce-housing/

9. **Provide a sample lease agreement (terms of the lease shall be a minimum of 91 days within single-family residential zoning classifications):** Attached is a sample lease agreement. Please note the Special Provisions on page 10, as well as the requirement for a minimum six-month initial lease term in accordance with apartment licensing.

10. **Building style of the proposed development (i.e., single-story or multi-story; number of building floors; townhome style; garden home style; etc.):** The apartment buildings will be 4-Story (45'), Multi-family residential, with balconies and with surface-parking. The development will also include a one-story, 6000 sq. ft. clubhouse and amenity center with outside pool. The Property is adjacent to, on two or more sides, a parcel zoned for single-family residential use. One parcel to the north, Parcel ID 24-36-14-25-E-7, is two (2) floors. However, the Medical Center, to which this Property is adjacent and surrounds, is approved for four (4) stories. Under F.S. 125.01055(7)(d) (2025), the height of this Property is limited to 150 percent of the highest currently allowed on any property adjacent to the proposed development.

11. **Number of parking spaces:** Based on the parking code, this development will require 620 parking spaces, including the clubhouse. However, the Property is located within ¼ mile of a transit stop, and the transit stop is accessible from the proposed development. The Applicant intends to reduce the parking requirements by 15%, pursuant to F.S. 125.01055 (7)(f) (2025), resulting in 527 parking spaces. The

Applicant may seek to further reduce the parking requirements as provided for in Sec. 62-3206 (f), County Code, at the site plan stage.

12. How the project will meet all review criteria, as stated in Section IV: This application for development is, and the necessary Site Plan will be, submitted before October 1, 2033. The Property is not in an airport-impacted area as provided in F.S. 333.03 or on property defined as recreational and commercial working waterfront in F.S. 342.201(2)(b). All other information necessary for review by Staff is included, herein or attached.

The Applicant has not completed a full site plan to submit, but will do so upon confirmation that the Live Local Act applies to this Property and the determination of the allowable height.

Should the County require additional information, please contact me at your earliest opportunity.

Respectfully Submitted,

Kim Rezanka

Kimberly B. Rezanka
LACEY REZANKA

RangeWater Real Estate
Standard Operating Procedure (SOP)
Income Verification Process with Third-Party Compliance Integration

Department: Property Management
**Effective Date: ** September 1, 2025
Approved By: ______________________________
Prepared By: Jessica L. Murphy, Managing Director – Property Management, East Florida
Version: 2.0

1.0 Purpose

To establish a consistent, auditable, and fully compliant income verification process for all Florida properties participating in or eligible for tax exemption under the **Florida Live Local Act (LLA)** or similar affordability-linked programs. This SOP ensures adherence to FHFC, municipal, and internal RangeWater policy requirements while safeguarding property owner eligibility for applicable tax abatements and compliance incentives.

2.0 Scope

This policy applies to all **RangeWater-managed Florida assets** participating in, applying for, or renewing certification under the **Live Local Act, FHFC workforce housing programs**, or equivalent local affordability tax exemption initiatives. It governs all new leases, renewals, and recertifications utilizing third-party compliance vendors such as **Snappt** (fraud detection) and **RealPage Compliance & Centralized Team** (income certification platform).

3.0 Definitions

Term	Definition
LLA	Florida Live Local Act (Section 196.1978, Florida Statutes)
FHFC	Florida Housing Finance Corporation
AMI	Area Median Income as defined annually by FHFC and HUD
Certification Notice	FHFC-issued letter confirming property eligibility for ad valorem exemption

Term	Definition
Snappt	Approved vendor used for fraud detection of digital income documentation
RealPage Compliance & Centralized Team	Approved third-party compliance and internal audit resource for income certification and reporting
Compliance File	Electronic record retained in Entrata/Yardi/RealPage Compliance & Centralized Team and SharePoint containing all verified documents, calculators, and certifications

4.0 Policy Overview & Responsibilities

Onsite Leasing Teams

• Collect applicant documentation and initiate verification through Snappt.

• Ensure all income evidence is in digital original format and securely transmitted for compliance review.

RangeWater Centralized Compliance Team

• Conducts income eligibility determination, annual recertifications, and file audits.

• Maintains documentation in Entrata and SharePoint for client reporting.

Regional Managers

• Perform monthly and quarterly compliance audits.

• Confirm adherence with FHFC thresholds and internal process integrity.

Third-Party Vendors (Snappt / RealPage Compliance & Centralized Team)

• Support document validation, fraud detection, and certification tracking.

• Integrate with RangeWater PMS and reporting structure.

5.0 Income Qualification Requirements (LLA)

Per FHFC and the Florida Live Local Act:

Household AMI Range	Property Tax Exemption Level
≤80% AMI	100% exemption for qualifying units
80% – 120% AMI	75% exemption for qualifying units

Properties must obtain a **Certification Notice** from FHFC before filing for county exemption and maintain compliance for **a minimum of three (3) years** per statute.

All certifications and renewals must reflect the **most current FHFC-published AMI limits** effective April 1, 2025, per HUD.

6.0 Accepted Income Documentation

Documentation must be submitted in **digital original format**; scanned, altered, or non-verifiable images are not accepted.

Acceptable Forms:

- Three (3) most recent consecutive pay stubs
- Two (2) most recent bank statements
- Most recent IRS Form 1040 (Line 9 – "Adjusted Gross Income")
- Offer letters on company letterhead, signed and dated prior to lease start
- Government benefit letters (dated within 14 months)
- Court-ordered alimony or child support (with proof of deposits)
- CPA attestation (for self-employed)

- Zero-Income Certification (signed under penalty of perjury)

7.0 Certification Documentation Requirements

7.1 Certification Notice

Each property must obtain and annually renew an FHFC **Certification Notice** verifying eligibility for the LLA exemption. Copies must be stored in SharePoint and property compliance folders and reviewed during quarterly inspections.

7.2 Verification Standards

Income must be verified through primary documentation. Where unavailable, secondary documentation (e.g., CPA letter or benefits award) must include a written explanation and backup verification.

7.3 Fraud Detection (Snappt)

All uploaded income documents are screened through **Snappt** for authenticity. Any flagged item must be escalated to the Community Manager and Compliance for resolution. No exceptions may be made without Property Owner written consent.

8.0 Workflow: Income Certification & Compliance Process

This section consolidates the *New Leases* and *Renewal Recertifications* SOPs.

Step 1 – Submission

Site team collects income documentation and submits to **RangeWater Compliance** (and/or RealPage Compliance & Centralized Team) via secure upload or email.

Step 2 – Review

RangeWater Compliance reviews all income using approved calculators and FHFC AMI limits.

Step 3 – Determination

Compliance assigns status within 48 hours:

- **Approved:** Meets standards
- **On Hold:** Requires clarification or additional documentation
- **Declined:** Does not meet income criteria (application may be converted to market-rate)

Step 4 – Data Entry

Compliance updates Entrata income data fields and uploads documentation under:

- **Proof of Income Folder** (paystubs, 1040s, etc.)
- **Calculator Folder** (with AMI verification)

Step 5 – Notification & Reporting

Compliance notifies site of outcome and maintains a monthly SharePoint report shared with the Property Owner and Regional Manager for audit and sign-off.

Step 6 – Retention & Audit

All documentation must be retained electronically for **7 years** (or longer per PMA). Regional Managers must reverify all files at month-end prior to bonus eligibility reporting.

9.0 Lease Agreement Language

All participating LLA leases must include the following clause:

> "To the best of management's ability, income verification shall be collected, verified, and retained in accordance with applicable program requirements and governing law, including Section 196.1978, Florida Statutes."

10.0 File Storage & Retention

All compliance materials shall be stored in approved systems:

- **Entrata/Yardi:** Primary PMS documentation
- **Snappt:** Fraud-screened digital records
- **RealPage Compliance & Centralized Team:** Vendor-integrated certification platform (if applicable)
- **SharePoint:** Monthly owner reporting archives

Retention minimum: **7 years** post-lease or per PMA, whichever is greater.

11.0 Exceptions

Any deviation from this SOP requires **written pre-approval** from:

- Legal (Division General Counsel)
- Managing Director – Property Management, East Florida
- Property Owner/Representative (if required by PMA or compliance agreement)

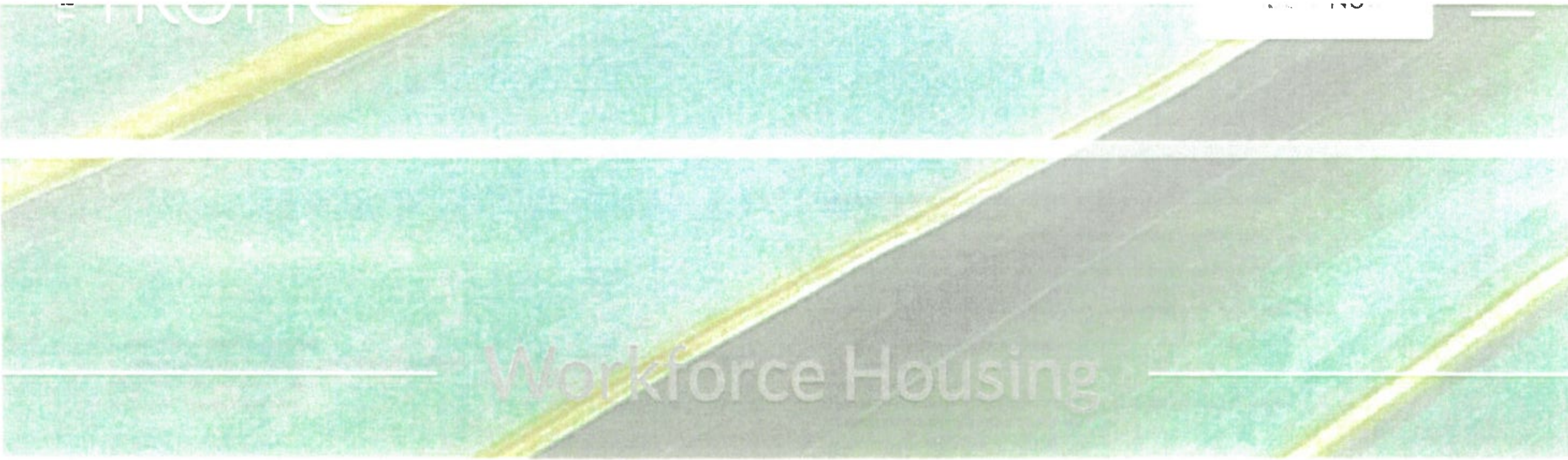
12.0 References

- **FHFC 2025 Income & Rent Limits (Effective April 1, 2025)** 【21 source】
- **FHC Overview of the Live Local Act (2024)** 【16 source】
- **Senate Bill 328 & House Bill 923 Legislative Amendments (2024–25)** 【18 source】 【20 source】
- **RangeWater Rental Policy G441** 【17 source】
- **Income Certification Process – New Leases SOP** 【22 source】

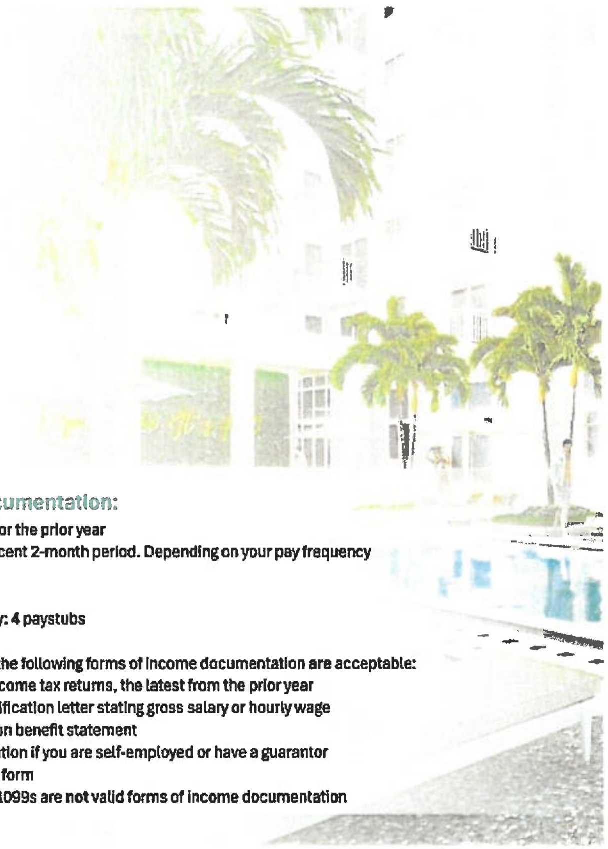
13.0 Revision History

Version	Date	Description	Author
1.0	June 24, 2025	Initial SOP & Vendor Proposal	Jessica L. Murphy
2.0	September 1, 2025	Finalized SOP integrating FHFC 2025 AMI/Rent Limits, SB 328 & HB 923 updates, and unified compliance workflow	Jessica L. Murphy

THE TROPIC



Chat with us
Book a tour
Email an agent
Call us



Attainable Housing Opportunities

Bed Count	Rent Range*	Occupants	Income Range*
Junior	$ 2,000 to $ 2,120	1 person	$ 64,560 to $ 80,700
		2 people	$ 73,760 to $ 92,200
1 Bedroom	$ 2,120 to $ 2,300	1 person	$ 80,700 to $ 96,840
		2 people	$ 92,200 to $ 110,640
2 Bedroom	$ 2,600 to $ 2,800	1 person	$ 78,000 to $ 96,840
		2 people	$ 78,000 to $ 110,640
		3 people	$ 82,960 to $ 124,440

*Rent and Income Ranges are subject to change and availability. For information regarding additional occupants, please contact leasing staff.

Required Documents:

- Completed Rental Application

For ALL household occupants 18+:

- Required Income Documentation (see details on the right)
- Valid Government Issued Photo ID

Required Fees:

• Trash Collection	$	30
• Pest Control	$	7
Total Fees	$	37

Required Income Documentation:

1. Federal income tax return for the prior year
2. Pay stubs from the most recent 2-month period. Depending on your pay frequency you will need to submit:
   - Weekly: 8 pay stubs
   - Bi-Weekly/Semi-Monthly: 4 paystubs
   - Monthly: 2 pay stubs

If you **do not** have pay stubs, the following forms of income documentation are acceptable:

- 2 consecutive federal income tax returns, the latest from the prior year
- Employment offer or verification letter stating gross salary or hourly wage
- Social Security or pension benefit statement
- Certified income attestation if you are self-employed or have a guarantor
- Zero income attestation form

Bank statements, W-2s, and 1099s are not valid forms of income documentation

THE TROPIC

The Tropic
303 S Federal Highway
Hollywood, FL 33020
(754) 341-2416

Pet Policy

FLORIDA APARTMENT ASSOCIATION

APARTMENT LEASE CONTRACT

NATIONAL APARTMENT ASSOCIATION

Date of Lease Contract: January 5, 2026
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between *you*, the resident(s) *(list all people signing the Lease Contract)*:
Nicholas Vasilevski, Kenny Barrera

and *us*, the owner: Griffin Road Owner LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 825 at 4465 Griffin Road #825 *(street address)* in Davie *(city)*, Florida, 33314 *(zip code)* (the "dwelling unit" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The ☐ Owner or ☒ Manager of these apartments is RangeWater Residential LLC

whose address is 5605 Glenridge Dr. Ste 800, Atlanta, GA 30342
. Such person or company is authorized to receive notices and demands in the landlord's behalf.

A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows: 4465 Griffin Road Davie, FL 33314

Except as otherwise required by applicable law, any notice required by this Lease or law shall be in writing and shall be deemed to be delivered to you if: (a) delivered personally; (b) sent electronically via email to any email address on file with us as provided by you; (c) posted to the door of your address shown above; or (d) mailed by U.S. First Class Mail to your address shown above.

2. OCCUPANTS. The apartment will be occupied only by you and *(list all other occupants not signing the Lease Contract)*:

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 days without our prior written consent. *If the previous space isn't filled in, two days per month is the limit.*

3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS. The initial term of the Lease Contract begins on the 1st day of January, 2026, and ends at 11:59 p.m. the 31st day of December 2026.

This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move-out as required by this paragraph and paragraph 47 (Move-Out Notice). If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 47 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of $ 2850.00 (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 47 (Move-Out Notice), and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 60 days before the end of the lease term if the lease will not be renewed.

Month-to-Month Tenancies: In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15 (Rent Increases and Lease Contract Changes), inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 30 days' prior to the end of the monthly rental period. If you fail to provide us at least 30 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month's rent.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $ ______ due on or before the date this Lease Contract is signed.

Any security deposit or advance rent you paid is being held in one of the following three ways as indicated below [Landlord check one option]:

☒ 1. In a separate NON-INTEREST bearing account for your benefit in the following bank: PNC Bank
whose address is 1301 SE 17th St, Fort Lauderdale, FL 33316
: OR

☐ 2. In a separate INTEREST bearing account for your benefit in the following bank: ______
whose address is ______

If an interest bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

☐ 3. In a commingled account at the following bank ______
whose address is ______
provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per year simple interest.

1 Nicholas Vasilevski 43 Kenny Barrera 85 Vla Moscoso

________________ **Initials of Resident.** Resident acknowledges receiving a copy of F.S. 83.49(2)(d) which provides as follows:

YOUR RENTAL AGREEMENT REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST PROVIDE YOU WRITTEN NOTICE IN PERSON, BY MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA STATUTES, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S WRITTEN NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

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

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

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

5. **KEYS.** You will be provided __0__ apartment key(s), __1__ mailbox key(s), __1__ FOB(s), and/or __2__ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay $ __2850.00__ per month for rent, payable in advance and without demand:

☐ at the on-site manager's office, or
☒ at our online payment site, or
☐ at ____________________________

Prorated rent of $ __2850.00__ is due for the remainder of *[check one]*: ☒ 1st month or ☐ 2nd month, on __January 1 2026__.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don't pay all rent on or before the __3rd__ day of the month, you'll pay a late charge. Your late charge will be *(check one)* ☐ a flat rate of $ ______ or ☒ __10__% of your total monthly rent payment. You'll also pay a charge of $ __75.00__ for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations provisions are intended to be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

7. **UTILITIES.** We'll pay for the following items, if checked:
☐ water ☐ gas ☐ electricity ☐ master antenna.
☐ wastewater ☐ trash ☐ cable TV
☐ other ________________________

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected— including disconnection for not paying your bills— until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident shall not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Florida law.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We ☒ require ☐ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are *[check one]* ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

2 Nicholas Vasilevski 44 Kenny Barrera 86 Ula Moscoso

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See Additional Special Provisions

See any additional special provisions.

11. EARLY MOVE-OUT. Unless modified by an addendum, if you:
(1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
(2) move out at our demand because of your default; or
(3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After Surrender or Abandonment. We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 52 (Surrender and Abandonment)).

THE LANDLORD IS NOT REQUIRED TO COMPLY WITH s. 715.104. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

Storage. We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

14. FAILING TO PAY RENT. If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 47 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.
(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT. Unless otherwise prohibited by law, if, during the term of this Lease, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the dwelling unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the dwelling unit, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

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19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. If requested by us, you agree to conduct all further business with us in writing. You agree not to make, post or publish information that contains the personal information or likeness of another person, or is libelous, harassing, abusive, obscene, vulgar, sexually explicit, or is inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic; or is unrelated to the goods or services offered by or available at this Apartment Community; or is clearly false or misleading. You agree not to use our corporate names, slogans, images, photos, logos, Internet domain names, trademarks, copyrights or trade names. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law.

22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:
(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or
(3) has no current license plate or no current registration and/or inspection sticker; or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
(6) is parked in a marked handicap space without the legally required handicap insignia; or
(7) is parked in space marked for manager, staff, or guest at the office; or
(8) blocks another vehicle from exiting; or
(9) is parked in a fire lane or designated "no parking" area; or
(10) is parked in a space marked for other resident(s) or unit(s); or
(11) is parked on the grass, sidewalk, or patio; or
(12) blocks garbage trucks from access to a dumpster; or
(13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Personnel Clause), 32 (Responsibilities of Owner), 47 (Move-Out Notice), or by separate addendum, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

Smoke Detectors and Carbon Monoxide Detectors.
We'll furnish smoke detectors and carbon monoxide detectors only if required by statute and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you disable or damage the smoke detectors or the carbon monoxide detectors, or fail to replace a dead battery or fail to report malfunctions to us, you will be liable to us and others for any loss, actual damages, fines imposed by any state or local agencies or municipalities, attorney fees and costs.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the

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pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

Fire Protection. Please check only one box: ☐ Fire protection is NOT available or ☒ Fire protection **IS AVAILABLE**. Description of fire protection available *(not applicable unless the box is checked)*:

☒ Sprinkler System in apartment
☒ Sprinkler System in common areas
☒ Smoke detector
☐ Carbon monoxide detector
☒ Fire extinguisher
☐ Other (Describe): ____________________

Building, Housing, or Health Codes. We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing. You acknowledge, understand, and agree that we have that right to make material alterations, changes, or improvements to the apartment at any time during the lease term at our discretion, and you agree not to interfere with or prevent us from completing such alterations, changes, or improvements to the apartment.

Liens for Improvements. The interest of the Owner/Landlord shall not be subject to liens for improvements made by the Tenant(s) or Tenant(s)' contractors as provided in Section 713.10, Florida Statutes. You shall notify all parties performing work on the premises at your request that the Lease **DOES NOT** allow any liens to attach to Landlord's/Owner's interest, and the knowing or willful failure to provide such notice to the contractor shall render the contract between you and the contractor voidable at the option of the contractor. Any violation of this provision constitutes a material breach and default of the lease entitling us to terminate your Lease and/or to seek all remedies available under this Lease and law.

Pest Control. We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraph 29 (When We May Enter) of this Lease and F.S. 83.53 or upon 24 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

Waterbeds. You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part.*

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or

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other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

29. WHEN WE MAY ENTER. Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

(1) we provide you with written notice to enter at least 24 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and

(2) entry is for: responding to your request; making repairs, improvements, or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 52 (Deposit Return, Surrender, and Abandonment).

Replacements

31. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

(1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
(2) maintain fixtures, furniture, hot water, heating and A/C equipment;
(3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
(4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

(a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
(b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
(c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

Recycling Program Disclosure Notification. Where required, this property participates in a recycling program that conforms to all applicable law(s) and general information, education and/or guidelines pertaining to our recycling program will be provided to you.

33. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application;

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(5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

Termination of Rental Agreement - Your Failure to Pay Rent Due. If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Termination of Rental Agreement - Your Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.

(1) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.

(2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Attorney fees and all other expenses shall be deemed "costs". Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

Choice of Remedies and Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Remedies Cumulative. Except where limited or prohibited by law, any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

34. **ENTIRE AGREEMENT.** You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by a separate written agreement signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract.

35. **NO AUTHORITY TO AMEND UNLESS IN WRITING.** This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

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36. **NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

37. **NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed. Email addresses are used for the purpose of informing residents about events and promotions concerning the premises, notifications relating to safety and maintenance, and notifications concerning your contractual obligations under this Lease. Generally, you may opt out of such emails related to events and promotions, but you acknowledge that we reserve the right to send you, and you agree to receive, information via email regarding safety, maintenance, notices, and communications on other issues, including those related to contractual obligations. You understand that opting out of emails related to events and promotions may result in you not receiving emails regarding safety, maintenance, and other issues. Any notice that Landlord gives to any Resident in this Lease, or any adult occupant, or sent to any email address on file as provided by any Resident, constitutes notice to all persons named as a Resident in this Lease.

38. **MISCELLANEOUS.**
    A. Any dimensions and sizes provided to you relating to the dwelling unit are only approximations or estimates as actual dimensions and sizes may vary.
    B. Exercising one remedy won't constitute an election or waiver of other remedies.
    C. Unless prohibited by law or the respective insurance policies, if you have insurance covering the dwelling unit or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights.
    D. All remedies are cumulative.
    E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
    F. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies.
    G. This Lease Contract binds subsequent owners.
    H. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
    I. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
    J. All Lease Contract obligations must be performed in the county where the dwelling unit is located.
    K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
    L. **You affirmatively state that you are not a criminal sex offender.**
    M. **You understand, acknowledge and agree that this contract is personal in nature, and our agreement to enter into this contract is based in part on your personal credit. You shall not assign, sell, hypothecate, or transfer any rights, duties, obligations, benefits, or claims under this Lease and/or to the security deposit and/or advanced rent, including but not limited to any rights to receive any payments or refund of all or any portion of the security deposit, advanced rent, or rights to any claims or causes of action that you may have against the landlord, its agents, employees, or officers, stemming from this Lease, including, but not limited to, claims or causes of action arising under a statute, contract, or tort. Any assignment or purported assignment in violation of this provision is unenforceable and shall be deemed null and void.**

39. **RADON GAS:** We are required by Florida Statute 404.056(5) to give the following notification to you. "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 gas and radon testing may be obtained from your county health department."

40. **WAIVER OF JURY TRIAL.** In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit, claim, counterclaim, demand, action or cause of action based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.

41. **CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES:** To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

42. **CONTACTING YOU.** By signing this Lease Contract, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your Lease Contract including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

43. **OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

    Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

44. **FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

    Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

45. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.

46. **ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

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When Moving Out

47. **MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term and Termination Notice Requirements). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term and Termination Notice Requirements), even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the "Holdover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.

48. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address at least seven (7) days before you vacate or abandon the premises. You are required to serve this notice at our address specified in Paragraph 1 of this Lease only and via certified mail or personal delivery at our address only. Failure to give such notice in compliance with this paragraph to our address specified in Paragraph 1 shall relieve us of the notice requirements in Fla. Stat. § 83.49(3)(a), but shall not waive any right you may have to the security deposit or any part of it.

49. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

50. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

51. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unpaid contractual fees, early termination charges, or liquidated damages if applicable; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed $100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for any charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date.

52. **SURRENDER AND ABANDONMENT.**
Surrender. You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid.

Abandonment. As set forth in Fla. Stat. s. 83.59(3)(c), in the absence of actual knowledge of abandonment, it shall be presumed that you have abandoned the apartment if you are absent from the apartment for a period of time equal to one-half the time for periodic rental payments; however, this presumption does not apply if the rent is current or you have notified us, in writing, of an intended absence.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions, and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 (Contractual Lien and Property Left in Apartment)), but do not affect our mitigation obligations (paragraph 33 (Default by Resident)).

Severability, Signatures, Originals and Attachments

53. **SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

54. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and are hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document.
Read it carefully before signing.

Resident or Residents *(all sign below)*	Date Signed

Owner or Owner's Representative *(signing on behalf of owner)*	Date Signed

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Address and phone number of owner's representative for notice purposes

4465 Griffin Rd

Davie, FL 33314

Name and address of locator service *(if applicable)*

SPECIAL PROVISIONS (CONTINUED FROM PAGE 3) Residents are required to re-certify income on an annual basis. Prior to your lease renewal, you are required to submit current income verification documentation to include 2 months of most recent pay stubs and tax return statement, Internal Revenue Service Form 1040, from prior year and other form of income verification as may be required from time to time to comply with the requirements of Fla. Stat. 196.1978. Resident understands, acknowledges and agrees that any failure to comply with this provision and/or providing false, incomplete, inaccurate, omitted, misleading, or fraudulent household income information during the certification or recertification process is a material breach of the Lease and is grounds for immediate termination of the Lease and eviction in accordance with Florida law, in addition to the Landlord maintaining all other rights and remedies against the Resident as are available under the Lease and Florida law.

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FAA FLORIDA APARTMENT ASSOCIATION

ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL

NAA NATIONAL APARTMENT ASSOCIATION

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 825 4465 Griffin Road #825 (street address) in Davie (city), Florida, 33314 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: January 5, 2026
Owner's name: Griffin Road Owner LLC

Residents *(list all residents)*:
Nicholas Vasilevski, Kenny Barrera

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **SHORT TERM SUBLEASE OR RENTING PROHIBITED.** Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com, VRBO, Craigslist, Couchsurfing, HomeAway, VacationRental, TripAdvisor, FlipKey or any other advertising, website, internet, listing service, or other similar internet sites.

4. **PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.** You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com, VRBO, Craigslist, Couchsurfing, HomeAway, VacationRental, TripAdvisor, FlipKey or any other advertising, website, internet, listing service, or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com, VRBO, Craigslist, Couchsurfing, HomeAway, VacationRental, TripAdvisor, FlipKey or any other advertising, website, internet, listing service, or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. **VIOLATION OF LEASE AGREEMENT.** Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. **REMEDY FOR VIOLATION.** Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. **RESIDENT LIABILITY.** You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, personal injury, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. **SEVERABILITY.** If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

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FAA FLORIDA APARTMENT ASSOCIATION

REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY

NAA NATIONAL APARTMENT ASSOCIATION

1. DWELLING UNIT DESCRIPTION.
Unit No. 825 4465 Griffin Road #825 (street address) in Davie (city), Florida, 33314 (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: January 5, 2026
Owner's name: Griffin Road Owner LLC

Residents *(list all residents)*:
Nicholas Vasilevski, Kenny Barrera

3. EQUAL HOUSING OPPORTUNITY POLICY. We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

4. PURPOSE OF POLICY. A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual dwelling unit. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

5. DEFINITIONS.

A. **Disability.** The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.

B. **Reasonable Modifications.** A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of dwellings and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

C. **Reasonable Accommodation.** A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas.

6. REQUESTS FOR REASONABLE MODIFICATIONS.

A. **Generally.** If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your dwelling or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your dwelling.

B. **Reasonable Modification Expenses.** Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.

C. **Permission Required, Evaluation of Disability.** If you would like to request a reasonable modification to your dwelling or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

D. **Reasonable Assurances.** Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.

E. **Restoration Reimbursement.** At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your dwelling in excess of ordinary wear and tear.

F. **Alternative Modification.** Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

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7. **REQUESTS FOR REASONABLE ACCOMMODATIONS.**

A. **Generally.** We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your dwelling, and the public and common areas of the premises, and as otherwise required by law.

B. **Request for Accommodation, Evaluation of Disability.** If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

C. **Alternative Accommodation.** Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

8. **OWNER RESPONSIBILITY.** We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

9. **AMENDMENT TO POLICY.** This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

____

by writing or calling:

____

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs below)

Date of Signing

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FLORIDA APARTMENT ASSOCIATION

NOTICE OF FLOOD DISCLOSURE

NATIONAL APARTMENT ASSOCIATION

DWELLING UNIT DESCRIPTION. 4465 Griffin Road #825 *(street address),* 825 *(unit no. if applicable)* in Davie *(city),* _______ *(county),* Florida, 33314 *(zip code).*

OWNER'S NAME:

Griffin Road Owner LLC

RESIDENTS (list all residents):

Nicholas Vasilevski, Kenny Barrera

1. **FLOOD INSURANCE NOTICE.** Renters' insurance policies do not include coverage for damage resulting from floods. Tenant is encouraged to discuss the need to purchase separate flood insurance coverage with Tenant's insurance agent.

2. **LANDLORD'S FLOOD DISCLOSURE.** Please check all that apply:

   ☐ Landlord **has** / ☐ **has no** knowledge of any flooding that has damaged the dwelling unit during Landlord's ownership of the dwelling unit.

   ☐ Landlord **has** / ☐ **has not** filed a claim with an insurance provider relating to flood damage in the dwelling unit, including, but not limited to, a claim with the National Flood Insurance Program.

   ☐ Landlord **has** / ☐ **has not** received assistance for flood damage to the dwelling unit, including, but not limited to, assistance from the Federal Emergency Management Agency.

3. **DEFINITION OF FLOODING.** For purposes of this disclosure, "flooding" means a general or temporary condition of partial or complete inundation of the dwelling unit caused by any of the following: (a) The overflow of inland or tidal waters; (b) The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch; or (c) Sustained periods of standing water resulting from rainfall.

4. **TENANT'S RIGHT TO TERMINATE.** If Landlord fails to truthfully disclose the above information and Tenant suffers substantial loss or damage to Tenant's personal property as a result of flooding, Tenant may terminate the rental agreement by giving written notice of termination and surrendering possession of the premises to Landlord no later than 30 days after the date of the damage or loss. "Substantial loss or damage" means the total cost of repairs to or replacement of the personal property is 50 percent or more of the personal property's market value on the date the flooding occurred. Upon such termination, Landlord shall refund Tenant all rent or other amounts paid in advance for any period after the effective date of termination. This does not affect Tenant's liability for any delinquent, unpaid rent or other sums owed to Landlord before the date of termination.

Resident or Residents *(All residents must sign)*	**Owner or Owner's Representative** *(Signs below)*
_______________	_______________
_______________	**Date of Signing Addendum**
_______________	_______________
_______________	
_______________	
_______________	

42 Nicholas Vasilevski 84 Kenny Barrera 126 Ula Moscoso

Sec. 62-1334. Agricultural residential, AU and AU(L).

The AU agricultural residential zoning classification encompasses lands devoted to agricultural pursuits and single-family residential development of spacious character.

The classification is divided into two types, AU and AU(L). The AU is the standard agricultural residential classification, while the AU(L) is a low intensity sub-classification more suited to smaller lots where the neighborhood has a more residential than agricultural character.

(1) *Permitted uses.*

a. 1. Permitted uses within the AU classification are as follows:

Single-family detached residential dwelling.

All agricultural pursuits, including the packing, processing, and sales of commodities raised on the premises as provided in chapter 86, article IV.

Raising and grazing of animals.

Dude ranches, with a minimum area of 40 acres. Barns or stables shall be 200 feet from any property line.

Fowl raising and beekeeping.

Parks and public recreational facilities.

Plant nurseries.

Private golf courses.

Private camps.

Foster homes.

2. Permitted uses within the AU(L) sub-classification are as follows:

Single-family detached residential dwelling.

Agricultural pursuits of a personal non-commercial nature. Structures for the housing of livestock and animals shall not be permitted within 100 feet of any existing residence under different ownership, except where otherwise permitted in section 62-2108.

Parks and public recreational facilities.

Foster homes.

b. Permitted uses with conditions are as follows (see division 5, subdivision II, of this article):

Fish camps (section 62-1835.4.5).

Group homes, level I, subject to the requirements set forth in section 62-1835.9.

Landscaping business (section 62-1837).

Mobile home residential dwelling (section 62-1837.7.5).

Power substations, telephone exchanges and transmission facilities (section 62-1839).

Preexisting use (section 62-1839.7).

Private parks and playgrounds (section 62-1840).

Resort dwellings.

Exhibit "C"

Temporary living quarters during construction of a residence.

Tenant dwellings: Mobile homes (section 62-1843).

Tenant dwellings: One unit is permitted for each five acres of land under the same ownership. Tenant dwellings must be 100 feet from property of different ownership (section 62-1842.5).

Tiny house or a THOW.

(2) *Accessory buildings or uses.* Accessory buildings and uses customary to residential and agricultural uses are permitted. (Refer to definition cited in section 62-1102 and standards cited in section 62-2100.5).

(3) *Conditional uses.* Conditional uses are as follows:

Accessory dwelling unit.

Airplane runways (section 62-1905).

Bed and breakfast inns (section 62-1912).

Boarding of horses and horses for hire (section 62-1913).

Captive wildlife (section 62-1958).

Change of nonconforming agricultural use.

Composting facility.

Farmers' market (section 62-1929).

Guesthouses or servants' quarters, without kitchen facilities (section 62-1932).

Hog farms (section 62-1934).

Land alteration (over five acres) (section 62-1936).

Private heliports (section 62-1943.5).

Roadside stand (section 62-1945.5).

Security mobile homes.

Single-family residential second kitchen facility.

Skateboard ramps (section 62-1948).

Substantial expansion of a preexisting use (section 62-1949.7).

Veterinary hospital, office or clinic, pet kennels (section 62-1956).

Wireless telecommunication facilities and broadcast towers.

Zoological parks (section 62-1960).

(4) *Minimum lot size.* An area of not less than two and one-half acres is required, having a minimum width of 150 feet and a minimum depth of 150 feet.

(5) *Setbacks.*

a. Structures shall be set back not less than 25 feet from the front lot line, not less than ten feet from the side lot lines, and not less than 20 feet from the rear lot line. If a corner lot is contiguous to a key lot, then the side street setback shall be not less than 25 feet.

b. Accessory buildings shall be located to the rear of the front building line of the principal building and shall be set back not less than 15 feet from the side lot lines and not less than 15 feet from the rear lot lines.

c. Setbacks for barns and stalls are as follows:

1. *Front:* 125 feet from the front lot line.

2. *Side:* 50 feet from the side lot line.

3. *Rear:* 50 feet from the rear lot line.

(6) *Minimum floor area.* Minimum floor area is 750 square feet of living area.

(7) *Maximum height of structures.* Maximum height of structures is as follows:

a. Residential structures: 35 feet.

b. Structures accessory to an agricultural use: 45 feet.

(Code 1979, § 14-20.08(D); Ord. No. 95-47, §§ 8, 9, 10-19-95; Ord. No. 95-49, § 18, 10-19-95; Ord. No. 95-51, § 3, 10-19-95; Ord. No. 96-16, §§ 8, 9, 3-28-96; Ord. No. 96-46, § 10, 10-22-96; Ord. No. 97-29, § 2, 8-12-97; Ord. No. 97-46, § 1, 12-2-97; Ord. No. 98-03, § 6, 1-29-98; Ord. No. 98-08, § 2, 2-10-98; Ord. No. 98-11, § 3, 2-26-98; Ord. No. 98-62, § 5, 12-3-98; Ord. No. 2002-49, § 5, 9-17-02; Ord. No. 2003-03, § 6, 1-14-03; Ord. No. 03-40, § 1, 8-12-03; Ord. No. 04-29, § 6, 8-5-04; Ord. No. 2004-52, § 4, 12-14-04; Ord. No. 2005-25, § 5, 5-19-05; Ord. No. 05-27, § 2, 5-19-05; Ord. No. 2007-59, § 9, 12-6-07; Ord. No. 2009-06, § 2(Exh. A), 2-5-09; Ord. No. 2010-22, § 10, 11-23-10; Ord. No. 2011-17, § 4, 5-26-11; Ord. No. 2013-38, § 1, 11-19-13; Ord. No. 2013-38, § 1, 11-19-13; Ord. No. 2014-30, § 3, 10-2-14; Ord. No. 2018-27, § 7, 12-4-18; Ord. No. 2024-29, § 6, 11-7-24)

Editor's note(s)—Ord. No. 2013-38, § 1, adopted November 19, 2013, amended § 62-1334 to read as set out herein. Previously § 62-1334 was titled agricultural residential, AU and AU(L).

Kim Rezanka

From:	Esseesse, Alexander <Alexander.Esseesse@brevardfl.gov>
Sent:	Wednesday, December 3, 2025 5:32 PM
To:	Kim Rezanka
Cc:	Toro, Deanna
Subject:	RE: CUP expiration question(s) - Ordinance No. 99-43 adopted on 08-03-99

Kim,

I do not believe ordinances are available on any County website (unless they're adopted more recently in which case the draft version will be available on the published agendas, subject to revisions by the BoCC). Not really applicable, but the Clerk's website has the following webpage that has a list of relatively recent ordinances and resolutions that might be helpful (generally):
https://link.edgepilot.com/s/25334eac/9PWe0pASAUm5CahkuXJrMg?u=https://www.brevardclerk.us/ordinance-resolution-list.

Is the property going to be rezoned or is the desire to simply "get rid of the CUP"?

If the former, then the existence of the CUP would be noted in the application and would be revoked by the Board at the time of the rezoning. More to the point, if a rezoning is being requested then Section 62-1901(e), Brevard County Code, would apply: "*Rezoning, effect.* Existing conditional use permits shall be presumed to be waived when a rezoning application is granted, unless the applicant requests renewal of the conditional use permit(s). In the event of a rezoning request wherein the subject property also has an approved conditional use permit, upon request, the board shall renew, modify, or revoke each existing conditional use permit. Unless reauthorized, conditional uses constructed or under construction at the time of the rezoning shall be considered nonconforming uses."

If the latter, then an application can be submitted to the County and it will revoked either administratively or by the Board. The Ordinance isn't incredibly clear what the path is, though it appears the Board retains jurisdiction.

Under these circumstances, the CUP is **subject** to revocation; revocation is not automatic (Section 62-1901(d)(3)).

There is an expiration of a CUP though that doesn't seem to have been noted in your email below (this section would not apply in your case because the CUP pre-dates the 1999 ordinance):

> Section 62-1901(f) *Expiration.* Conditional use permits approved after the effective date of Ordinance No. 99-43 shall expire within three years from the date of approval if the approved use is not constructed or under substantial and continuous construction. One administrative extension of up to two years may be approved by staff prior to expiration if the applicant has submitted an application for a development order. Renewals of expired conditional use permits may be considered by the board in public hearing pursuant to subsection 62-1901(b) if the applicant can demonstrate compliance with all current standards or review criteria.

Please let me know if anything further is needed.

Sincerely,
Alex

Alexander Esseesse, Esq.
Deputy County Attorney
Brevard County Attorney's Office
(321) 633-2090

Exhibit "D"

alexander.esseesse@brevardfl.gov

Florida has broad public records laws. A public records request may require the disclosure of information sent to or from this e-mail address unless exempt, privileged, or confidential under State law.

From: Kim Rezanka <krezanka@LLR.Law>
Sent: Tuesday, November 25, 2025 10:37 AM
To: Esseesse, Alexander <Alexander.Esseesse@brevardfl.gov>
Subject: FW: CUP expiration question(s) - Ordinance No. 99-43 adopted on 08-03-99

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Alex,

I just obtained this ordinance from a public records request. Are these on any County website??

I have a Property with a 1983 CUP that was never utilized. I thought all CUP expired after 3 years if not used; apparently not so!

Per (d)(3), page 7:

(3) All special use permits and conditional use permits as described below shall be subject to revocation. Such permits are as follows:

- Special use permits issued to properties prior to the removal of such permits from the Brevard County Code on August 2, 1973;
- Conditional use permits which have been removed from the Brevard County Code or from the applicable zoning classification; and
- Conditional use permits approved prior to the effective date of this ordinance which remain unused three years or more after the effective date of this ordinance.

Such uses constructed or under construction at the time of the Code amendment shall be considered nonconforming uses.

Based upon this, it appears that a new zoning application will need to request the removal of the CUP – does that sound correct?

Does “shall be subject to revocation” mean that it must be revoked?

Always a new wrinkle...

Sincerely,
Kim Rezanka

LACEY REZANKA
6013 Farcenda Place, Suite 101
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Office 321.608.0892

BOARD OF COUNTY COMMISSIONERS

POLICY

Number:	BCC-100
Cancels:	October 24, 2023
Approved:	August 27, 2024
Originator:	Planning and Development
Review:	August 27, 2026

TITLE: Evaluation Procedures for Development Proposals Pursuant to the Live Local Act Which Are Not Otherwise Permissible

I. Objective

To institute the requirements of the "Live Local Act," Chapter 2023-17, Laws of Florida, and related provisions of law.

II. Definitions and References

A. "Adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

B. "Airport impacted area" shall mean any of the following:

  i. The area near a runway within one-quarter mile of a mile laterally from the runway edge and within an area that is the width of one-quarter of a mile extending at right angles from the end of the runway for a distance of 10,000 feet of any existing airport runway or planned airport runway identified in the County's airport master plan.

  ii. A proposed development within any airport noise zone identified in the federal land use compatibility table.

C. "Affordable" shall have the same definition as that found in Fla. Stat. § 420.0004, or its successor.

D. "Affordability Period" shall be a minimum of 30 years.

E. "Available parking" means parking available for use by residents of the proposed development including, but not limited to, on-street parking, parking lots, or parking garages.

F. Fla. Stat. § 125.01055, "Affordable housing."

G. "Live Local Act," Chapter 2023-17, Laws of Florida.

Exhibit "E"

H. “Major transportation hub” shall be any transit station that is served by public transit with a mix of other transportation options, and is accessible from the proposed development by safe, pedestrian-friendly means such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features.

I. “Recreational and commercial working waterfront” shall have the same meaning as defined in Fla. Stat. § 342.201(2)(b).

J. “Transit Stop” shall have the same definition as that of “transit stop,” as defined in Section 62-2, “rules of construction and definitions,” Brevard County Code of Ordinances.

III. Proposal Procedures

A. A developer seeking Live Local Act allowances that would not otherwise be permitted under Chapter 62, Brevard County Code of Ordinances, or the Brevard County Comprehensive Plan, shall submit a narrative of the proposed development. Such narrative shall, at minimum, include the following:

1. Property location
2. Property size, in acres
3. Type of residential development (i.e., single-family residential, attached or detached; multi-family residential; mixed residential types, etc.)
4. Number of residential units proposed
5. Whether the proposed units are to be owner-occupied units or rental units
6. Household income levels proposed for each unit of the development (i.e., moderate, low, or very low)
7. A statement of how the income restrictions will be enforced
8. Provide a copy of the marketing brochure of similar development, if applicable
9. Provide a sample lease agreement (terms of the lease shall be a minimum 91 days within single-family residential zoning classifications)
10. Building style of the proposed development (i.e., single-story or multi-story; number of building floors; townhome style; garden home style; etc.)
11. Number of parking spaces
12. How the project will meet all review criteria, as stated in Section IV

B. Applicant shall furnish any documentation required by staff necessary to complete its review and certify compliance as needed.

IV. Review Criteria

A. As these criteria are in furtherance of administering exceptions to the County's Land Development Regulations pursuant to Florida Law, the below review criteria are to be strictly construed.

B. Staff shall confirm that the application for the development is made prior to October 1, 2033, unless the legislature extends relevant provisions of the Live Local Act.

C. Staff shall evaluate whether the development site is in an area with commercial, industrial, or mixed-use zoning.

D. Staff shall confirm that the proposed development is not within one-quarter mile of a military installation.

E. Staff shall confirm that the proposed development is not within an "airport-impacted area" or on property that is "recreational and commercial working waterfront" under Fla. Stat. § 342.201(2)(b).

F. If the conditions outlined in subsection B, C, D, and E are met, and if the proposed development is for mixed-use, staff shall determine whether at least 65 percent of the total square footage is to be used for residential purposes.

G. Staff shall determine whether the proposal includes at least 40 percent of the residential units being affordable for the affordability period.

H. If the applicable requirements outlined in this Section are met, staff shall not require the proposed multi-family development to obtain a zoning or land use change, conditional use permit, variance, comprehensive plan amendment, or similar waiver, as it relates to building height, zoning classification, floor area ratio, or density limitations, provided the following conditions are met:

1. The proposed density is no more than 30 units per acre.

2. If the proposed development is not adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a residential development with at least 25 contiguous single-family homes, the height of the proposed development shall be no more than

   a) the highest allowed height for a commercial or residential building within unincorporated Brevard County within 1 mile of the site that was not permitted pursuant to 125.01055, Fla. Stat., or which has a height that was the result of a variance, bonus, or waiver or

b) 3 stories, whichever is higher.

3. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a residential development with at least 25 contiguous single-family homes, the height shall be either (whichever is higher)
   a) Permissible under the Brevard County Land Development Code
   b) No more than the highest of the following:
      i. 150 percent of the tallest building on any adjacent property, or
      ii. 3 stories

4. The Floor Area Ratio is no more 3.72.

5. Staff shall review the proposed development for compliance and consistency with applicable provisions of the Brevard County Comprehensive Plan and Brevard County Code of Ordinances, as well as applicable provisions of State and Federal regulation that are part of the County's normal review process. As part of this analysis, staff will ensure concurrency under the County's Land Development Regulations.

   a) This shall include, but not be limited to, parking requirements, except that
      i. Parking requirements under the Land Development Code shall be reduced by 20 percent if the following criteria are met
         a. The development is within one-half mile of a major transportation hub, and
         b. Has available parking within 600 feet, regardless of whether such parking compensates for the reduction

         OR

      ii. If the development is within one-quarter mile of a transit stop," and such a stop is accessible from the development, staff shall evaluate whether it is appropriate to reduce parking requirements on a case-by-case basis.

         a. As part of this analysis, staff may request the applicant to provide data supporting a reduction in parking requirements prepared by a Professional Engineer (PE) or allied profession licensed by the State of Florida.

I. Upon certification by the County Manager, or his/her designee, that all of the above criteria are met, staff shall administratively approve the development, subject to continuing requirements outlined in this Policy.

V. Monitoring, Compliance, and Enforcement

A. Any development approved under this Policy must continue to meet the requirements outlined herein and the related sections of Florida law impacted by the Live Local Act, as may be amended. Failure to do so may result in the revocation of approval, thereby subjecting the development to treatment as a nonconforming use under the County's Comprehensive Plan and Code of Ordinances. In the event of a failure to maintain the requirements herein, a reasonable time shall be given to cure such violation, as determined by the County Manager or his/her designee.

B. The County Manager, or his/her designee, shall have the authority to require a Land Use Restrictive Agreement in order to ensure the development maintains the affordability requirements under the Live Local Act, and that such requirements remain binding on successors-in-interest to the applicant.

C. Affordable housing developments approved under this policy shall be required to provide documents to the County showing compliance with all criteria throughout the affordability period. This shall include, but not be limited to, the following:

    1. The property owner/manager shall certify the income qualification for tenant-applicant at initial lease-up and re-certify annually thereafter for each affordable housing unit. The property owner/manager shall provide the County Housing and Human Services Department with annual income compliance reports to satisfy this requirement. Annual income compliance reports required by other federal or State agencies, including, but not limited to, the Florida Housing Finance Corporation, the State of Florida, or Housing and Urban Development, may satisfy this requirement.

D. Recordkeeping Requirements (to be made available to the County for inspection upon request)

    1. Affordable housing development projects with rental units shall maintain records on each affordable housing rental unit, including a copy of leases, all income verification documents, and rent calculation documentation.

    2. Affordable housing development property owner/manager shall maintain and retain no less than the five (5) most recent years of documentation throughout the affordability period.

    3. Affordable housing developers of newly constructed single-family homes shall maintain records of income verification and transfer-of-property documents for each property.

    4. Failure to maintain and make available such records may result in the revocation of approval, thereby subjecting the development to treatment as a nonconforming use under County's Comprehensive Plan and Code of Ordinances.

VII. Reservation of Authority

The authority to issue or revise this policy is reserved by the Board of County Commissioners.

/S/ Rachel Sadoff
Rachel Sadoff, Clerk

/S/ Jason Steele
Jason Steele, Chair
Board of County Commissioners
As approved by the Board on August 27, 2024

The 2025 Florida Statutes

Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	Chapter 125 COUNTY GOVERNMENT	View Entire Chapter

125.01055 Affordable housing.—

(1) Notwithstanding any other provision of law, a county may adopt and maintain in effect any law, ordinance, rule, or other measure that is adopted for the purpose of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing or linkage fee ordinances.

(2) An inclusionary housing ordinance may require a developer to provide a specified number or percentage of affordable housing units to be included in a development or allow a developer to contribute to a housing fund or other alternatives in lieu of building the affordable housing units.

(3) An affordable housing linkage fee ordinance may require the payment of a flat or percentage-based fee, whether calculated on the basis of the number of approved dwelling units, the amount of approved square footage, or otherwise.

(4) In exchange for a developer fulfilling the requirements of subsection (2) or, for residential or mixed-use residential development, the requirements of subsection (3), a county must provide incentives to fully offset all costs to the developer of its affordable housing contribution or linkage fee. Such incentives may include, but are not limited to:

(a) Allowing the developer density or intensity bonus incentives or more floor space than allowed under the current or proposed future land use designation or zoning;

(b) Reducing or waiving fees, such as impact fees or water and sewer charges; or

(c) Granting other incentives.

[1](5) Subsection (4) does not apply in an area of critical state concern, as designated in s. 380.0552.

[1](6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.

[1](7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional impact, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential

Exhibit "F"

purposes. The county may not require that more than 10 percent of the total square footage of such mixed-use residential projects be used for nonresidential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, density on any unincorporated land in the county where residential development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the county's land development regulations as an incentive for development. For purposes of this paragraph, "highest currently allowed, or allowed on July 1, 2023," means whichever is least restrictive at the time of development.

(c) A county may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any unincorporated land in the county where development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the county's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio and lot coverage.

(d)1. A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or three stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the county's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a single-family residential development with at least 25 contiguous single-family homes, the county may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the county's land development regulations, or three stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may restrict the height of the proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or three stories, whichever is higher. The term "highest currently allowed" in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(e)1. A proposed development authorized under this subsection must be administratively approved without further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body if the development satisfies the county's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each county shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection. For purposes of this subparagraph, the term "allowable density" means the density prescribed for the property in accordance with this subsection without additional requirements to procure and transfer density units or development units from other properties.

2. The county must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, or density of the proposed development.

(f)1. A county must, upon request of an applicant, reduce parking requirements by 15 percent for a proposed development authorized under this subsection if the development:

a. Is located within one-quarter mile of a transit stop, as defined in the county's land development code, and the transit stop is accessible from the development;

b. Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or

c. Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a county may not require that the available parking compensate for the reduction in parking requirements.

2. A county must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the county as a transit-oriented development or area, as provided in paragraph (h).

3. For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(g) For proposed multifamily developments in an unincorporated area zoned for commercial or industrial use which is within the boundaries of a multicounty independent special district that was created to provide municipal services and is not authorized to levy ad valorem taxes, and less than 20 percent of the land area within such district is designated for commercial or industrial use, a county must authorize, as provided in this subsection, such development only if the development is mixed-use residential.

(h) A proposed development authorized under this subsection which is located within a transit-oriented development or area, as recognized by the county, must be mixed-use residential and otherwise comply with requirements of the county's regulations applicable to the transit-oriented development or area except for use, height, density, floor area ratio, and parking as provided in this subsection or as otherwise agreed to by the county and the applicant for the development.

(i) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(j)1. Nothing in this subsection precludes a county from granting a bonus, variance, conditional use, or other special exception for height, density, or floor area ratio in addition to the height, density, and floor area ratio requirements in this subsection.

2. Nothing in this subsection precludes a proposed development authorized under this subsection from receiving a bonus for density, height, or floor area ratio pursuant to an ordinance or regulation of the jurisdiction where the proposed development is located if the proposed development satisfies the conditions to receive the bonus except for any condition which conflicts with this subsection. If a proposed development qualifies for such bonus, the bonus must be administratively approved by the county and no further action by the board of county commissioners is required.

(k) Notwithstanding any other law or local ordinance or regulation to the contrary, a county may allow an adjacent parcel of land to be included within a proposed multifamily development authorized under this subsection.

(l) The court shall give any civil action filed against a county for a violation of this subsection priority over other pending cases and render a preliminary or final decision as expeditiously as possible.

(m) If a civil action is filed against a county for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

(o) This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

3. The Wekiva Study Area, as described in s. 369.316.

4. The Everglades Protection Area, as defined in s. 373.4592(2).

(p) This subsection expires October 1, 2033.

(8) Any development authorized under paragraph (7)(a) must be treated as a conforming use even after the expiration of subsection (7) and the development's affordability period as provided in paragraph (7)(a), notwithstanding the county's comprehensive plan, future land use designation, or zoning. If at any point during the development's affordability period the development violates the affordability period requirement provided in paragraph (7)(a), the development must be allowed a reasonable time to cure such violation. If the violation is not cured within a reasonable time, the development must be treated as a nonconforming use.

(9)(a) Except as provided in paragraphs (b) and (d), a county may not enforce a building moratorium that has the effect of delaying the permitting or construction of a multifamily residential or mixed-use residential development authorized under subsection (7).

(b) A county may, by ordinance, impose or enforce such a building moratorium for no more than 90 days in any 3-year period. Before adoption of such a building moratorium, the county shall prepare or cause to be prepared an assessment of the county's need for affordable housing at the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, including projections of such need for the next 5 years. This assessment must be posted on the county's website by the date the notice of proposed enactment is published, and presented at the same public meeting at which the proposed ordinance imposing the building moratorium is adopted by the board of county commissioners. This assessment must be included in the business impact estimate for the ordinance imposing such a moratorium required by s. 125.66(3).

(c) If a civil action is filed against a county for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(d) This subsection does not apply to moratoria imposed or enforced to address stormwater or flood water management, to address the supply of potable water, or due to the necessary repair of sanitary sewer systems, if such moratoria apply equally to all types of multifamily or mixed-use residential development.

(10)(a) Beginning November 1, 2026, each county must provide an annual report to the state land planning agency which includes:

1. A summary of litigation relating to subsection (7) that was initiated, remains pending, or was resolved during the previous fiscal year.

2. A list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report must include, at a minimum, the project's size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes.

(b) The state land planning agency shall compile the information received under this subsection and submit the information to the Governor, the President of the Senate, and the Speaker of the House of Representatives annually by February 1.

History.—s. 16, ch. 2001-252; s. 1, ch. 2019-165; s. 1, ch. 2020-27; s. 1, ch. 2022-176; s. 3, ch. 2023-17; s. 1, ch. 2024-188; s. 1, ch. 2025-172.

[1]**Note.**—Section 43, ch. 2023-17, provides:

"(1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

"(2) This section expires July 1, 2026."

[2]**Note.**—The word "or" was substituted for the word "of" by the editors to conform to context.