

1010 BRICKELL  
LEASE APPLICATION CHECKLIST

Unit # \_\_\_\_\_

Applicant Name(s): \_\_\_\_\_

\_\_\_\_\_

Applicant(s) Contact #: \_\_\_\_\_

Realtor's Name: \_\_\_\_\_

Realtor's Contact #: \_\_\_\_\_

Realtor's Email: \_\_\_\_\_

(For Management Use Only)

Application Submitted on: \_\_\_\_\_ Lease Term: \_\_\_\_\_

Forms Received:

- ❖ Lease Application for Unit \_\_\_\_\_
- ❖ Background Check Consent to Obtain Consumer Report \_\_\_\_\_
- ❖ Executed Lease Agreement \_\_\_\_\_
- ❖ Executed Addendum to Lease Agreement \_\_\_\_\_
- ❖ Tenant Information \_\_\_\_\_
- ❖ Copies of Driver's License(s) \_\_\_\_\_
- ❖ Vehicle Registration \_\_\_\_\_
- ❖ Move In/Move Out and Delivery Policy \_\_\_\_\_
- ❖ Acknowledgement and Acceptance of Condominium Association Policies and Procedures and Use Restrictions \_\_\_\_\_
- ❖ Parcel Receipt Authorization \_\_\_\_\_
- ❖ Lease Acknowledgement Agreement \_\_\_\_\_
- ❖ Key Policy Acknowledgement \_\_\_\_\_

Fees Received:

- ❖ Exclusive Use Elevator Fee (\$500) \_\_\_\_\_
- ❖ Application Fee (\$100.00 per applicant) \_\_\_\_\_
- ❖ Security Deposit (Equal to one-month rent) \_\_\_\_\_

Background Check Received on: \_\_\_\_\_

Application Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Association Manager's Approval

\_\_\_\_\_

BROWN'S BACKGROUND CHECKS  
CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER  
1010 BRICKELL, A CONDOMINIUM

LEASE APPLICATION FOR UNIT

<i>Applicant Information</i>			
Name:			
Phone:		E-mail:	
Current address:			
City:		State:	ZIP Code:
Own	Rent	(Please	Monthly payment or rent:
			How long?
<i>Employment Information</i>			
Current employer:			
Employer address:			How long?
Phone:		Supervisor:	
City:	State:		ZIP Code:
Position:	Hourly	Salary	(Please circle)
		Annual income:	
<i>Emergency Contact</i>			
Name of a person not residing with you:			
Address:			
City:	State:	ZIP Code:	Phone:
Relationship:			
<i>Co-applicant Information, if Married</i>			
Name:			
Phone:		E-mail:	
Current address:			
City:		State:	ZIP Code:
Own	Rent	(Please	Monthly payment or rent:
			How long?
<i>Co-applicant Employment Information</i>			
Current employer:			
Employer address:			How long?
Phone:		Supervisor:	
City:	State:		ZIP Code:
Position:	Hourly	Salary	(Please circle)
		Annual income:	
<i>References</i>			
Name:	Address:		Phone:
I attest that the information contained herein is true and answered to the best of my ability. I have received a copy of this application.			
Signature of applicant:			Date:
Signature of co-applicant:			Date:





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TENANT INFORMATION

Unit Number: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Name (1): \_\_\_\_\_ Phone: \_\_\_\_\_

Tenant's Name (2): \_\_\_\_\_ Phone: \_\_\_\_\_

Tenant's Name (3): \_\_\_\_\_ Phone: \_\_\_\_\_

Primary E-mail Address: \_\_\_\_\_

Secondary E-mail Address: \_\_\_\_\_

**By providing the Association with owner's e-mail address you are authorizing the Association to utilize your e-mail for Association communication – i.e., e-blast notices.**

Emergency Contact: \_\_\_\_\_

Emergency Contact Telephone: \_\_\_\_\_

**Authorized Guests** allowed access to the Residence (e.g., Family Members, Visitors, Housekeepers, Chefs, Child Care Employees, and/or Representatives with keys who may enter your residence at 1010 Brickell):

1. \_\_\_\_\_ 3. \_\_\_\_\_

2. \_\_\_\_\_ 4. \_\_\_\_\_

Are you or anyone in your household in need of special medical attention or have restricted mobility which would require additional assistance in the event of an emergency?  Yes  No

If yes, please check special needs box:  Oxygen  Wheelchair  Blind  Deaf  Other: \_\_\_\_\_

Person's Name: \_\_\_\_\_

**Fob Identification Number(s):**

Fob #1 \_\_\_\_\_ Date Activated \_\_\_\_\_

Fob #2 \_\_\_\_\_ Date Activated \_\_\_\_\_

Additional \_\_\_\_\_ Date Activated \_\_\_\_\_

Additional \_\_\_\_\_ Date Activated \_\_\_\_\_

Additional \_\_\_\_\_ Date Activated \_\_\_\_\_

VEHICLE/PARKING REGISTRATION

Unit #: \_\_\_\_\_

**Vehicle 1**

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

Registration: \_\_\_\_\_

Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate: \_\_\_\_\_

Date RFID Activated: \_\_\_\_\_

Date RFID Deactivated: \_\_\_\_\_

**Vehicle 2**

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

Registration: \_\_\_\_\_

Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate: \_\_\_\_\_

Date RFID Activated: \_\_\_\_\_

Date RFID Deactivated: \_\_\_\_\_

**Vehicle 3**

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

Registration: \_\_\_\_\_

Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate: \_\_\_\_\_

Date RFID Activated: \_\_\_\_\_

Date RFID Deactivated: \_\_\_\_\_

### MOVE-IN/OUT AND DELIVERY POLICY

All move-ins, move-outs, and deliveries must be scheduled with the Management Office. Please contact the Management Office at (305) 537-4911.

Notice for move-ins and move-outs must be given at least two (2) weeks prior in order to schedule a reservation for the exclusive use of the elevator. Please re-confirm your move-in/out and large deliveries one (1) week in advance. All other small deliveries not requiring more than one (1) elevator trip must be scheduled at least 24 hours in advance. Reservations are made on a first-come, first-serve basis. **Only one (1) unit will be permitted to reserve the service elevator for a block of time (either 9:00 AM-12:30 PM or 12:30 PM-4:00 PM) with a maximum of two (2) units allowed to perform a move per day.** Moves must be 100% completed and their corresponding delivery vehicle(s) removed from the premises no later than 12:30pm or 4:30pm, respectively. Elevator protective panels must be installed prior to moving. Deliveries, including move-ins, are only permitted Monday through Friday between the hours of 8:30am to 4:30pm. **Weekend deliveries and/or moves are not permitted unless approved by the Association.**

Moving companies must provide proof of liability insurance with a minimum coverage limit of **One Million Dollars (\$1,000,000.00)**. Movers must be compliant with the **CONTRACTOR & VENDOR REQUIREMENTS FORM**.

**A non-refundable exclusive elevator fee of Five Hundred Dollars (\$500.00) in the form of a check or money order must be submitted to the Management Office in order to reserve your spot for your Move-In/Move-Out.** If any damage occurs, the Association or its management agents, in their sole discretion, will charge the unit owner's maintenance assessment account for any damage-requiring repair.

Moving vehicles are permitted to park in designated areas only and **must not** park anywhere on the main entrance driveway, block the garage entrances or exits, or obstruct any parking areas. Any assembly work must be performed inside the unit or off the premises. The common areas are not available as a work area for delivery persons.

All pallets, boxes, and packing materials (bubble wrap, foam, shrink wrap, etc.) must be removed by delivery personnel. Boxes can be disposed of by being broken down and brought to the trash room on the 2<sup>nd</sup> level. No disposal of any packing materials is permitted on your floor or down the trash chute. Please call the front desk if you need directions or assistance with the disposal of boxes and packing materials.

Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries. Please contact the Management Office if you require additional assistance.

MOVE IN DATE: \_\_\_\_\_

MOVE IN TIME: \_\_\_\_\_

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date



1010 BRICKELL

PARCEL RECEIPT AUTHORIZATION FOR RECEIVING/SIGNING FOR PARCELS,  
DELIVERIES, AND MAIL ADDRESSED TO THE UNIT

TO: 1010 BRICKELL, A CONDOMINIUM (the "Association")

FROM: TENANT(S): \_\_\_\_\_

UNIT #: \_\_\_\_\_

THE UNDERSIGNED, the tenant(s) of unit listed above (the "Unit") of 1010 Brickell, a Condominium hereby authorizes the personnel employed by the Association to accept, receive and sign for any parcels, deliveries, and/or mail addressed to the Unit, without imposing any liability thereon for the condition or substance of any such parcels so received.

The undersigned (jointly and severally, if more than one) hereby release, indemnify, and hold harmless the Association and its directors, officers, agents, and employees and all members of the Association from and against all claims, damages, losses, liabilities, and expenses including attorney's fees, at both the trial and appellate level, arising from this Authorization, including, but without limitation to, liability arising from the misplacement of parcels, and/or the negligence of the Association, its employees, or its agents in such regard. This indemnification shall extend to all claims, liabilities, and damages, including consequential damages, losses, and expenses attributable to damages, theft, or injury to and destruction of real or personal property.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By: \_\_\_\_\_

(On behalf of all residents of the Unit)

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



# 1010 BRICKELL UNIT ACCESS AUTHORIZATION

UNIT #: \_\_\_\_\_ OWNER: \_\_\_\_\_

BY SIGNING THIS AUTHORIZATION, I HEREBY REQUEST that the Association grant the person(s) named below access to my unit at 1010 Brickell Avenue, Miami, Florida 33131, referred to as 1010 Brickell. In giving this authorization and request, the undersigned ACKNOWLEDGES AND AGREES to the following:

- (i) The unit owner, tenant, resident, or their designate is solely responsible for unlocking and locking the respective unit;
- (ii) The Association nor its employees are responsible in any manner for supervising, monitoring, or controlling the person(s) and/or company(ies) to whom access is granted;
- (iii) The Association nor its employees are responsible for ensuring that the purpose for the authorized person's entry to the unit is fulfilled nor for limiting or restricting access to accomplish such purpose;
- (iv) The unit owner or resident is fully and solely responsible for any and all costs resulting from damage, repair, or replacement to any part of the Common Elements by acts (direct or indirect) caused by the authorized persons named below;
- (v) The undersigned agrees to fully indemnify and hold harmless 1010 Brickell, a Condominium and their officers, directors, members, employees, and agents (including, but without limitation to, the Management, its officers, employees, and agents) with regards to the authorized person's actions, whether in the unit or in the Common Elements of the Condominium (such agreement to include all attorneys fee and court costs regardless of whether a suit is brought or any appeal is taken therefrom); and,
- (vi) I further agree to notify the Association in writing, of the expiration or termination of authorization for person(s) and/or company(ies) authorized below. This authorization remains in full force and effect until such written notification is given (although an expiration date is inserted).

PERSON(S)/COMPANY(IES) AUTHORIZED	RELATIONSHIP/PURPOSE	EXPIRES (DATE)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(Signature of Owner, Tenant or Authorized Representative)

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





1010 BRICKELL

### KEY POLICY ACKNOWLEDGEMENT

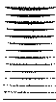
1. The Management Office will not provide keys or access to your unit for insurance and liability reasons. Private arrangements should be made by the owner, tenant, or resident to provide keys to service personnel, family, assignees, employees, REALTORS, guests, or individuals of any kind.
2. We recommend that owners, tenants and residents make arrangements with friends or neighbors to keep an extra key. 1010 Brickell, a Condominium assumes no liability or responsibility to provide keys or access to the unit.
3. The set of keys maintained by the Association will ONLY be used in the event of an emergency. Lock-outs and misplacement of or lost keys are not defined as an emergency.

I, \_\_\_\_\_, Resident of Unit # \_\_\_\_\_  
hereby acknowledge receipt of the key policy of 1010 Brickell.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(Signature of Owner, Tenant or Authorized Representative)

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



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LEASE ACKNOWLEDGEMENT AGREEMENT FOR UNIT \_\_\_\_\_

I hereby acknowledge that I will abide by the Policies, Procedures and Regulations set forth by 1010 Brickell. I also understand that I am personally responsible for my actions as defined in Florida Statute 718.303, "Actions for damages or injunctive relief for failure to comply with these provisions may now be brought against any tenant leasing a unit, rather than the owner".

I agree that I am subject to the Declaration of 1010 Brickell, a Condominium. Failure to comply with terms and conditions thereof shall be a material default and breach of the lease agreement.

I/We understand that this application must be completed in its entirety, and declare that the information provided is true and correct. Willful misrepresentation will void any lease, contract, or agreement entered into in connection with this application.

I/We authorize 1010 Brickell, a Condominium or its agent(s) to obtain and verify a consumer credit and background reports and understand an investigation may be conducted to determine mode of living, financial ability, personal character, and general reputation.

I/We release 1010 Brickell, a Condominium, their agent(s), and their members from any loss, expense, or damage which may result directly or indirectly from any information or reports furnished.

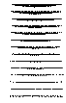
Dated: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Lessee or Authorized Representative Signature

\_\_\_\_\_  
Print Name

APPLICATION INSTRUCTIONS:

- (i) Prospective tenants must fill out all applications, forms and documents completely.
- (ii) Provide a copy of the fully executed lease agreement and signed lease addendum (enclosed) must be included with the lease application.
- (iii) Provide a copy of a Government-issued, non-expired I.D. for identification purposes.
- (iv) An **application processing fee of One Hundred Dollars (\$100.00)** is required in the form of a check made payable to 1010 Brickell, a Condominium. A separate \$100.00 application fee must be paid for each additional individual over the age of eighteen (18) anticipated to reside in the unit, spouses excluded.
- (v) A **refundable security deposit** equal to **one (1) month's rent**, in the form of a check made payable to 1010 Brickell Condominium Association, Inc. must be submitted to the Management Office at the time of application. Upon written request to the Association and after the move-out has been completed, this security deposit will be returned in accordance with Florida Landlord and Tenant Law to the name listed on the original payment deposit received. Please allow up to fourteen business (14) days for the application to process. The completion of this package is your responsibility. Please submit as soon as possible. Prospective tenant(s) must complete this application for occupancy in detail. Processing of this application will begin after all required forms have been completed, signed, and submitted to the Management Office.



## 1010 BRICKELL

### ADDENDUM TO LEASE AGREEMENT

**THIS ADDENDUM** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is attached to and forms an integral part of the lease to which it is attached, dated \_\_\_\_\_, for a term commencing \_\_\_\_\_ and expiring \_\_\_\_\_ hereinafter referred to as the lease (the "Lease") by and between \_\_\_\_\_ (hereinafter referred to as "Owner" or "Lessor") and \_\_\_\_\_ (hereinafter referred to as "Lessee") for Unit No. \_\_\_\_\_ of 1010 Brickell, a Condominium \_\_\_\_\_ (the "Association") located at 1010 Brickell Avenue, Miami, FL 33131 (hereinafter referred to as the "Unit"). In the event this Addendum conflicts with, varies or modifies the terms and provisions of said Lease, then in such event, the terms and provisions of this Addendum shall control and govern the rights and obligations of the parties.

#### WITNESSETH:

**WHEREAS**, Lessor is the Owner of the Unit, and wishes to lease said Unit to Lessee; and

**WHEREAS**, The Association is requiring that this Addendum to Lease form be executed by Lessor and Lessee.

**NOW, THEREFORE**, in consideration of the terms set forth herein and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. All capitalized terms set forth in this Addendum shall have the meaning as set forth in the Declaration unless the context otherwise provides.
3. Lessee shall abide by and comply with the provisions of the Association's Declaration, By-Laws, Articles of Incorporation, Policies and Procedures, as same may be amended from time to time (hereinafter referred to as the "Governing Documents") and shall comply with all laws, ordinances, regulations and administrative rules applicable to the Unit including, but not limited to Chapter 718, Florida Statutes, (the "Condominium Act"). By executing this Addendum, the Lessee acknowledges receipt of the Governing Documents from the Lessor and acknowledges review of same.
4. The parties recognize that Lessor is responsible for paying regular maintenance assessments or special assessments (as necessary) due to the Association.
5. In the event the Lessor fails to pay regular maintenance assessments or special assessments (as necessary) to the Association when due, the Association has a number of remedies as specified the Governing Documents and the Condominium Act.
6. Explicitly, in the event Lessor is delinquent in the payment of any regular maintenance assessments or special assessments due to the Association, the rent for the Unit shall be applied by the Lessee to payment of any delinquent assessment or installment thereof



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due to the Association before payment of the balance, if any, of such rent to the Lessor. If any such assessments and installments are not paid within ten (10) calendar days after the due date, the Association shall notify the Lessor of such delinquency by certified and regular mail to the last address furnished to the Association by Lessor and shall notify Lessee of same by regular mail to the Unit address. Upon receipt of such notice, Lessee shall immediately pay to the Association, the amount of such delinquent assessment, including late fees, interest, returned check charges, collection costs and attorney's fees (if any), any other sums deemed "rent" and shall deduct such sums paid to the Association from the next rental payment. Notwithstanding the foregoing, in the event the sums owing to the Association exceed the Lessee's rental payment, Lessee shall not be obligated to pay any sums in excess of such rental payment to the Association. If any excess sums are due to the Association, the Lessee is authorized to continue to deduct such sums from each rental payment until such sums have been paid in full. Any such deductions by the Lessee shall not constitute a default by Lessee of Lessee's obligations under the Lease. Association, shall return any excess funds over and above those needed to bring Lessor current to Lessor within fifteen (15) days of the termination of this assignment.

7. Lessee shall continue to make all rental payment to the Association until such time that the Association provides written notice to Lessee that rental payment may be directly to Lessor.
8. In the event Lessor receives payment of rent from Lessee after receiving notice of assignment, Lessor shall turn-over all such rent payments to Association within seven (7) days of receipt. It shall be considered a violation of the Addendum if Lessor fails to turn-over such rent payments.
9. In the event the Lessee fails to pay delinquent assessments and costs and fees incidental thereto, the Lessee shall be deemed in default under the Lease and subject to eviction proceedings as described in paragraph 6 of this Addendum, in addition to all other remedies the Association may have. The collection of rental payments from the Lessee shall not be deemed an election of remedies, and the Association may still proceed to collect delinquent assessments in accordance with the Governing Documents and the Condominium Act, including but not limited to the filing of a claim of lien, foreclosure, and personal money actions.
10. Lessee agrees to abide by this Addendum, the Governing Documents and all applicable laws, ordinances and regulations. If Lessee fails to comply with this Addendum, the Governing Documents or any applicable laws, ordinances and regulations, Lessor shall promptly commence action to evict Lessee. If Lessor fails to promptly commence action to evict Lessee, Lessor hereby authorizes the Association as the Lessor's agent and attorney in fact, to commence eviction proceedings. In the event the Association files an action for eviction, the Lessor and Lessee shall be jointly and severally liable for all attorney's fees and costs, including appellate proceedings. Nothing contained herein



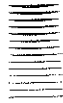
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shall be deemed to obligate the Association to commence eviction proceedings or to preclude the Association from pursuing any other available legal remedies.

- 11. Prior to occupancy of the Unit, Lessee shall be required to place in escrow with the Condominium a refundable security deposit equivalent to the sum of one (1) month's rent; which may be used by the Association to repair any damages to the Common Elements or Association property resulting from any acts or omissions of the Lessee or its guests (as determined in the sole discretion of the Board of Directors. The Lessor shall be jointly and severally liable with the Lessee to the Association for any amount in excess of such sum which may be required by the Association to affect such repairs. Such security deposit shall be administered in accordance with Part II of Chapter 83, Florida Statutes. Lessee shall not be entitled to interest on the security deposit or damage fee deposit.
- 12. Lessee shall not be entitled to occupy the Unit prior to receipt of written approval from the Board of Directors. In the event the Lessee should occupy the Unit prior to receipt of written approval, Lessee's Application to lease the Unit shall be deemed automatically withdrawn.
- 13. The Unit shall be possessed, occupied and utilized solely for the purpose of a private single family residential dwelling and for no other purpose. Lessee warrants and represents that the only occupants of the Unit will be the following individuals:

i. _____ Name Relationship	ii. _____ Name Relationship
iii. _____ Name Relationship	iv. _____ Name Relationship
v. _____ Name Relationship	vi. _____ Name Relationship

- 14. The Association and/or their authorized agent(s) shall have the irrevocable right to have access to the Unit as may be necessary for inspection, maintenance repair or replacement of any Common Elements accessible therefrom, or for making emergency repairs necessary to prevent damages to the Common Elements or other units.
- 15. The Lessee shall not assign the Lease, nor sublet or permit the Unit or any part thereof to be used by others without the prior written approval of the Association.
- 16. The Lessee agrees not to keep anything in the Unit which will increase the insurance rates of the Association or interfere with the rights of other residents of the Association by creating unreasonable noises or otherwise; nor shall Lessee commit or permit any nuisance, immoral, or illegal act in the Unit, or on the Common Elements, or the Limited Common Elements.



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17. There shall be no extensions or renewals of the Lease without the prior written approval of the Association.
18. Lessee and Lessor specifically acknowledge that as of the expiration date of the term of the Lease, unless the appropriate approval has been obtained for an extension or renewal of the Lease, the Lessee shall have no access or use rights in 1010 Brickell property, including, but not limited to, all Common Elements and amenities except as an invited guest. In connection with the termination of the Lessee's use rights as specified above, Lessee and Lessor specifically acknowledge that the Association, at its option, shall have the authority to deactivate and/or terminate all entry devices and/or other means for the Lessee to access 1010 Brickell and/or the Unit as of the expiration date of the term of the Lease.
19. The unit owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefore.
20. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.
21. No lease of a Unit shall be for a period of less than three (3) months and no Unit may be leased more than two (2) times, in any twelve (12) month period. The lease of a Unit for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A unit owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other unit owners harmless from and to indemnify them for any and all costs, claims, damages, expenses, or liabilities whatsoever, arising out of the failure of such unit owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such unit owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.
22. When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements and Common Areas otherwise readily available for use generally by the Unit owner, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the unit owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by residential unit owners at 1010 Brickell.



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- 23. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders as appropriate.
- 24. The partial or complete invalidity of any one or more provisions of this Addendum, or any other instrument required to be executed by Lessee in connection with the leasing of the Unit, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.
- 25. Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner: (i) be deemed to make the Association a party to the Lease or this Addendum (except to the extent that the Association is the intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce their rights hereunder; (ii) create any obligation or liability on the part of the Association to the Lessor or Lessee (including, without limitation, any obligation as a landlord under applicable law or any liability based on the Association's approval of the Lessee pursuant to the Governing Documents, such approval being solely for the benefit of the Association), or (iii) create any rights or privileges of the Lessee under the Lease, this Addendum, or the Governing Documents as to the Association.
- 26. Lessor and lessee acknowledge that the Unit must be exterminated on monthly basis by the Association's exterminator.
- 27. The Lease between the Lessor and Lessee shall not be enforceable unless this Addendum is signed by all parties.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the date and year first written above.

WITNESSES:

UNIT OWNER(S)/ LESSOR(S)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LESSEE(S)

\_\_\_\_\_

\_\_\_\_\_



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**ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDOMINIUM ASSOCIATION  
POLICIES AND PROCEDURES AND USE RESTRICTIONS**

I hereby agree for myself and on behalf of all persons who may use the Unit which I seek to lease that we will abide by all the restrictions contained in the Declaration of Condominium, By-Laws, Rules and Regulations, Condominium Documents, Policies and Procedures, and all other restrictions of 1010 Brickell, a Condominium.

Unit Number: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

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

Signature of Spouse/Roommate: \_\_\_\_\_

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