

**ASSOCIATION of EDGEWATER LANDING OWNERS, INC.**

**LEASE APPLICATION**

**between**

**PROPERTY OWNER (LESSOR) & TENANT (LESSEE)**

**Please mail this completed form with the appropriate lease application fee to the following address:**

**Association of Edgewater Landing Owners, Inc.**

**601 Homeport Terrace**

**Edgewater, FL 32141**

**ATTN: Lease Review Committee**

**This form and the payment must be submitted for approval fifteen (15) days prior to the lease start date. Application fee is \$25 for an original lease or \$15 for a renewal lease. Checks should be made payable to Association of Edgewater Landing Owners, Inc.**

**Date** \_\_\_\_\_

Lease application for the period of \_\_\_\_\_ to \_\_\_\_\_

Rental Address \_\_\_\_\_ Lot # \_\_\_\_\_

Lessee's Name \_\_\_\_\_

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

Phone # (Home) \_\_\_\_\_

(Cell) \_\_\_\_\_

Occupants and relationship to Lessee:

Name \_\_\_\_\_

Relationship \_\_\_\_\_

Name \_\_\_\_\_

Relationship \_\_\_\_\_

Lessor \_\_\_\_\_

Lessor's current  
Address \_\_\_\_\_

Lessor's Phone # (Home) \_\_\_\_\_

(Cell) \_\_\_\_\_

**Proof of Age**

The ages of all occupants listed on the attached lease must be verified to maintain Edgewater Landing Elder Adult Community status. Please attach the required proofs of age to this application. Accepted documents for this purpose are a copy of either a legal driver's license or a birth certificate. **No lease can be approved without this documentation.**

**NOTE:** The undersigned understand and acknowledge that this proposed lease is contingent upon final approval by the HOA Lease Review Committee in accordance with the **Terms of the Covenants** governing leases.

**Signature of Lessor** \_\_\_\_\_

**Signature of Lessee** \_\_\_\_\_

**Lessor must provide a copy of the Declaration of Covenants, Conditions, Restrictions, and Easements of Edgewater Landing; the By-laws and Regulations of the Association of Edgewater Landing Owners, Inc.**

**The Lessee further acknowledges that he/she/they have read and fully understand the restrictions and covenants and hereby agree to abide by and comply with them.**

**Lessee signature** \_\_\_\_\_

.....  
**For Lease Review Committee Only**

Date Received \_\_\_\_\_

Initials of Reviewers \_\_\_\_\_ Date \_\_\_\_\_

Signature of Committee Chairperson if Disapproved \_\_\_\_\_

Reason(s) for disapproval \_\_\_\_\_

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

**ASSOCIATION of EDGEWATER LANDING OWNERS, INC.**

**LEASE AGREEMENT**

The owner of the property, hereafter called the Lessor and \_\_\_\_\_ the Lessee, each in consideration of the agreements to be performed by the other, hereby on this \_\_\_\_\_ day of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year), agree

1. **Property & Term** The Lessor hereby leases to the Lessee, the real property in Volusia County, Florida.
  - a. The term shall begin on \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year). By mutual agreement, the term of this lease may be extended on a month-to-month basis after the existing term expires.
  - b. Each extended term shall be upon the same terms, covenants and conditions as provided in this Lease for the initial term, except that the rent shall be renegotiated thirty (30) days prior to the end of the initial term.
  - c. Occupants shall be (Names, Ages, & Relationships)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. **Rent** The Lessee shall pay the Lessor as rent for the property leased during the term \$ \_\_\_\_\_ per month, in advance beginning on the \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year) and continuing on the \_\_\_\_\_ (Day) of each month thereafter. Rent payment for the first month shall be prorated so that the full month's rent payment will be due on the 1<sup>st</sup> of each month.
3. **Deposit** The lessee shall submit a security deposit of \$ \_\_\_\_\_ for the full and faithful performance of this lease. The lessor shall deposit the monies in a non-interest-bearing account within 30 days and **must show in writing** the Florida bank name and address where the lessee's payment has been deposited. **(Florida Residential Landlord and Tenant Act 83.49).**
4. The following conditions and requirements must be followed by the lessee to conform to the **Covenants, Conditions, Restrictions and Easements for Edgewater Landing, the Articles and By-laws, and the Rules and Regulations.**
  - a. The lessor shall provide to the lessee copies of the **Covenants, Conditions, Restrictions and Easements for Edgewater Landing; the Articles and By-laws; and the Rules and Regulations.**
  - b. The lessee shall acknowledge that he / she has read and agrees to abide by these conditions and restrictions. A signed copy of this acknowledgement shall be attached to and made a part of this lease agreement. Further, the Lessee acknowledges that Edgewater Landing is an elder adult community requiring that at least one occupant must be over the age of fifty-four (54) and that children below the age of nineteen (19) are not allowed to reside in Edgewater

- Landing except as guests; and then only for an aggregate period of time not to exceed sixty (60) days within any calendar year.
- c. Failure by the Lessor and the Lessee to comply with the terms and conditions of the Edgewater Landing Documents shall constitute a breach of the Lease Agreement.
  - d. This Lease Agreement shall be for a **minimum** term of ninety (90) days.
  - e. The Lessor must delegate in writing to the Lessee and guests his or her rights to use the Recreation Center and Wildlife Preserve. A single copy delegating the specific rights granted to the Lessee must be attached to both the Lessor and the Lessee lease agreements.
  - f. The Lessor shall provide the Lessee with visitor tags and bracelets **and** must explain in detail the requirements to wear the appropriate tags or bracelets when using any of Edgewater Landing's amenities and / or common areas.
  - g. Each house in Edgewater Landing is intended for use and occupancy as a single family dwelling.
5. **Smoking** This is a lease of a residence in which smoking is \_\_\_\_\_ or is not \_\_\_\_\_ allowed. If prohibited hereby, Lessee agrees to refrain from smoking therein.
6. **Pets** During the term of this lease, pets may \_\_\_\_\_ (**limit two**) or may not \_\_\_\_\_ be kept in or on the leased premises. If pets are allowed, the following non-refundable pet deposit amount is \$ \_\_\_\_\_.
7. **Remedies for Failure to Pay Rent** In the event that rent required by this lease is not paid when due, the Lessor shall have the following options:
- a. Terminate this lease and resume possession of the property for his own account and immediately collect from the Lessee the difference between the rent specified in this lease and the fair rental value of the property for the remainder of the term of the lease.
  - b. **Also**, there will be a late charge of 5% for any rent paid after **10 days** of when the payment was due.
8. **Assignment or Sub-leasing** No assignment or subletting of this property or any part of the leased property is allowed.
9. **Access by Lessor** The Lessor may enter, inspect, and make repairs to the leased property as Lessor may desire at reasonable times.
10. **Repairs** Lessor shall maintain the premises in good repair but shall have no obligation to perform any decorative maintenance during the term of the Lease (includes cleaning or repair to carpets, window treatments, wallpaper, or paint. These items must be well maintained, repaired, and cleaned by the Lessee during the term of the Lease. Any repair needed through the fault of Lessee will be made by the Lessee at the Lessee's expense. All minor repairs such as clogged plumbing, etc. will be done by Lessee at his own expense.
11. **Damage by Fire or Other Casualty** In the event the leased property is damaged by fire or other casualty to an extent of 25%, the Lessor will have the option to repair or rebuild the leased property **OR** to terminate this lease. In the event of damage by fire or other casualty, the rent payable under this lease will be abated in proportion to the impairment of the reasonable use that can be made of the property while it is being repaired or rebuilt **or until the lease is terminated according to this paragraph.**
12. **Remedies for Breach of Agreement** Should the Lessor or the Lessee fail to perform or breach any agreement of the lease, **within ten (10) days** a **written notice** specifying the performance required will be sent to the responsible party. Then the party giving notice may institute action in a court of appropriate and competent jurisdiction to terminate this lease or to compel performance according to

the agreement and to require that the offending party be responsible for reasonable attorney's fees of the complainant.

13. **Termination of Lease** This lease shall be terminated immediately if the Lessee becomes insolvent, bankrupt, or makes an assignment for the benefit to creditors.
14. **Use** The Lessee shall make no unlawful, improper or offensive use of the leased property.
15. **Quarterly Amenities Fee** The quarterly HOA dues and any additional assessment fees charged by the Association of Edgewater Landing Owners, Inc. will be paid by the Lessor.
16. **Taxes & Insurance** The lessor will be responsible for payment of all ad valorem taxes and special assessments on the property. In addition, the lessor will maintain hazard insurance on any and all property located upon the leased premises. The lessor will have no liability whatsoever for damages to the lessee's property.
17. **Alterations & Improvements** The lessee shall not make nor permit to be made any alterations, additions, improvements, or changes in or to the leased premises without, in each case, obtaining written consent of the Lessor **and** the Architectural Control Committee.
18. **Occupants** It is understood and agreed that this property is being leased as a residence for the lessee. Occasional visitors are acceptable, but any changes in the number of occupants residing on the property are subject to the prior approval of the lessor.
19. **Lawn & Landscaping** The lessor \_\_\_\_\_ / lessee \_\_\_\_\_ shall keep the lawn and landscaping plants fertilized, watered, mowed, and cut and in a neat appearance during the entire term of the lease.
20. **Condition of Premises at Termination** At the termination of the lease and upon vacating the premises, the lessee shall leave the premises in a neat and cleaned condition.
21. **Loud or Offensive Noises** In compliance with Restrictive Covenants, lessee and lessee's family and visitors shall refrain from emitting loud noises or engaging in other conduct which would be offensive to or an annoyance to their neighbors. Lessee shall comply with all restrictive covenants or records.
22. **Singular is Plural** Whenever the words "Lessor" and "Lessee" are used in this lease, such words shall mean the singular or the plural whenever the context so requires or permits.

In witness whereof, we have executed this Lease the day and year as first written above.

**Witnesses for Lessor**

**Lessor**

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

\_\_\_\_\_

**Witnesses for Lessee**

**Lessee**

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

\_\_\_\_\_

**Amenity Assignments**

When a resident (lessor) leases his home, he must decide what part of his “rights to the use” of the common areas, including all of the amenities he chooses to assign to the lessee.

The lessee must check the amenities listed below which he elects to assign to the lessee.

	<b>LESSOR’S USE</b>	<b>LESSEE’S USE</b>
<b>Arts &amp; Crafts Room .....</b>	_____	_____
<b>Bocci Courts .....</b>	_____	_____
<b>Fishing Pier.....</b>	_____	_____
<b>Horseshoe Pits.....</b>	_____	_____
<b>Observation Deck.....</b>	_____	_____
<b>Shuffleboard Court.....</b>	_____	_____
<b>Swimming Pool / Hot Tub.....</b>	_____	_____
<b>Tennis / Pickleball Court.....</b>	_____	_____
<b>Fitness Center** .....</b>	_____	_____

\*\* (*Requires Waiver to be signed and attached*)

**If the amenity is assigned to the Lessee, the Lessor forfeits his right to use that amenity at any time during the lease period.**

**The lessee does not have the right to use any of the amenities for a personal group function.**

\*\*\*\*\*

**If lessor assigns his right to use fitness room, lessee must complete and sign the following Continuing Waiver for Fitness Room.**

---

**If lessor retains his access to fitness room, DO NOT INCLUDE the form in lessee’s paperwork.**

---

**Continuing Waiver for Fitness Room**

I fully understand and acknowledge that the fitness room located at the Club House of Edgewater Landing, together with the exercise equipment therein, is a potentially dangerous facility and the use thereof by me could result in injury to me, severe or otherwise, or even my death, which would be an extreme and lasting hardship upon my family and others dependent on me.

In consideration for the permission given to me by the Association of Edgewater Landing Owners, Inc., herein after referred to as "Association," to enter into the fitness room and to use and / or attempt to use the fitness room and its exercise and related equipment and components, without charge, I do by my signature below hereby knowingly, freely, and voluntarily release, waive, and discharge the Association, its Board of Directors and Officers, and all and any other persons, entities, agents, owners, heirs, successors, and / or assigns from any and all claims, demands, damages, and causes of action of any nature whatsoever which I, my estate, my heirs, my successors, or my assigns may have or assert against any of them for, on account of, or by reason of my physical presence in the fitness room or from my use or attempted use of the exercise and related equipment and components, including, but not limited to, any such claims which might be founded upon any theory of negligence, expressed or implied or upon any claim of breach of implied contract.

I also do hereby knowingly, freely, and voluntarily assume any and all risks, including injury to my person, whether or not resulting in my hospitalization or death, which may befall me or may fall upon my family as severe and / or lasting hardship, which might arise upon my entry into the fitness room or thereafter during my physical presence therein, and which risks may develop from or during my use or attempted use of the exercise and related equipment and components.

Furthermore, I do hereby intend and declare that this release, waiver and assumption of risk agreement shall specifically cover, but not be limited to, any and all claims which might be asserted by me and / or by my family alleging:

1. Negligent installation of exercise or related equipment and components, or of the fitness room facility itself.
2. Negligent maintenance or lack of maintenance of the equipment, components, or facility, in whole or in part;
3. Alleged lack of due care in any respect in granting me permission to use the fitness room and its equipment; and / or
4. Alleged lack of due care in any respect in not providing a class or instruction for proper use of the fitness room and its equipment prior to its use by me or not providing an on-site instructor during use by me.

I declare that I am not under the influence of alcohol or any other intoxicant; and I execute this general contending release, waiver of claims and assumption of risk agreement of my own free will and accord; and that I will not use the continuing permission that may be granted me after such signing to enter and use the fitness room at any time while I may be under the influence of alcohol or any other intoxicant.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Resident \_\_\_\_\_ Guest \_\_\_\_\_

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Edgewater Landing Home Owner/Lessee Address

Signature \_\_\_\_\_

Witness \_\_\_\_\_