

# AVALON BEACH CLUB CONDOMINIUM ASSOCIATION

## LEASING OF UNITS

1. An Applicant must request the Board of Directors of the Avalon Beach Club Condominium Association, Inc. to approve the lease. In consideration of the Board's review and consideration of this application, the applicant agrees to abide by and comply with the following terms of this application, whether or not this applications approved by the Board, and to hold harmless the Board of Directors, it's officers and agents, and all other persons furnishing or receiving information in connection with this application.
2. An Application, completely filled out and duly executed, together with an original counterpart of the Lease, duly executed by all parties and properly witnessed, shall be submitted to the Board. Should the parties elect to utilize a lease form other than that approved by the Board, said lease shall include and incorporate by reference the terms and provisions of the Association lease form, specifically including paragraphs 1 through 16 thereof. The application review process normally requires a minimum of ten (10) days, and includes a personal interview of the applicant (accompanied solely by proposed occupants) by the Orientation committee of the Association. ANY UNAPPROVED LEASE OR OCCUPANCY SHALL BE INVALID.
3. An Applicant, desiring to be approved by the Board as Lessee of a condominium unit, does hereby acknowledge that, if approved, said apartment shall be occupied subject to all the terms, provisions and conditions of the Declaration of Condominium of the Avalon Beach Club and exhibits and amendments thereto, and to the Rules and Regulations presently in force or as hereinafter amended. A copy of the Rules and Regulations, which have been approve by the Board of Directors, are attached to this application. Failure to comply with said Rules and Regulations shall constitute a default hereunder resulting in a termination of the lease in accordance with the provisions of Paragraph 5 below. The applicant further agrees, that in the event the Association shall deem it necessary to retain counsel to initiate legal proceedings for the purpose of enforcing any of the aforesaid documents as to the applicant, the Association shall be entitled to recover in such event and in such action its costs and reasonable attorney's fees incurred, in addition to any other relief or damages to which the Association may be entitled. With respect to the aforesaid Rules and Regulations, the applicant specifically represents to be particularly familiar with the following limitations hereunder:
  - a. That sub-leasing, letting or occupancy of the premises in lessees

absence is prohibited.

- b. That lessee must be present when any guests, visitors or children

(who are not permanent residents) occupy the apartment or club facilities.

- c. That only one (1) passenger car is permitted to be kept on the Premises of the Association, except with the written consent of the Board. Subject to the provisions of the Rules and Regulations, vans, trailers, boat trailers, motor homes, motorcycles, trucks, commercial vehicles and vehicles other than passenger cars are prohibited, *See parking rules for further explanation.*

4. The applicant agrees that any acts or omissions on the applicant's part which constitutes grounds for the termination of a lease and eviction from the premises under the laws of the State of Florida, St. Lucie County or the City of Fort Pierce, shall constitute a default hereunder resulting in the termination of the lease in accordance with the provisions of Paragraph 5 below.
5. In the event this application and the attached lease are approved by the Board and the applicant becomes a lessee, applicant hereunder, as lessee under the attached lease, hereby covenants and agrees that in the event of a default on the part of the applicant, then lessee, with the respect to the terms and conditions of the attached lease or with respect to the terms and conditions of this Application, including without limitation the defaults defined in Paragraph 2,3 and 4 above, that the board, as agent for the owner of the Unit, as provided in the Declaration of Condominium, shall have the absolute and unqualified right in the exercise of its sole discretion, to terminate the lease and the right to evict applicant, then Lessee, from the premises and to re-enter the same forthwith, and applicant, then Lessee, hereby waives any and all defenses to such eviction and re-entry and agrees to hold the Association, its Board and their designees free and harmless from any and all injury or damage, if any, sustained or claimed to have been sustained by Applicant, then Lessee, arising or occurring in any way or manner whatsoever by reason of said termination of the lease, the eviction and/or re-entry, including without limitation of the foregoing the cost of moving expenses; temporary living quarters and any and all other costs and expenses related thereto.
6. The lease must be re-approved at the original expiration date and will not automatically be approved for any additional term without Board approval.