

ARBOR LAKES CONDOMINIUM NO. 4 ASSOCIATION, INC.

RULE – LEASE DAMAGE DEPOSIT REQUIREMENT

As a condition to the Board of Directors of Arbor Lakes Condominium No. 4 Association, Inc. (the “Association”) approving a lease in excess of six months term, the unit owner shall deposit in escrow with the Association’s management company, an amount equal to \$500.00 (the “Damage Deposit”). The Association shall be under no obligation to hold the Damage Deposit in an interest-bearing account, or to otherwise pay interest on the Damage Deposit for the time it is held. The Association may use all or any part of the Damage Deposit to pay the costs and expenses of repairing, cleaning, or replacing any portion of the condominium property, the Association’s property, the condominium building(s) or any property which the Association is responsible to maintain, repair and replace, including the common elements, damaged or destroyed due to the acts or omissions of the unit owner’s lessee/tenant, or a family member, guest, or invitee of lessee/tenant, as determined in the sole discretion of the Board; and to pay the cost of removal and clean-up of any excessive trash/personal property/furniture discarded by the owner’s lessee/tenant, or a family member, guest, or invitee of lessee/tenant. The Damage Deposit shall be separate and apart from any security deposit required under the lease between unit owner and lessee/tenant; and the Unit Owner’s lessee/tenant shall not have a claim or right to the Damage Deposit. Use of all of the Damage Deposit by the Association to make payments in accordance with this Section, shall not preclude the Association from seeking all other remedies against a Unit Owner or its lessee/tenant available under the condominium documents (i.e., the Declaration of Condominium of Malabar) or otherwise. In the event that the Association is required to use the Damage Deposit (or a portion thereof) as contemplated by this subsection, then, upon demand, the unit owner shall deposit with the Association an amount of money necessary to replenish the Damage Deposit to \$500.00. The Board, at a duly noticed and held Board meeting, shall have the right to increase or decrease the foregoing fees and Damage Deposit from time to time in the Board’s sole discretion; provided that said increases do not exceed the maximum amount allowed by applicable law.

The unit owner must provide the Association’s management company with written notice of the date on which said unit’s owner’s lessee/tenant will be moving out of the unit (the “Move-Out Date”), which notice shall be provided not less than 10 days prior to the scheduled Move-Out Date. Failure to provide the Association’s management company with the Move-Out Date may result in a delay in the return of the Damage Deposit. Within thirty (30) days after a unit owner notifies the Association in writing that the lease has expired and/or terminated early and unit owner’s lessee/tenant has actually vacated the leased unit, subject to the Association confirming the same, the Association shall return the Damage Deposit (or the balance thereof) to the unit owner, without interest; subject to unpaid costs and expenses of repairing, cleaning, or replacing any portion of the condominium property, the Association’s property, the condominium building(s) or any property which the Association is responsible to maintain, repair and replace, including the common elements, damaged or destroyed due to the acts or omissions of the unit owner’s lessee/tenant, or a family member, guest, or invitee of lessee/tenant, as determined in the sole discretion of the Board; and to pay the cost of removal and clean-up of any excessive trash/personal property/furniture discarded by the owner’s lessee/tenant, or a family member, guest, or invitee of lessee/tenant.