



NO-SMOKING ADDENDUM

Date: December 17, 2022
(when this Addendum is filled out)



Use of any product(s) involving smoking, burning, or combustion is prohibited in any portion of the apartment and/or entire community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. 201, 11238 SW Village CT
#201

(street address) in
Port St. Lucie
(city), Florida, 34987 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: December 17, 2022
Owner's name: Continental 409 Fund LLC

Residents (list all residents):

Freeman Lewis

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. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, electronic cigarette, hookah, vaporizer, dab pen, juul, bowl, bong, or pipe which can be used to burn, light, vaporize, or ignite a product including, but not limited to, tobacco, marijuana, nicotine salts, THC cartridges, vape liquids, juul pods, oils or any other similar products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke or vapor from such product.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.

All forms of smoking or possession of smoking products is strictly prohibited inside any dwelling, building, or interior of any portion of the Community. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited products or smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking may be permitted only if there are specially designated areas outside the buildings of the apartment community. Smoking must be at least 15 feet from the buildings in the apartment community, including

administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage. The distance referenced above applies on development grounds and may apply even if you are on public property to the extent that your and/or your guest's conduct interferes with other residents' rights to quiet enjoyment of their apartment home and/or the common areas.

Smoking on balconies, patios, and common areas attached to or outside of your dwelling ☐ is ☒ is not permitted. If neither option is selected, then smoking is not permitted on balconies, patios and common areas.

The following outside areas of the community may be used for smoking: Outdoor common areas, may be used for smoking EXCEPT for the pool and garages attached to bldgs 1, 2 & 3. All units in the bldgs listed are smoke-free

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests. We reserve the right to modify or change the designated areas through modification to our community policies upon notification to all residents.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of smoke, vapor, or any other byproduct of the referenced products, which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.

We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of this Addendum is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community’s no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is and/or will be smoke free. Smoking in certain limited outside areas may be allowed as provided above and certain areas may be in close proximity that are not under our control. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are able and/or obligated to investigate and act, and you must thereafter cooperate with us in the prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

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

Resident or Residents
(All residents must sign here)

Owner or Owner’s Representative
(signs here)