

Macedonia Community Development Corporation of South Brevard

LEASE AGREEMENT

TERM		TOTAL LEASE AMOUNT	SECURITY DEPOSIT	# OF OCCUPANTS	SUBJECT PROPERTY
COMMENCEMENT DATE	EXPIRATION DATE				

RESIDENT OF RENTAL UNIT

_____	_____
_____	_____
_____	_____

LESSOR

Name: Macedonia Community Development Corporation of South Brevard

Address: 2729 Lipscomb Street
Melbourne, Florida 32901

TERMS AND CONDITIONS

The Terms and Conditions ("Terms and Conditions") of this Lease Agreement are entered into by Lessor and Resident as of the Commencement Date. These Terms and Conditions and any written agreements incorporated into this Lease Agreement are collectively referred to herein as the "Lease." As used in this Lease, the term "Lessor" shall refer collectively to the entity identified as Lessor and as agents for the Lessor: The term "Resident" shall refer collectively to each of the Occupant(s) identified above and any others living in the Rental Unit (authorized or otherwise) at any time; the term "Guests" shall refer to collectively to any of Resident's or Occupants' guests, agents, or other invitees; and the term "Commencement Date" shall refer to the first day on which both parties have signed and the Commencement Date of the Lease Term identified in this Lease.

Lessor is pleased to rent to Resident, and each Occupant agrees to rent from Lessor, the Premises located at the Rental Unit Address _____, **Melbourne FL 32901**, set forth above, subject to the provisions of the Lease. The "Premises" shall collectively refer to the Rental Unit identified on this Lease as "Rental Unit Address" as well as the lot on which the Rental Unit is located.

- 1. RENT:** Rent shall be **\$00.00** and shall be paid monthly in person or mail delivery in advance by 5:00pm upon the first day of each calendar month, without demand, to Lessor or Lessor's agent at the address which is set forth above or such other address as Lessor may designate in writing. **Mailing or "In the Mail"** does not equate to payment of Rent until received. **Only cashier's check, certified check and money orders** will be accepted in payment of rent and any required deposits, in the exact amount due. The Lessor reserves the right to refuse payments of Rent or any or all the Deposits identified on the Lease in the form of a personal check For Resident's as well as Lessor's protection, payments MAY NOT be made in CASH. **If more than one Occupant is party to this Lease, each Occupant shall be jointly and severally liable and responsible for timely payment of Rent.**

2. **OTHER FEES AND CHARGES:** Lawn Maintenance fee shall be \$ to be paid monthly, at the same time the monthly rent is due in accordance with Paragraph 1 above. Total monthly Rent Plus Lawn Maintenance Fees is \$. Rent and Lawn Maintenance Fee payments must be made each month in one lump sum even if there is more than one Occupant.
3. **LATE PAYMENTS OF RENT AND LAWN MAINTENANCE FEE:** Time being the essence of this Lease, any rent and lawn maintenance fee payments required hereunder shall be deemed delinquent if not received by 5:00pm on the (1st) first day of each calendar month. **A late charge of \$50.00 SHALL BE CHARGED if received after 5:00 p.m. on the evening of the 5th day of the month, and an additional \$50.00 if received after 5:00 p.m. on the evening of the 10th day of the month.** Such a late charge shall be secured by the security deposit provided in this Lease and by the Lessor's lien for rent. In no event shall late charges exceed any maximum that may be provided for by applicable law. All other fees and charges identified in this Lease as well as all contractual fees and charges owed by Resident according to the terms of this Lease and applicable law shall be deemed due from Resident according to the terms of this Lease. All payments shall be due either on demand or as otherwise required by the Lease.
4. **APPLICATION AND ACCEPTANCE OF PAYMENTS.** Payments received by Lessor from or on behalf of Resident shall be applied to satisfy Resident's obligations under this Lease in the order of priority determined by the Lessor, regardless of notations on checks or money orders and regardless of when the obligations arise. Lessor is not obligated to accept rent, unpaid Rent, or any other unpaid amounts, except to the extent required to be accepted by law. If Lessor accepts an amount less than the full amount due, Lessor in no way waives any of its rights and remedies under the Lease or otherwise for unpaid Rent or any other unpaid amounts. To the extent permitted by law, Lessor may, but has no obligation to terminate this Lease if Resident is chronically late with Rent or Other Fees and Charges payments. Chronic late payment is defined as paying Rent to incur late charges under the Rent and Other Fees and Charges paragraphs above (whether assessed or collected) on two occasions. Lessor's acceptance of multiple late payments or Lessor's agreement to forgive a late fee or to otherwise insist upon strict compliance with the terms of this Lease or Lessor's delay in demanding strict compliance with this Lease shall not, constitute a waiver to Paragraph 42 (Waivers) below.
5. **INCOME CERTIFICATION AND COMPLIANCE WITH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) (Addendum I).**
- Resident has represented by income certification to Lessor that the Resident meets the income guidelines established for this Rental Unit or is otherwise eligible to rent the Premises under applicable law.
 - In the event of any material misrepresentation made by the Resident with respect to the household income or number of persons living within the Premises, this Lease will immediately be terminated and the Resident consents to its immediate eviction for failure to qualify as an eligible household.
 - Resident agrees that its household must **ANNUALLY** represent continued eligibility by income certification. Resident agrees to comply with all required methods of income verification imposed by Lessor and agrees to do so prior to the expiration of the current Lease term. **If Resident fails to comply with the annual income certification process, this Lease will immediately be terminated and the Resident consents to his/her immediate eviction for failure to qualify as an eligible household.**
 - Resident understands that Resident's occupancy in the Rental Unit is contingent upon meeting guidelines and regulations of the *HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)* eligibility guidelines, including cooperation with annual income certification. **Should Lessor discover at any time that the Resident no longer meets eligibility requirements, has misrepresented information, provided false information or failed to provide proper documentation, or that unauthorized household members are living in the Rental Unit, this constitutes a material violation of the Lease and Resident's tenancy would be subject to immediate termination, regardless of whether any inaccurate information provided by the Resident was intentional or unintentional.**
 - Resident understands the requirement to notify Lessor immediately of any change in household composition or income and no additional adult occupant may move-in unless pre-qualified by *HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)* eligibility guidelines and the Resident Selection Criteria. Resident also understands that the Lessor has the right to request additional documentation from Resident at any time during tenancy to ensure that Resident's eligibility has been properly determined. In the event of any material misrepresentation made by the Resident with respect to the household income or number of persons living

with the Premises, this Lease will immediately be terminated and the Resident consents to his/her immediate eviction for failure to qualify as an eligible Resident.

- f. Resident understands that Rental Units occupied by full-time students are not allowed under *HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)* guidelines unless household meets exceptions provided under such program. Lessor must be notified at the time of initial certification and thereafter immediately of student status and any change in student status of all household members including minors. If the Resident fails to meet all student status requirements. Residents will be deemed unqualified households and will be subject to immediate Lease termination.
 - g. Residents are required to provide current license plate numbers at the beginning of each lease and within 30 days after any changes to the license plate.
 - h. Resident are required to provide current license plate numbers for any additional vehicle parked at the resident for more than 15 days.
6. **DEFAULT.** If Resident fails to pay any Rent when due, or to perform any other obligation under the terms of this Lease, then the obligation of the Lessor to the Resident created by this Lease shall, at the option of the Lessor, cease; and the Lessor after first fully complying with all necessary legal requirements may re-enter the Rental Unit and remove all persons there from.
7. **DELAY IN DELIVERY OF POSSESSION.** If Lessor does not deliver possession of the Premises on or before the Commencement Date of the Lease Term for any reason, Lessor shall not be liable for failure to deliver possession on that date, but that portion of Resident's Rent for the undeliverable Premises payable under this Lease shall be abated on a per diem basis until Lessor delivers possession to Resident. Rent abatement does not apply if delay is for cleaning or repairs that do not prevent Resident from occupying the Rental Unit or for any undeliverable Premises (other than the Rental Unit) if Lessor has offered to Resident to substitute Premises of comparable location and quality at no additional cost to Resident.
8. **TERM.** The term of this Lease shall commence on _____ and shall terminate on 03 (the "Lease Term"). In no event shall the Lease Term be less than or more than twelve (12) consecutive months in duration. Rent from the commencement date through the last day of the month shall be prorated and shall be paid in advance on the day of move in.
9. **SECURITY DEPOSIT.**
- a. Resident has deposited with Lessor a total security deposit in the amount of \$1,200.00 (the "Security Deposit"). The Security Deposit set forth above shall secure the performance of the Resident's obligations, covenants and agreements made under this Lease. Lessor shall have the right, but not the obligation, to apply the Security Deposit in whole or in part in payment of any unpaid rent or other amounts due because of an unperformed obligation, covenant, or agreement by Resident. Resident's liability is not limited to the amount of the Security Deposit. On termination of the Lease and full payment of all amounts due and performance of all Residents obligations, covenants, and agreements (including surrender of the Rental Unit in accordance with this Lease) the refundable portion of the Security Deposit or any portion thereof remaining unapplied shall be sent to Resident's forwarding address in a timely manner. ***Resident shall not have the right to apply the Security Deposit in lieu of payment of last month's rent.*** Prior to vacating any Rental Unit by any Resident, the Rental Unit must be inspected by Lessor and the Resident. Failure to comply with this covenant by the Resident shall be just grounds for the retention of the entire Security Deposit by Lessor upon proper notification to Resident as required by law.
 - b. ***By execution of the Lease, Resident acknowledges receipt of and having read the provisions of Section 83.49(3) Florida Statutes, as set forth on Exhibit A attached hereto and incorporated herein by reference.***
10. **ABANDONMENT.** In the event that the Resident shall be absent from the Rental Unit for a period of half (½) the rental payment increment (typically half [½] of a month) in consecutive days while in default and/or the Resident has not notified Lessor of such absence; Resident shall, at the option of the Lessor, be deemed to have abandoned the Premises and any property left on the Premises shall be abandoned and may be disposed of by Lessor as she/he shall see fit. In the event a court decision on the rights of the parties has been made, or a notice has been provided to the resident b the Lessor, all property on the Premises is hereby subject to a lien in favor of Lessor for payment of all sums due hereunder to the maximum extent allowed by law. Upon the surrender or abandonment of the Rental Unit, the Lessor shall not be liable or responsible for storage or disposition of the

Resident's personal property. By signing this Lease, the Resident agrees that upon surrender, abandonment, or recovery of possession of the Rental Unit due to death of the last remaining Resident as provided by chapter 83, Florida Statutes, the Lessor shall not be liable or responsible for storage or disposition of the Resident's personal property. _____ **Resident's Initials**

11. **RELETTING, TERMINATION.** If Resident vacates or abandons the Rental Unit or breaches any covenant, addendum, or agreement of this Lease, then the Lessor or the Lessor's agent may re-enter the same, either by force or otherwise, and relets the Rental Unit without releasing Resident from any liability under this Lease. Upon any termination of this Lease, Resident's right to possession of the Rental Unit shall immediately be surrendered to Lessor or the Lessor's agent or any such new resident of Lessor. Resident shall on demand pay all deficiencies of the rent on reletting which is not sufficient to satisfy the Rent provided in the Lease and in addition pay all expenses of reletting, including decorating, repairs, and replacements. If this Lease is terminated prior to the expiration date, then in addition to any other rights and remedies available to Lessor, Lessor shall be entitled to adjust and retain any security deposit provided for in paragraph 9 herein upon proper statutory notification to Resident. Resident agrees to such retention as liquidated damages under this Lease.
12. **TERMINATION AT END OF LEASE PERIOD.** If Resident intends to vacate the Rental Unit upon the Expiration Date of the Lease Term, the Resident is required to provide Lessor or Lessor's agent with a thirty (30) day written notice ("Notice to Vacate") of any intention to vacate the Rental Unit prior to or at the expiration date of this Lease. Such Notice to Vacate does not release Resident from performing any other obligations under Lease. The Resident is obligated to provide Lessor or Lessor's agent, in writing, a correct mailing address for the purpose of providing legally required notices to Resident. Due to the regulations and requirements that govern the operations of Section 42 of the IRS code, a Resident who fails to recertify prior to the expiration of the Lease will be served a 30-day notice to vacate and be subject to legal eviction. If Lessor intend not to renew the lease, the Lessor shall provide Resident a thirty (30) day written notice of Non-Renewal of lease.
13. **IMPROPER NOTICE FEE.** If Resident vacates or abandons this Rental Unit prior to the expiration of this Lease, for any reason other than Rental Unit becoming uninhabitable due to conditions not caused by Resident, without giving Lessor or Lessor's agent at least a thirty (30) day, written notice of such intent, the Lessor shall be entitled to impose and collect an IMPROPER NOTICE FEE equal to one month's rent. This fee shall be in addition to all other monies due under the terms of this Lease and shall not release Resident from all obligations hereunder, nor shall the imposition and collection of said fee interfere with Lessor's rights to collect the entire balance due under the terms of this Lease.
14. **SURRENDER OF RENTAL UNIT.** At the termination of this Lease, Resident shall yield up immediate possession to Lessor and deliver all keys to Lessor or Lessor's agent at the place where rent is payable.
15. **PETS/ANIMALS.** No pets allowed (even temporarily) anywhere in the rental unit. Lessor reserves the right to terminate occupancy and Lease rights at any time by giving Resident(s) 7 days written notice to remove pet(s) from the Rental Unit. The Resident(s) agree that keeping a pet of any kind, shape or type on the Premises is valid reason for Lessor, if they choose, to revoke the Lease and occupancy, and further, does hereby agree to immediately vacate upon notice to do so.

Assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities. There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a "support animal"). Lessor must request and receive approval for reasonable accommodation (under HUD Handbook Chapter 2-2-44) for a service animal or therapeutic emotional support pet in writing. An animal that does not qualify as a service animal or other type of assistance animal is a pet for purposes of the Fair Housing Act and may be treated as a pet for purposes of the lease and the Lessor's rules and policies. Lessor may exclude or charge a fee or deposit for pets in its discretion and subject to local law but not for service animals or other assistance animals.

16. **FALSE APPLICATION.** The application for this Lease and all representations and promises contained therein are made a part of this Lease. Resident represents warrants and agrees that the information given by Resident in the application is true and correct. If any information given by Resident to Lessor is materially false, misleading, or incomplete, or if Resident fails to notify Lessor of any such change, Resident shall be in default under this Lease and Lessor may at Lessor's option terminate this Lease.

- 17. DISCLOSURE OF INFORMATION.** To the extent permitted by applicable law, Lessor may provide information on Resident or on Resident's history to a third party for law-enforcement, governmental or Lessor's business purposes. If such information is requested by or on behalf of Resident, Lessor may charge Resident an administrative service fee for complying with such request.
- 18. CO-TENANCY.** If more than one person executes this Lease as a Resident, their obligations hereunder are joint and several, and any act or notice of or to, or refund to, or the signature of any one or more of them in relation to the termination of this Lease, or under or with respect to any of the terms hereof, or any default hereunder shall be fully binding upon each and all the persons executing this Lease as a Resident. The Lessor or Lessor's agent or representative hereunder may exercise all rights of the Lessor.
- 19. NOTICES.** Any notice from Lessor to Resident shall be deemed delivered when deposited with the U.S. Postal Service, addressed to the Rental Unit Address identified on the Lease, first class postage prepaid; when sent certified mail, return receipt requested; or personally handed to Resident or anyone in the Rental Unit; or left at the Rental Unit in Resident's absence attached to the outside of the door in a manner allowed by applicable law. Any notice from Resident shall be deemed delivered when deposited with the US Postal Service, addressed to the Lessor, certified mail, return receipt requested or personally delivered to an employee of Lessor at the Lessor's Address set forth on the first page of this Lease during normal business hours (this is not applicable to Rent payments).
- 20. CONDITION OF RENTAL UNIT/UPKEEP.** Resident agrees that no representations or warranties as to the condition of the Rental Unit and all appurtenances have been made and no promise to redecorate, alter, repair, or improve the Rental Unit and appurtenances has been made unless otherwise specified in writing and signed by the Lessor or Lessor's agent. The Resident shall be responsible for ensuring the entire non-grass yard area is kept free of debris and in good clean order. The Resident also agrees to allow the Landlord to set the timer on the irrigation system to operate under the government lawn watering guideline. Any personal property damaged, due to the negligence of the resident, by the irrigation system is the resident responsibility.
- 21. USE OF RENTAL UNIT.**
- a. The Rental Unit shall be occupied and used exclusively as a private residential household for only the Resident(s) named above and for no other purpose without written consent of the Lessor. Conducting any kind of business in the Rental Unit or on the Premises is prohibited; provided however, that any lawful business conducted "at home" by computer, mail or telephone is permissible if customers, clients, patients, or other business associates do not come to the Rental Unit or Premises for business purposes. Any such business must be conducted in accordance with applicable laws.
 - b. If the Rental Unit is occupied by any other person(s) for more than seven days, consecutive or otherwise, in any one month, such person(s) shall be deemed an occupant and is subject to all occupancy standards and requirements set forth by Section 42 of the IRS code. The potential occupant must be reported to Lessor immediately and apply for residency.
 - c. Lessor reserves the right to require any such person(s) to complete an application, which shall be subject to approval by Lessor, which approval, Lessor may withhold in its absolute discretion.
 - d. If Lessor consents to the occupancy of the Rental Unit by such other person(s), Resident and such additional person(s) must enter a new lease, which will expire the same term end date as the current Lease, for the Premises prior to the occupancy by such additional person(s).
 - e. Resident must notify Lessor in writing if absent for more than 14 consecutive days,
 - f. Resident shall not interfere with the rights of other Rental Units or neighbors. Regardless of the time of day, no noise disturbances, including but not limited to the playing of loud music shall be audible beyond the interior of Resident's Rental Unit.
 - g. Resident shall not use or permit the Premises to be used for any illegal, immoral, or improper purposes.
 - h. **Smoking is Prohibited.** No smoking is allowed anywhere in the rental unit. This includes the garage and porch.
- 22. ASSIGNMENTS, SUBLETTING.** Resident shall neither sublet the Rental Unit or any part thereof nor assign this Lease nor permit by any act of default of himself/herself or any person transfer of Resident's interest by operation of law, not offer the Rental Unit nor any part thereof for Lease or Sublease without, in each case, the written consent of Lessor. If Lessor consents to such transfer, Resident shall not be relieved of any of its obligations under this Lease unless expressly released from such obligations in writing by Lessor or Lessor's agent.

23. **RIGHT TO EXCLUDE.** Lessor may exclude from the Premises any Guest or Resident who violates this Lease or any of the Rules and Regulations or disturbs other residents, occupants, any of their guests, agents or other invitees or Lessor's employees or agents. Lessor may also exclude from the Premises a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant or a guest, agent or other invitee of a specific resident or occupant in Rental Unit.

24. **DRUG/CRIME FREE COMMUNITY.** In consideration of the execution or renewal of the Lease, Lessor and Resident agree as follows:

- a. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance.
- b. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the Premises.
- c. Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity a member of the household, or a guest is.
- d. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession, or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the Premises or otherwise.
- e. Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle on the Premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the Premises, or any breach of the Lease that otherwise jeopardizes the safety or welfare or any persons.
- f. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR THE TERMINATION OF TENANCY. A single violation of any of the provisions of this section shall be deemed a serious violation and material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, but shall be a preponderance of the evidence.**
- g. In case of conflict between the provisions of this section and any other provisions of the Lease, the provisions of this section shall govern.

25. **SECURITY.**

- a. Lessor does not promise, warrant, or guarantee the safety or security of resident or his/her personal property against the criminal or negligent actions of other residents or third parties. Crime can and does occur at Rental Unit communities. Each resident has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings.
- b. No security system, controlled access gate, fence, gate, door, window, courtesy patrol, or electronic security device if provided can guarantee complete protection against crime. Even elaborate security systems are subject to mechanical malfunction, tampering, human error, or personnel absenteeism, and can be defeated or avoided by clever criminals. Controlled access gates frequently are non-operational as they are often damaged by vehicles, therefore, residents should always proceed on the assumption that they do not exist. Windows can be broken, locks can be defeated, and fences can be climbed or damaged to allow access. The best safety measures are those precautions that can be performed as a matter of common sense and habit.
- c. Resident agrees to notify Lessor promptly and in writing of any problem, defect, malfunction or failure of door locks, window latches, lights, controlled access gates, and any other access related device.

26. **RESIDENT'S INSURANCE.** Resident(s) understands that the Lessor's insurance policy on the dwelling does not cover, the Resident, guests, licensees, and invitees etc., against theft, liability, acts of God, or damage to personal belongings. It shall be Resident's responsibility to obtain fire, extended coverage, and liability insurance with respect to the personal contents of the Resident on the property, as well as to protect Lessor from liability because of actions on the part of the Resident or their guests, invitees, or licensees. Lessor shall not be liable for any

damage or injury to Resident, or any other person, or to any property, occurring on the Premises or in the Rental Unit, or any part thereof, and Resident agrees to hold Lessor and Lessor's Agents harmless from any claims for damages no matter how caused. The Florida Landlord Tenant Act requires Residents who have approved waterbeds to purchase insurance and provide proof thereof.

27. **EQUIPMENT.** The Resident shall use all equipment provided by the Lessor only in a safe and nondestructive manner, and in the event of temporary interruption of electric, gas, water or trash removal service, or a failure or breakdown of the heating, air-conditioning, kitchen appliances, plumbing or electrical equipment, the Lessor shall not be liable to the Resident. The repair of kitchen appliances and plumbing shall be at the expense of the Lessor. The Resident shall notify the Lessor or Lessor's agent of such interruption or failure and the Lessor shall make repairs with reasonable promptness, and rent shall not abate during said periods.
28. **ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES.** Resident shall not paint, paper, or otherwise redecorate or make any alterations or additions nor install nor maintain in the Rental Unit or any part of the building, interior or exterior, appliances, or devices of any kind without written consent of Lessor or Lessor's agent and on the terms and conditions specified in such written consent. All alterations, additions, and fixtures (including locks and bolts) shall remain as part of the Rental Unit unless Lessor or Lessor's agent otherwise elects. Resident shall refrain from placing any signs, pictures, photographs, or any other objects upon the walls or ceilings of the Rental Unit except with the written consent of the Lessor. Residents should contact the Lessor or Lessor's agent of malfunctioning appliances within (7) days of malfunction, or (15) days, if Resident has an authorized absence of the property. Cost of correction or repair will be charged to the Resident if it was found to be negligence on the Resident's behalf.
29. **PERSONAL PROPERTY.**
- a. The Lessor shall not be liable for any damages or losses to persons or property caused by acts or omissions of other Residents or any person claiming through Resident, nor shall the Lessor be liable for personal injury or damage or loss of the Resident's personal property from theft, vandalism, fire, rising water, water leaks, or seepage from any source, rainstorms, smoke, explosions, sonic booms, or other causes whatsoever. In the event the Lessor provides or allows the Resident to store personal property on the Premises, the Resident accepts all risk of loss or damage and agrees to hold the Lessor harmless there from. The Resident is aware of their right to obtain their own insurance to protect himself/herself and his/her property from all the above occurrences.
 - b. All goods and personal property of any kind in and upon the leased Premises shall be the sole responsibility of the Resident, and in no event shall the Lessor be liable for any loss or damage to said goods or property for any reason. Any equipment, fixtures, goods, or other property of the Resident not removed by the Resident upon termination of this Lease, or upon vacating or abandoning the Rental Unit, or upon the Resident's eviction, shall be considered as abandoned property and the Lessor shall have the right to sell or otherwise dispose of that property according to the laws of the State of Florida.
30. **ABANDONED PROPERTY.** By signing this Lease, the Resident agrees that upon surrender or abandonment as defined by Chapter 83 FLORIDA Statutes, the Lessor shall not be liable or responsible for storage or disposition of the Resident's personal property. In the event a court decision on the rights of the parties has been made, or a notice has been provided to the Resident by the Lessor, all personal property of the household members may by the Lessor take, be disposed of, or sold.
31. **DAMAGES.** The Resident agrees to be fully responsible for any breakage, damage, destruction, and/or soil or dirt which they cause, or which occurs during the term of this Lease, without regard to whether the same shall have been caused by the acts of the Resident, or by the Residents servants, employees, agents, visitors, or pets. The Resident shall reimburse the Lessor for all expenses, damages, or costs incurred by the Lessor by reason of said breakage, damage, destruction and/or soil. The Lessor shall cause all repairs for which the Resident is responsible to be done at the Resident's expense. If the Resident fails to comply with this Lease, which noncompliance can be remedied by repair, replacement of a damaged item, or cleaning, and the Resident fails to comply as promptly as conditions require in the case of emergency or within fifteen (15) days after written notice by the Lessor specifying the breach and requiring the Resident to remedy within the period of time, the Lessor may enter the Rental Unit and cause the work to be done in a workmanlike manner and thereafter submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof, as rent on the next date is due, or if this Lease has terminated for immediate payment. The Resident further agrees to maintain the

plumbing of said Rental Unit free from stoppage and leakage, and if the plumbing of said Rental Unit is obstructed or does leak for any reason, the Resident shall be responsible for any repairs as a direct result of the Residents negligence, all other plumbing repairs are the responsibility of the Lessor. In addition, if they and the Resident fail to promptly notify the Lessor or Lessor's agent, then, in that event, any damages resulting because of the Resident's failure to notify the Lessor shall be paid by the Resident. No oils, grease, Liquid Plumber, Drano, Clorox, or other poisonous, harmful, or dangerous material shall be poured down any plumbing. The Resident is further obligated to give prompt written notice of any defects or breakage in the structure, equipment, or fixtures of said Rental Unit to the Lessor.

32. MOLD AND MILDEW

- a. **MOLD:** Mold consists of naturally occurring microscopic organisms that are reproduced by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. Mold removal is the responsibility of the Resident.
- b. **CLIMATE CONTROL:** Resident(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the Premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. LESSOR RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF THE UNIT HAS AIR CONDITIONING.
- c. **SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Resident agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.
- d. **TERMINATION OF TENANCY:** Lessor or agent reserves the right to terminate the tenancy and RESIDENT(S) agree to vacate the Premises in the event Lessor or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to RESIDENT(S) or other persons and/or RESIDENT(S) actions or inactions are causing a condition which is conducive to mold growth.
- e. **INSPECTIONS:** RESIDENT(S) agrees that Lessor may conduct inspections of the unit at any time with reasonable notice. A reasonable notice is seventy-two (72) hours or a three (3) day notice, unless the inspection is deemed an emergency.
- f. **VIOLATION:** IF RESIDENT(S) FAIL TO COMPLY, Resident(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Resident(s) failure to notify Lessor or Agent of any mold, mildew, or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and Lessor or agent shall be entitled to exercise all rights and remedies it possesses against RESIDENT(S) at law or in equity and RESIDENT(S) shall be liable to Lessor for damages sustained to the Leased Premises. RESIDENT(S) shall hold Lessor and agent harmless for damage or injury to person or property because of RESIDENT(S) failure to comply with the terms of this Lease.
- g. **HOLD HARMLESS:** If the Premises is or was managed by an agent of the Lessor, RESIDENT(S) agree to hold Agent and its employees harmless and shall look solely to the property Lessor in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

33. **FIRE AND CASUALTY.** If the Rental Unit becomes DAMAGED OR uninhabitable by reason of fire, explosion or other casualty, Lessor may, at his option, terminate this Lease or repair the Rental Unit within one hundred twenty (120) days. If Lessor does not repair the Rental Unit within this time, or if the building is wholly destroyed, the term hereby created shall cease and terminate, if Lessor elects to repair the Rental Unit, the rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of re-occupancy, provided that during repairs Resident has vacated the Rental Unit and removed Resident's possessions if required by Lessor. The date of re-occupancy shall be the date of notice to Resident that the Rental Unit is ready for occupancy.

34. **EMINENT DOMAIN.** If the whole or any part of the building or the Rental Unit is taken or condemned by any competent authority for any public use or purpose, the term of this Lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purpose, and without appointment of the

award. Resident shall have no right to appear and defend in any suit brought by such competent authority and resident shall have no right in any award. The current rent shall be apportioned as to the date of such termination.

35. **PARKING.** Resident is hereby authorized to use the parking (driveway) space on the property. Lessor may terminate Resident's use of all parking space(s) as well as terminate the Lease if Resident, Occupant, or any of their Guests violate the following provisions:
- Resident shall use each parking space for a passenger vehicle.
 - Passenger vehicles will be parked only in areas that are designated for parking and shall not be parked in the front yard, side yard or back yard.
 - Resident shall not use any parking space for storage of any kind
 - Resident shall not use any parking spaces for recreational vehicles.
 - Resident shall not use any parking space or yard, to park a vehicle that is inoperable, leaks fluid onto the pavement, is unsightly, is a safety hazard or has an expired license plate.
 - Resident agrees that the use of the parking space shall be at the sole risk of the Resident.
 - Subject to Local Law, INOPERABLE, ABANDONED, OR UNAUTHORIZED VEHICLES WILL BE TOWED at the vehicle owner's expense after a 24-hour notice is posted on the vehicle.
 - Resident agrees to hold Lessor harmless and indemnify Lessor if such towing is required for the vehicle of Resident, Occupants, or their Guests.
 - Resident agrees that no commercial vehicles shall be parked at residence.

Automobiles and Parking

- This includes all types of motor vehicles such as cars, motorcycles, and vans.
- All motor vehicles must have a current registration and license plate.
- Vehicles must comply with all State and City Ordinances.
- At no time should vehicles of any type be parked on the sidewalks, curbs areas or grass. Please Note: Any vehicle in violation of this ruling will be subjected to a \$10.00 parking violation for each time it is noticed by the owner.
- The Owner or lessee of rental property, or any person authorized by Owner or lessee, may cause any vehicle parked on such property without permission or in violation of the Rules and Regulations, to be towed at vehicle owner's expense, without liability for the cost of removal, transportation storage or damages caused by such removal, transportation, or storage.

36. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
37. **SMOKE DETECTORS.** During the Lease Term, Resident shall test each smoke detector in the Premises monthly using the test button. Resident shall immediately replace dead or low batteries at Lessor's expense. Residents must immediately report smoke detector malfunctions or deficiencies to Lessor. Neither RESIDENT NOR OTHERS MAY DISABLE ANY SMOKE DETECTOR on the Premises. Any resident or guest who is responsible for DISCONNECTING OR DISABLING a smoke detector within the Rental Unit will be subject to a fine of \$100 per smoke detector to be paid to the MACEDONIA CDC.
38. **APPLICABLE LAW.** This Lease shall be interpreted in accordance with the Florida Residential Landlord and Resident Act as set forth in Chapter 83, Florida Statutes. In the event any covenant or agreement of this Lease between the Lessor and Resident is deemed unenforceable by any court of competent jurisdiction, all remaining covenants, or agreements shall continue to be in full force and effect.
39. **LEGAL FEES.**
- If either the Lessor or the Resident is compelled to enforce the terms of this Lease by legal action, then, in that event, the prevailing party in any dispute shall be entitled to receive payment of his attorney's fees and court costs by the losing party.
 - If the resident shall fail to comply with any of the conditions or requirements of this Lease and the Lessor performs such conditions or requirements of this Lease and the Lessor performs such conditions or requirements at his own expense, then, in that event, the resident will be obligated to reimburse the Lessor for

any necessary cost and expense incurred by the Lessor.. The Lessor is obligated to provide to the Resident notice of any default by the Resident that can possibly result in an expense to the Resident.

40. MISCELLANEOUS.

- a. The parties herein agree that all terms, covenants, and agreements of this Lease to be performed by resident shall be deemed to be and are "material provisions" of this Lease.
- b. This Lease is subject and subordinate to the lien of mortgage or mortgages now or at any time hereafter placed on Premises.
- c. All rent increases must be approved by Macedonia CDC President, prior to rental increase notice. Lessor may, on giving thirty (30) days written notice, change any written terms of the Lease including but not limited to the monthly rent when the Lessor experiences increases in government services and/or levies. In the event of a rental increase only, the resident may elect to terminate this Lease rather than pay the new rent but must give the Lessor thirty-day written notice of intent to vacate.
- d. The parties hereto agree that proper venue for any action brought by either party of this Lease against the other for the enforcement of the covenants and agreements herein, other than an action for possession of the Rental Unit shall, unless waived or altered by mutual agreement, be in the court of proper jurisdiction.
- e. Resident's obligation to pay rent during the term or an extension thereof or any holdover residency shall not be waived, released, or terminated by the service of any notice, demand for possession, notice of termination of residency, institution of any action, enforceable detainer, ejectment, or for any judgment for possession or any other act or acts resulting in termination of Resident's right of possession.
- f. Lessor's rights and remedies under this Lease are cumulative. The use of one or more thereof shall not exclude or waive any other right or remedy.
- g. Except as provided by statute, the payment or receipt of rent shall not waive or affect any such notice, demand, suit, or judgment or in any manner waive, affect, change, modify, or alter Lessor's rights or remedies.
- h. Except as provided by statute, the acceptance by Lessor of rent after it falls due or after knowledge of any breach of this Lease by Resident or the giving of any notice or making of any demand or any other act by Lessor other than a specific waiver or election, shall not be construed as a waiver of any rights of Lessor under this Lease or as an election not to proceed under the provisions of this Lease.
- i. Lessor is obligated to pay all county, municipal, and school district real estate taxes assessed and levied against the Premises.
- j. Lessor or Lessor's agent is obligated to provide to the Resident notice in writing of any defaults by the Resident or of the Lessor's intention to terminate the Lease for any reason.

41. RIGHT TO ENTER. Lessor, or Lessor's agent and any other person authorized by the same shall at any time have the right of free access during the Term to inspect, repair, alter, or exhibit the Rental Unit with 24 hours' notice or in the case of an emergency can enter the unit immediately, AND at any time within (90) days prior to the end of the Term to exhibit the Rental Unit for rent and affix "For Rent" signs in such places as Lessor or Lessor's agent shall determine all without interference of any kind and regardless of consent by Resident or others.

42. WAIVERS. Lessor's failure to insist upon strict compliance with the terms of this Lease or Lessor's delay in demanding any amounts due under this Lease shall not constitute a waiver of its right to act on future demand of amounts due under this Lease. Resident's obligation to pay Rent during the Lease Term, shall not be waived, released, or terminated by the service to Resident of any notice, demand for possession, notice of termination of tenancy, institution of any action of forcible detainer, or any other act which might result in termination of Resident's right of possession. Unless otherwise restricted by law, the Lessor's acceptance of Rent after it falls due or after knowledge of a default under this Lease nor an election not to proceed under any provision of this Lease or the law does not constitute a waiver. Lessor's rights and remedies under this Lease are cumulative and the use of one or more remedy shall not exclude or waive Lessor's right to other remedies.

43. POLICIES AND PROCEDURES. Attached hereto and incorporated herein are a set of Rules and Regulations (Addendum II) applicable to the Premises. A breach of any Rule or Regulation by the Resident shall constitute a breach of this Lease.

44. SEVERABILITY. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, statutes, ordinances, or regulations effective during the Lease Term, then in lieu of each such clause or provision, there shall be added as a part of this Lease a clause or provision legal, valid, and enforceable, if

possible or such clause or provision shall be ineffective to the extent of such illegality, invalidity, or unenforceability only. In any case, the remainder of the Lease shall not be affected.

45. **ENTIRE WRITTEN AGREEMENT.** This Lease and its Addenda Exhibits and/or Amendments contain all the terms and conditions agreed upon between the parties, there being no oral representations, representations, or agreements made by Lessor or Lessor's Agent. The entire agreement between the parties is in this written agreement and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by an authorized representative of Lessor and by each Resident. There are no oral understandings, terms, and conditions and neither party has relied upon any representations, express or implied, not contained in this Lease.
46. **SUBORDINATIONS OF LEASE.** This Lease (or rental agreement) shall be expressly subordinate to any note, deed of trust or other security instrument on the subject property.
47. **VANDALISM.** Resident(s) hereby agree to immediately report all vandalism of the property to the proper authorities, i.e., police and/or sheriff's department, upon notice/awareness thereof. Resident(s) are held responsible for all unreported vandalism to their Rental Unit and hereby agree to pay all costs incurred for repair.
48. **ADDITIONAL DOCUMENTATION.** Both parties acknowledge and agree that this Lease incorporates and includes, Addendum I - the Income Certification; Addendum II - the Rules & Regulations; Addendum III - the HOME Investment Partnership Program Lease; Addendum IV the Section 8; Exhibit A - the Section 83.49(3) of the Florida Statutes; Exhibit B - the Application for Residency; Exhibit C - A default or breach of any term or condition contained in any of the aforementioned documents shall constitute a default or breach of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Resident

Date

Resident

Lessor

Date

Macedonia Community Development Corporation of South Brevard

Addendum I

INCOME CERTIFICATION ADDENDUM

Resident has represented by Income Certification to Lessor that the Resident is a very low or low-income household at or below 80% AMI (whichever is applicable to the Rental Unit) or is otherwise eligible to rent the Premises under applicable law. In the event of any material misrepresentation made by the Resident with respect to the Income Certification, this Lease will be immediately terminated and the Resident consents to his/her immediate eviction for failure to qualify as a very low- or low-income household or otherwise eligible household. If applicable, and due upon request from Lessor, Resident agrees to provide Lessor with income certifications, employment verifications and any other related documents reasonably required by Lessor. If Resident fails to timely provide to Lessor any of these required documents, Resident's failure shall be deemed a material and serious violation of this Lease and shall be cause for Resident's Lease termination by seven (7) days' notice, without opportunity to cure, pursuant to Florida Statutes 83.56(a).

Residents will be presented with an (120 days) Initial Notice; (90 days) First Reminder; (60 day) Second Reminder; and a (30 day) Final Reminder, if needed. Resident lack of response in a timely manner (if applicable) gives Lessor the right to implement any rent increase resulting from the recertification without providing Residents a 30-day written notice.

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Lessor

Date

Macedonia Community Development Corporation of South Brevard

Addendum II

Rules & Regulations Addendum

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Rules & Regulations Addendum

1. Drug- Free Community

This community prides itself on being "drug free." We are pledged to cooperate with law enforcement officials to prohibit the sale, distribution or use of drugs or illegal substances within our rental community. The violation of any local, state, or federal laws concerning this will cause immediate termination of your lease, and the loss of any deposits. We will provide evidence to aid the prosecution of drug offenses. Violation of this provision shall be a material violation of the lease and good cause for termination of residency.

2. Rent Payments

- All payments are to be made by cashier's check, certified check, or money order.
- All payments are to be made payable to Macedonia CDC.
- Please be sure to include your name AND address on all payments.
- Rent is due on or before the first of each month and is recorded as **LATE** if not received before the end of office hours on the 5th of each month. **Rent received after 5:00pm on the fifth day of each month must include a LATE FEE (\$50.00) and an additional \$50.00 if received after 5:00 p.m. on the evening of the 10th day of the month**
- Please mail your rental payment to Macedonia CDC, P.O. BOX 482, Melbourne FL 32902
- 3-day legal notices will be sent out to all residents who have not paid their rent by the 10th. All rent plus all late fees not paid by the end of the legal notice may be turned over for collection and eviction proceedings **WILL** commence.

3. Maintenance / Emergency

- Service requests are to be made by phone or in writing to Macedonia Maintenance.
- Maintenance hours are weekdays from 9:00am – 4:30pm.
- In case of emergency, call Kathy Gaines (321) 432-9143 who will contact the appropriate personnel. It is not our policy to make appointments for service work.
- In cases where abuse or improper items cause malfunctions or objects are placed in the plumbing fixtures, a charge to the resident will be made for the cost of parts and labor to the equipment.

Emergency Maintenance Consists Of:

No heat if below 50 degrees.

No hot water.

No air conditioning if above 85 degrees.

No electricity to the unit.

No refrigeration.

Any condition that could potentially cause fire.

Plumbing leaks that could cause damage.

4. Lock Outs / Lost Keys

If you find it necessary to have authorized personnel unlock your rental unit after business hours, you will be charged a fee of \$25.00 until 9:00 pm. After 9:00 pm the cost will be \$60.00, payable at time of entry (to be paid in cash to the representative that authorizes your entry). **Proper identification will be required at the time of entry.** Residents are prohibited from altering, replacing, changing, or adding to any locks installed on the doors of the rental unit. Management can change your lock for following

charges: Deadbolt \$65.00 each door; Doorknob lock \$30.00 each door; payable at the time the lock is changed. The cost of additional keys is \$5.00 per key.

5. Automobiles and Parking

- All motor vehicles must have current registration. This includes cars, motorcycles, and vans.
- At no time should vehicles of any type be parked on the sidewalks, curbs areas or grass. Please Note: Any vehicle in violation of this ruling will be subjected to a \$10.00 parking violation for each time it is noticed by the owner.
- All vehicles must have a license plate and be in working condition. Vehicles must comply with all State and City Ordinances. Parking on grass, curb areas, fire lanes are not permitted.
- The Owner or lessor of rental property, or any person authorized by Owner or lessor, may cause any vehicle parked on such property without permission or in violation of the Rules and Regulations, to be towed at vehicle owner's expense, without liability for the cost of removal, transportation, storage, or damages caused by such removal, transportation, or storage.

6. Pest Control

- Pest control is a mandatory service, and the rental unit is serviced on a regular basis. If you have a special problem with pests, notify Kathy Gaines (321) 432-9143. The exterminator will pay special attention to your rental unit on their next visit. Residents are asked to assist in pest control by maintaining a high standard of good housekeeping. Keep all food covered and put away. All bathrooms and kitchen areas must always be kept clean. If your rental unit is found to be in an unsanitary condition, we reserve the right to issue a 7-day Notice-To-Cure.

7. Trash / Littering

The attractiveness and appearance of each rental property is especially important to us. Residents who are found to have improperly disposed of their garbage anywhere on the property other than a trash receptacle, will be subject to a fine. This includes trash left outside your front door. First time violation will receive a written notice, the 2nd violation will cause a \$25.00 fine per bag.

8. Good Neighbor Policy

If you are aware of or observe unusual activity on the property, please report it to both the police department and the Property Management. We will work closely with the Palm Bay Police Department because we want to ensure everyone lives where they feel safe and secure.

9. Pets/Animals.

No pets allowed (even temporarily) anywhere in the rental unit. Lessor reserves the right to terminate occupancy and Lease rights at any time by giving Resident(s) 7 days written notice to remove pet(s) from the Rental Unit. The Resident(s) agree that keeping a pet of any kind, shape or type on the Premises is valid reason for Lessor, if they choose, to revoke the Lease and occupancy, and further, does hereby agree to immediately vacate upon notice to do so.

Assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities. There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a "support animal"). Lessor must request and receive approval for reasonable accommodation (under HUD Handbook Chapter 2-2-44) for a service animal or therapeutic emotional support pet in writing. An animal that does not qualify as a service animal or other type of assistance animal is a pet for purposes of the Fair Housing Act

and may be treated as a pet for purposes of the lease and the Lessor's rules and policies. Lessor may exclude or charge a fee or deposit for pets in its discretion and subject to local law but not for service animals or other assistance animals.

Charges: If a pet has been found to be in the rental unit at any time during your term of occupancy (with or without our consent), we will charge you for a de-facing deodorizing, or shampooing to protect future residents from possible health hazards. If a pet has defecated on the carpets, you will be charged for carpet and pad replacement and floor sealant. If you have a pet without our consent, you will be charged a monthly pet fee of \$50.00 per month starting with the original lease date. This is liquidated damage for our time, inconvenience, overhead and any attorney's fees and litigations costs (in enforcing pet restrictions and rules) shall also be charged to the resident. If a pet is found to be unattended for more than one day, we reserve the right to turn the pet over to the humane society or local authority. We will not be liable for the loss, harm sickness, or death of the pet.

10. Hanging Pictures and Other Alterations

- Only small finishing nails should be used for hanging items on the wall. (NO Adhesives)
- Large nails, screws or hooks should not be used on doors or walls.
- Mirrors, corkboard, paneling, shelving, etc., are not allowed on any wall, ceiling, door, etc. without prior written consent and approval by the Management. Residents will be responsible for returning walls to their original conditions whether they receive permission.
- Only shelf and drawer liner paper, which may be removed, without damage or leaving residues, may be used.
- Management must approve painting and wallpapering in writing. Residents will be responsible for returning walls to their original condition whether they receive permission.
- Tub decals should not be used; however, bathmats are permitted.
- Awnings, window air conditioners, antennas, signs, window tinting, tin foil on windows, screen doors, etc. change the character of the community and will not be permitted. All windows must look uniform from the outside.
- **Residents with alarms must provide the management office with the code prior to installation.**
- Clothing, curtains, rugs, mops, or other articles may not be placed outside or hung on the windows, the windowsills, walkways, stairways, or any other areas visible from the outside.
- Curtains with white backing are permitted on the inside of the apartment.

11. For your Information

- Due to legal limitations, it is not possible for the rental community to insure your automobile or personal property. It will be necessary for you to obtain a Renters Insurance Policy from an insurance agent to cover any possible damages, losses, or injuries to you or your guest from fire, water, theft, etc.
- Waterbeds or other major appliances are not permitted in the unit without Certificate of Insurance, naming Macedonia Community Development Corporation as insured.
- If you are expecting delivery of furniture, appliances, etc., Management will not be able to accompany any serviceman or delivery person to your unit. Management shall **not** issue keys for the rental unit to **any** delivery service, installation person or otherwise related, without the prior written consent of **all** residents listed on the Lease.
- A Move-In Inventory checklist is provided. Please complete this form and return it to the management office listing any damage prior to moving any item in. Any repairs needed may be requested.

12. Move-out Procedures.

We would hate to lose you as a resident, but we realize this is sometimes unavoidable. If you must move for any reason, including but not limited to, end of lease term, the following must apply:

- If you are leaving at your lease expiration, you must give us a written thirty-day notice of your Intent to Vacate; verbal notices will not be accepted. Notice to Vacate form may be obtained from Kathy Gaines (321) 432-9143.
- If you are leaving during your lease term, you must give us a written thirty-day notice of your Intent to Vacate; verbal notices will not be accepted. If no written notice is given, there will be a termination fee due when you turn in keys on the last day equal to one month's rent. You will also forfeit your security deposit.
- You are responsible for rent of the unit, until your Notice to Vacate expires, even if you vacate the rental unit prior to the Notice expiration.
- All keys must be returned upon the day of move out for the office to consider you have moved out. Rent shall be charged each day until the keys have been turned in.
- Turn keys over to Kathy Gaines (321) 432-9143.
- A fee per deadbolt and door lock will be charged for your rental unit locks, should you not turn all keys to Management.
- The unit is to be cleaned. This includes the oven, stovetop, refrigerator, floors, tubs and shower wall, toilets, windows, windowsills, etc. Upon moving in we furnish the unit with light bulbs and upon moving out you must make sure all light bulbs are furnished and working. All carpet areas are to be professionally cleaned. You will be charged for any items not cleaned or missing.
- Your move out inspection will be scheduled for you by Kathy Gaines (321) 432-9143. This inspection must be after all items have been removed from the rental unit. If you decide not to attend this inspection, with management, it will be at your risk. It could also be grounds for the retention of the entire Security Deposit by Lessor.
- For your protection, we will take a "move out" inventory of your rental unit. When you vacate it will be compared with the "move in" inventory you signed when you moved in.
- A forwarding address in writing needs to be left with the Management to ensure the proper delivery of Legal Notices and return of any security deposits if applicable.

We are happy to have you as a resident and hope you will enjoy your new home. If you have any questions concerning our policies and procedures, please ask Katherine Gaines (321) 432-9143), Rosa Tillman (321-749-4695) followed by Jerry P. Phillips (321) 724-8824).

Remember, these policies are a part of your Lease Agreement and are subject to change or be added to as the Owner or Management deems necessary.

Welcome Home!!!

The Signers and Occupants of Macedonia Community Development Corporation Rental Project make This Addendum a Part of that Lease Agreement Executed.

Resident Signature

Date

Lessor/Agent Signature

Date

Macedonia Community Development Corporation of South Brevard

Addendum III

HOME Investment Partnership Program Lease Addendum

RESIDENT(s)	LESSOR: Macedonia Community Development Corporation of South Brevard	RENTAL UNIT ADDRESS
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This lease addendum adds the following **Prohibited Lease Provision** to the Lease between the Resident and Lessor referred to above.

Prohibited Lease Provision. Any provision of the Lease which falls within the classifications below shall not apply and shall not be enforced by Lessor.

(1) *Agreement to be Sued.* Consent by Resident to be sued, to admit guilt, or to a judgment in favor of Lessor in a lawsuit brought in connection with the Lease.

(2) *Treatment of Property.* Agreement by Resident that Lessor may take or hold the Resident's property or may sell such property without notice to the Resident and a court decision on the rights of the parties.

(3) *Excusing the Lessor from Responsibility.* Agreement by the Resident not to hold the Lessor or Lessor's agent legally responsible for any action or failure to act, whether intentional or negligent.

(4) *Waiver of Legal Notice.* Agreement by Resident that Lessor may institute a lawsuit without notice to Resident.

(5) *Waiver of Court Proceedings for Eviction.* Agreement by Resident that Lessor may evict Resident: (i) without instituting a civil court proceeding in which the household could present a defense, or (ii) before a decision by the court on the rights of the parties.

(6) *Waiver of Jury Trial.* Authorization to Lessor to waive Resident's right to a trial by jury.

(7) *Waiver of a Right to Appeal Court Decision.* Authorization to Lessor to waive Resident's right to appeal to a court decision or waive Resident's right to sue to prevent a judgment from being put into effect.

(8) *Resident Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by Resident to pay lawyer's fees or other legal costs whenever Lessor decides to sue, whether Resident wins.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Lessor/Agent Signature

Date

Macedonia Community Development Corporation of South Brevard

Addendum IV

SECTION 8

I/We understand that, if my/our Section 8 rental assistance should terminate for any reason, I/we will owe the current market rent to MACEDONIA COMMUNITY DEVELOPMENT CORPORATION OF SOUTH BREVARD from the date that my/our Section 8 rental assistance is terminated forward.

I/We also understand that I/we must immediately notify the Lessor and either sign a Lease for continued occupancy of the Rental Unit at the HOME rent in effect at that time, or promptly vacate the Rental Unit. I/We will be notified by Management the amount of market rent due and the retroactive portion due, if any. I/We may also be required to complete an application, income verifications, and other documentation for residency as required by Management and/or the Lessor.

Should I/we fail to complete the above requirements and/or fail to pay all rent and other charges when due and payable, this failure to act will be considered material non-compliance with the Lease and will result in immediate termination of tenancy as provided for in state and or local law.

Executed as of the dates set forth below:

_____ Resident Signature	_____ Date
_____ Resident Signature	_____ Date
_____ Resident Signature	_____ Date
_____ Resident Signature	_____ Date
_____ Lessor Signature	_____ Date

Macedonia Community Development Corporation of South Brevard

Exhibit A

Section 83.49(3) of the Florida Statutes

By execution of this Lease Resident acknowledges *having read* the following copy of the provisions of Section 83.49(3) of the Florida Statutes.

(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have **15 days** to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____.
It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice, or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address).

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

Exhibit C

Default or Breach

A default or breach of any term or condition contained in any of the aforementioned documents shall constitute a default or breach of this Lease.

Resident Signature

Date

Resident

Date

Lessor

Date

Resident(s) initials _____
Lessor initials _____ Revised 4/16/12

Attachment # 6

Project Budget

DEVELOPMENT BUDGET

Include all funding sources, the dollar amount for each source, and all uses of funds. Attach documentation of funding sources such as financial commitment letters including terms and conditions, and/or partnership agreements including cash contribution amount.

HOME RFP FY 21/22, 22/23, 23/24 FUNDS

Funding Source	Amount	Commitment Date
City of Palm Bay Home Fund	\$370,000.00	07/18/2024
Macedonia Community Development Corporation	\$133,940.00	07/18/2024
TOTAL	\$503,940.00	

SOFT COST	Requested Amount of HOME Funds	Other Funds	Total Cost
Survey	\$ -	\$ 8,000.00	\$ 8,000.00
Design Fees (architectural, engineering drawings)	\$ -	\$ 6,000.00	\$ 6,000.00
Impact Fee	\$ -	\$ 5,000.00	\$ 5,000.00
Appraisal	\$ -	\$ 900.00	\$ 900.00
Environmental and Material Testing/Threshold Inspection	\$ 3,200.00	\$ -	\$ 3,200.00
Asbestos and Lead Based Surveys	\$ 3,400.00	\$ 3,600.00	\$ 7,000.00
Asbestos and Lead Based Rebatement	\$ 22,000.00	\$ 22,000.00	\$ 44,000.00
SOFT COST TOTAL	\$ 28,600.00	\$ 45,500.00	\$ 74,100.00

HARD COST	Requested Amount of HOME Funds	Other Funds	Total Cost
Permits (Rehabilitation)		\$ 2,000.00	\$ 2,000.00
Plumbing - Replace all cast iron pipes	\$ 31,500.00		\$ 31,500.00
Electrical (Up grade all wiring and box to Code Standard)	\$ 28,500.00		\$ 28,500.00
Ceiling Fans (2 Bed Rm and Living Rm)	\$ 5,000.00		\$ 5,000.00
HVAC	\$ 30,000.00		\$ 30,000.00
Ducts (Install throughout each unit)	\$ 15,000.00		\$ 15,000.00
Insulation - Ceiling and Exterior Walls (Material and Labor)	\$ 8,000.00		\$ 8,000.00
Reinstall Dry Walls/Joint Sealants - Throughout House Ceiling and Walls	\$ 23,200.00		\$ 23,200.00
Carpentry (Studs/shelving/Molding)	\$ 15,000.00		\$ 15,000.00
Cabinets/Countytop / Flashback and Counter Tops	\$ 27,000.00		\$ 27,000.00
Kitchen - Appliance / Hood / Sinks	\$ -	\$ 13,200.00	\$ 13,200.00
Soffit, Fascia and Gutters	\$ 8,600.00		\$ 8,600.00
Doors, Frames & Hardware - Exterior (2 ea unit)	\$ 8,000.00		\$ 8,000.00
Doors, Frames & Hardware - Interior (4 ea unit)	\$ 11,400.00		\$ 11,400.00
Stucco	\$ 12,000.00		\$ 12,000.00
Floor - Ceramic Tile	\$ -	\$ 21,600.00	\$ 21,600.00
Wall Bathroom Tile	\$ 12,000.00		\$ 12,000.00
Bathroom medicine cabinet, towell rack, soap dish and curtain rod	\$ 3,900.00		\$ 3,900.00
Bathroom - Tub/shower/commode/vanity w/sink and hardware	\$ 15,600.00		\$ 15,600.00
Paint Interior and Exterior	\$ -	\$ 19,000.00	\$ 19,000.00
Impact Windows	\$ 23,000.00		\$ 23,000.00
Fire Alarm/Smoke Detectors	\$ 700.00	\$ -	\$ 700.00
Concrete/Masonry - Driveway & Sidewalk Paving & Marking	\$ 38,000.00		\$ 38,000.00
Roofing	\$ 25,000.00		\$ 25,000.00
Mail Box	\$ -	\$ 800.00	\$ 800.00

HARD COST TOTAL	\$ 341,400.00	\$ 56,600.00	\$ 398,000.00
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Developer Fee		\$ 31,840.00	\$ 31,840.00
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SOFT COST AND HARD COST TOTAL	\$ 370,000.00	\$ 133,940.00	\$ 503,940.00
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Attachment # 7

Pro Forma

PROPOSED PROJECT OPERATING EXPENSE PRO FORMA (2171 and 2173 Northview NE Two Triplex Units

Rent: \$1362.00, Minus Utilities Allowance: \$192.00 = \$1,170.00. (\$1,170.00 X 6 = \$7,020.00) X 12 = \$84,240.00 - (2024 HOME Rent Limits Rates)

Investment of HOME Funds =		Under \$15,000						\$15,000 - \$40,000						Over \$40,000					
LIST REVENUE SOURCES (add more lines if necessary)		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15			
Rent- 6 Units (3% annual increase)		84,240	86,767	89,370	92,051	94,813	97,657	100,587	103,605	106,713	109,914	113,212	116,608	120,106	123,709	127,421			
Gross Annual Operating Income:		84,240	86,767	89,370	92,051	94,813	97,657	100,587	103,605	106,713	109,914	113,212	116,608	120,106	123,709	127,421			
Rental Housing Only:		84,240	86,767	89,370	92,051	94,813	97,657	100,587	103,605	106,713	109,914	113,212	116,608	120,106	123,709	127,421			
Anticipated Vacancy Rate Percentage		0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05			
Vacancy Loss - 5%		4,212	4,338	4,469	4,603	4,741	4,883	5,029	5,180	5,336	5,496	5,661	5,830	6,005	6,185	6,371			
Effective Gross Income:		80,028	82,429	84,902	87,449	90,072	92,774	95,558	98,424	101,377	104,418	107,551	110,777	114,101	117,524	121,050			

EXPENSES		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15			
Property Management Fee (10%)		8003	8243	8490	8745	9007	9277	9556	9842	10138	10442	10755	11078	11410	11752	12105			
Utilities		600	618	637	656	675	696	716	738	760	783	806	831	855	881	908			
Insurance		6400	6592	6790	6993	7203	7419	7642	7871	8107	8351	8601	8859	9125	9399	9681			
Property Maintenance		3000	3090	3183	3278	3377	3478	3582	3690	3800	3914	4032	4153	4277	4406	4538			
Repairs		6000	6180	6365	6556	6753	6956	7164	7379	7601	7829	8063	8305	8555	8811	9076			
Property Taxes		480	494	509	525	540	556	573	590	608	626	645	664	684	705	726			
Personnel Costs		18000	18540	19096	19669	20259	20867	21493	22138	22802	23486	24190	24916	25664	26434	27227			
Marketing/Advertising		1200	1236	1273	1311	1351	1391	1433	1476	1520	1566	1613	1661	1711	1762	1815			
Accounting and Audit		2000	2060	2122	2185	2251	2319	2388	2460	2534	2610	2688	2768	2852	2937	3025			
Legal		650	670	690	710	732	754	776	799	823	848	874	900	927	955	983			
Reserves (10%)		8003	8243	8490	8745	9007	9277	9556	9842	10138	10442	10755	11078	11410	11752	12105			
Office Expenses		3000	3090	3183	3278	3377	3478	3582	3690	3800	3914	4032	4153	4277	4406	4538			
Other Related Expenses (specify) - Phone/Internet & etc.		1500	1545	1591	1639	1688	1739	1791	1845	1900	1957	2016	2076	2139	2203	2269			
Other Related Expenses (specify) - Training and Conference		2500	2575	2652	2732	2814	2898	2985	3075	3167	3262	3360	3461	3564	3671	3781			
Other (specify) - Traveling		3300	3399	3501	3606	3714	3826	3940	4059	4180	4306	4435	4568	4705	4846	4992			
Ground Maintenance		3600	3708	3819	3934	4052	4173	4299	4428	4560	4697	4838	4983	5133	5287	5445			
Total Annual Operating Expenses		68236	70283	72391	74563	76800	79104	81477	83921	86439	89032	91703	94454	97288	100206	103212			
Net Annual Operating Income (Income - Expenses)		11792	12146	12511	12886	13272	13671	14081	14503	14938	15386	15848	16323	16813	17318	17837			

U. S. DEPARTMENT OF HUD
STATE: FLORIDA

STATE: FLORIDA		2024 HOME PROGRAM RENTS						
PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	
Palm Bay-Melbourne-Titusville, FL MSA								
LOW HOME RENT LIMIT	827	886	1063	1229	1371	1513	1655	
HIGH HOME RENT LIMIT	1034	1133	1362	1565	1726	1887	2047	
For Information Only:								
FAIR MARKET RENT	1034	1214	1434	1938	2263	2602	2942	
50% RENT LIMIT	827	886	1063	1229	1371	1513	1655	
65% RENT LIMIT	1056	1133	1362	1565	1726	1887	2047	
Panama City, FL MSA								
LOW HOME RENT LIMIT	757	811	973	1125	1255	1384	1513	
HIGH HOME RENT LIMIT	965	1035	1244	1429	1574	1718	1863	
For Information Only:								
FAIR MARKET RENT	1269	1297	1523	2065	2585	2973	3361	
50% RENT LIMIT	757	811	973	1125	1255	1384	1513	
65% RENT LIMIT	965	1035	1244	1429	1574	1718	1863	
Pensacola-Ferry Pass-Brent, FL MSA								
LOW HOME RENT LIMIT	787	843	1012	1168	1303	1438	1573	
HIGH HOME RENT LIMIT	1004	1077	1278	1486	1639	1789	1940	
For Information Only:								
FAIR MARKET RENT	1048	1098	1278	1747	2167	2492	2817	
50% RENT LIMIT	787	843	1012	1168	1303	1438	1573	
65% RENT LIMIT	1004	1077	1294	1486	1639	1789	1940	
Port St. Lucie, FL MSA								
LOW HOME RENT LIMIT	802	860	1032	1192	1330	1468	1604	
HIGH HOME RENT LIMIT	1024	1098	1319	1516	1671	1826	1980	
For Information Only:								
FAIR MARKET RENT	1278	1286	1573	2175	2433	2798	3163	
50% RENT LIMIT	802	860	1032	1192	1330	1468	1604	
65% RENT LIMIT	1024	1098	1319	1516	1671	1826	1980	
Punta Gorda, FL MSA								
LOW HOME RENT LIMIT	703	754	905	1045	1166	1286	1407	
HIGH HOME RENT LIMIT	895	960	1154	1325	1459	1591	1723	
For Information Only:								
FAIR MARKET RENT	1089	1121	1380	1945	2306	2652	2998	
50% RENT LIMIT	703	754	905	1045	1166	1286	1407	
65% RENT LIMIT	895	960	1154	1325	1459	1591	1723	
Sebastian-Vero Beach, FL MSA								
LOW HOME RENT LIMIT	746	799	958	1108	1236	1363	1491	
HIGH HOME RENT LIMIT	950	1019	1226	1407	1550	1691	1833	
For Information Only:								
FAIR MARKET RENT	991	1195	1462	1844	2481	2853	3225	
50% RENT LIMIT	746	799	958	1108	1236	1363	1491	
65% RENT LIMIT	950	1019	1226	1407	1550	1691	1833	

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

Attachment # 8

Market Study

FY 21/22, FY 22/23 & FY 23/24 FUNDS

MARKET STUDY:

The need is well known throughout Brevard County. The Housing Authority of Brevard County reported that the 381 households living in Public Housing units at the start of 2024 waited on average 7 months before being able to move in. Each time Macedonia CDC announce a vacancy we receive 20 – 30 calls and an average of 7-8 inquiries each week just to see what is available. Ten percent – twelve percent (10% - 12%) of those calls and inquiries were senior citizens.

According to the University of Florida study, **There are now 862,465 low-income, cost burdened renters in Florida.** A household is cost-burdened when it spends more than 40% of their income on housing costs in the state of Florida. More than 450,000 people moved to Florida in 2021 and 2022. It is recognized that Brevard County gains a high percentage of those moving to Florida and those moving within Florida.

2023 U-Haul U.S. Growth Cities Report: Growth in the Palm Bay-Melbourne area has been increasing at an explosive rate. In the Palm Bay-Melbourne market, 54.7% of all one-way U-Haul traffic was arriving compared to just 45.3% departing in 2023 which made it No 1 in the nation.

With our growing population and strong housing markets, Florida continues to have an affordable housing gap. Even though this is a small project, It will certainly reduce the need,

Even though \$711 million was directed into affordable housing programs, senior citizens and veteran needs continue to grow. This project will address those that falls in this category

apartments and to assist individual homeowners and renters in maintaining stable housing,” Ray said. “The need is greatest for residents with low wages and seniors on fixed incomes, but even people in some professional jobs may have trouble affording what they normally would have in the past.”

Florida rents increased steeply between 2020 and 2022, then held steady at these higher levels in 2023. Median gross rents increased 41% between July 2020 and July 2022 according to Apartment List. Median rent for housing seekers was \$1,693 in July 2023, a two percent drop from 2022 but still well above 2017-2021 levels.

With the steep increase in rent between 2020 and 2022 it has had a major impact in affordable housing for both senior citizens and veteran whose income increase was much lower than 41% during this same period.

Florida Rental Market Study Winter 2024 Update This brief update key findings from the Shimberg Center's

Florida added hundreds of thousands of rental units between 2012 and 2022 but lost units renting for \$1,200 or less (2022 \$).

Florida added over 700,000 units with rents above \$1,200 from 2012 to 2022. The state lost nearly 292,000 units renting for \$1,200 or less. In 2012, 47% units rented for \$1,200 or less. In 2022, only 29% did.

Forty percent of low-income, cost burdened renter households are headed by someone age 55 or older.

Elderly Households

Older households make up an increasing share of Florida's renters in need. Forty percent of low-income, cost burdened renters are headed by someone age 55 or older—nearly 347,000 households in all.

	Age of Householder							
Planning and Service Area Age of Householder	15-54	% 15- 54	55-74	% 55- 74	75-84	% 75- 84	85 or Old	% 85 or O
7) Brevard, Orange, Osceola, Seminole	88,792	68%	28,399	22%	9,735	8%	2,719	2%
Total								

Shimbert Center shows that for the 0-30 through 0-60 percent of AMI levels, there are more renter households than affordable units, whether available or not. At the 0-80 percent of AMI level, affordable units and renters are roughly in balance. However, there is still a shortage of affordable and available units, since nearly one-third of affordable units are rented by households with higher incomes. At the 0-120 percent of AMI level, there are sufficient affordable units, but the number of affordable and available units is slightly lower than the number of renter households.

Source: Shimberg Center tabulation of U.S. Census Bureau, 2022 American Community Survey
Shimberg Center for Housing Studies 2023 Annual Report

[illegible]

15	1	2	1	9	4	2	1	1	1	38
15	1	2	1	9	4	2	1	1	1	38

17
44.74%

Vacant Property (17 / 38)

Exhibit 12 Market Needs Analysis

Market studies on affordable housing for low-income, severely cost-burdened households are limited for Brevard County that could projects the future increases in low-income, severely cost-burdened households and construction needs in the County. More detailed information about income can help Brevard County find ways to address the existing or future needs with the various state and federal housing programs designed to serve the needs of all low-income, severely cost-burdened households.

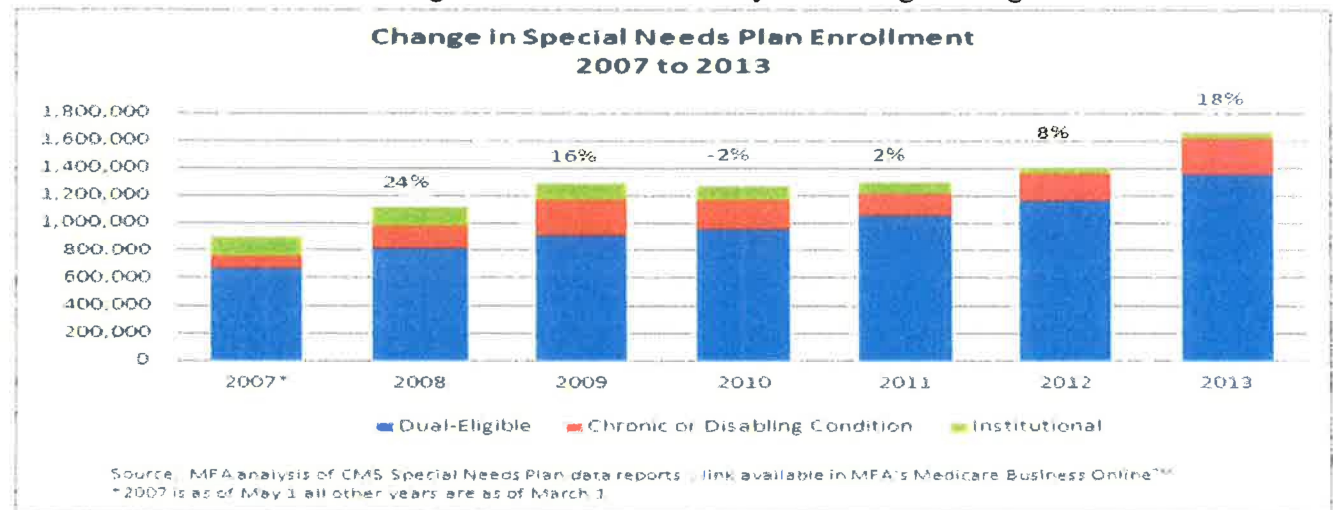
This Market Needs Analysis is based on Florida Housing Data Clearinghouse estimates and projections of households that are low-income (incomes below 80% of area median) and severely cost-burdened (paying 50% or more for mortgage costs or rent) in Brevard County by tenure for the years 2013-2040.

Projected Increase in Cost-Burdened Households

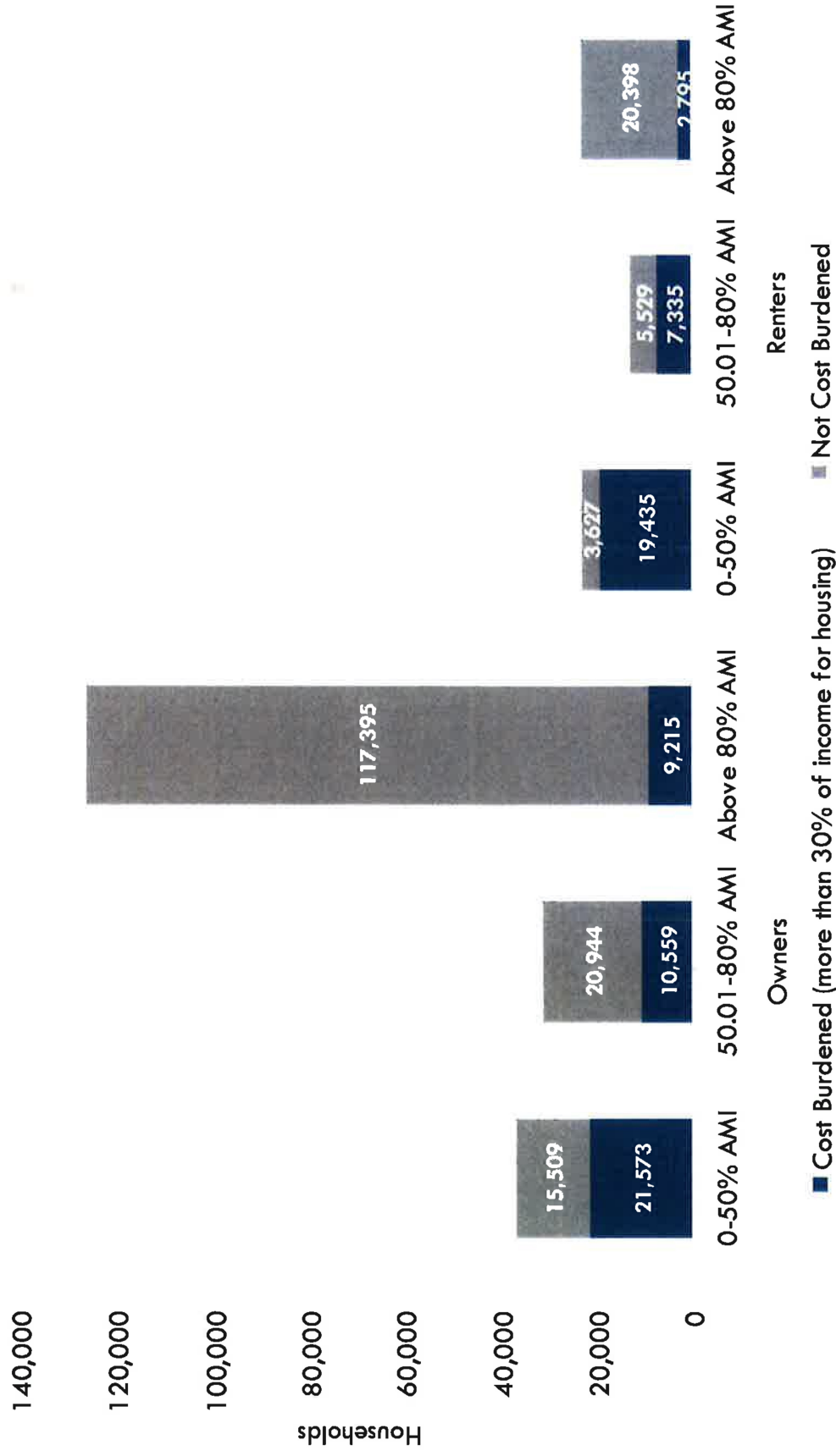
Growth in severely cost burdened (50%+) households with income less than 80% AMI by tenure and income level								
Tenure: Renter								
Place	Household Income as % of AMI	2010-2015	2015-2020	2020-2025	2025-2030	2030-2035	2035-2040	Total
Brevard	30% AMI or less	303	434	283	140	196	188	1241
Brevard	30.1-50% AMI	222	365	333	230	174	111	1213
Brevard	50.1-80% AMI	65	105	95	78	49	33	360
Brevard	Total below 80% AMI	590	904	711	448	419	332	2814
Sources: Original Sources Not Available.								

This study indicates that continuing to construct units to meet this growth, in low-income households that would not be able to afford housing without assistance, will keep the affordable housing from worsening.

The study below gives the Special Needs Enrollment for the U.S. The number of registered Special Needs in Brevard County is at 2,547. However, there is no record that neither gives the total number nor gives the number that may be seeking housing.



Very low-income owners and renters make up the largest groups of cost-burdened households.



Households by Income (% AMI), Tenure (Owner/Renter), and Cost Burden, Brevard County, 2021

Source: Shimberg Center tabulation of U.S. Census Bureau, 2021 American Community Survey.



BG 1, Tract 651.23, Brevard, FL

Block Group in: [2 places](#), [Brevard County, FL](#), [Florida](#), [United States](#)

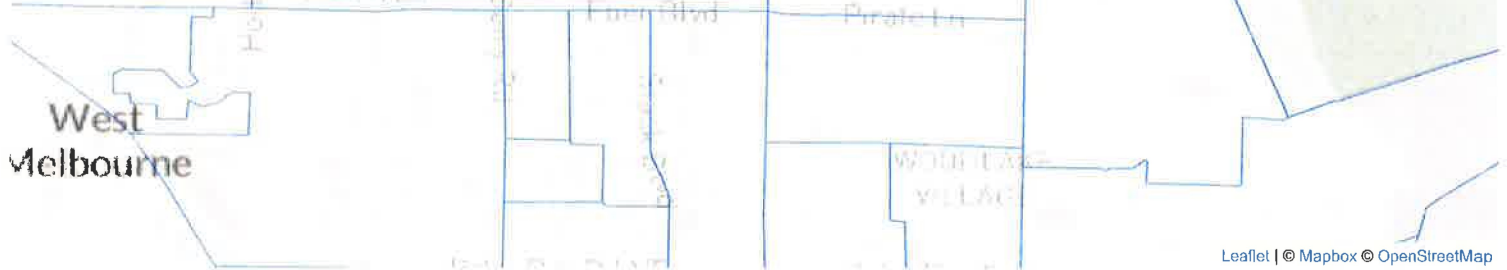
1,236

Population

0.6 square miles

2,198.2 people per square mile

Census data: ACS 2021 5-year unless noted



Find data for this place Search by table or column name...

Hover for margins of error and contextual data.

Demographics

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

Age

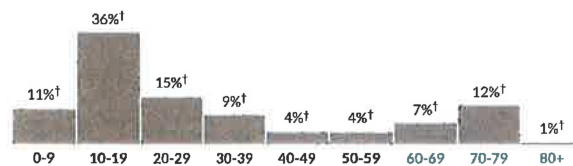
24.7

Median age

about three-fifths of the figure in Palm Bay: 40.9

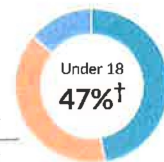
about half the figure in Brevard County: 47

Population by age range



Show data / Embed

Population by age category

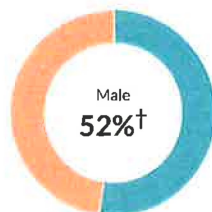


Under 18
18 to 64
65 and over

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† Margin of error is at least 10 percent of the total value. Take care with this statistic.

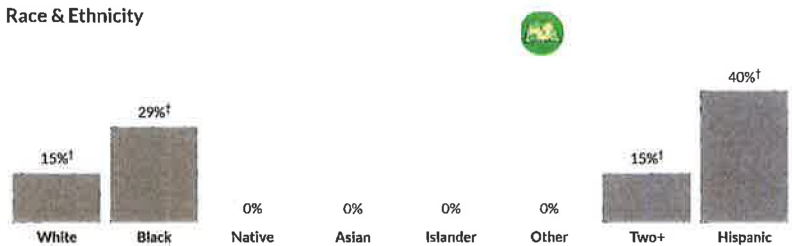
Sex



Male
Female

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Race & Ethnicity



* Hispanic includes respondents of any race. Other categories are non-Hispanic.

Show data / Embed

Economics

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

Income

\$12,890 ±\$4,744

Per capita income

about half the amount in Palm Bay: \$27,695 † ±\$3,186

about one-third of the amount in Brevard County: \$36,278 ±\$941

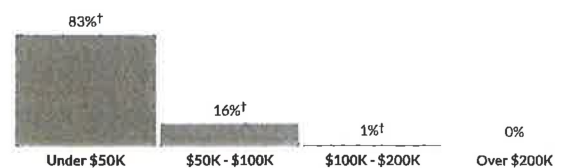
\$26,783

Median household income

about half the amount in Palm Bay: \$55,963

about two-fifths of the amount in Brevard County: \$63,632

Household income



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Poverty

N/A

Persons below poverty line

Children (Under 18)

Poverty
0%

Seniors (65 and over)

Poverty
0%

Show data / Embed

Show data / Embed

Transportation to work

N/A

Mean travel time to work

Means of transportation to work

0% 0% 0% 0% 0% 0% 0%

Drove alone Carpooled Public transit Bicycle Walked Other Worked at home

* Universe: Workers 16 years and over

Show data / Embed

Families

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

Households

576

Number of households

Palm Bay: 41,900

Brevard County: 242,657

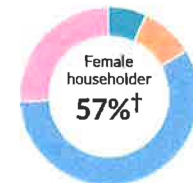
2.1

Persons per household

about three-quarters of the figure in Palm Bay: 2.8

about 90 percent of the figure in Brevard County: 2.5

Population by household type

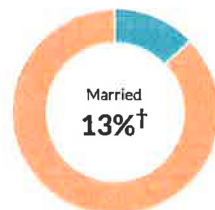


Married couples
Male householder
Female householder
Non-family

Show data / Embed

Marital status

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

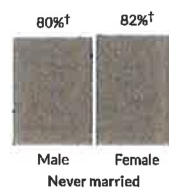


Married
Single

* Universe: Population 15 years and over

Show data / Embed

Marital status, by sex



Show data / Embed

Fertility

N/A

Women 15-50 who gave birth during past year

Women who gave birth during past year, by age group

0% 0% 0% 0% 0% 0% 0%

15-19 20-24 25-29 30-35 35-39 40-44 45-50

* Universe: Women 15 to 50 years

Show data / Embed

Housing

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

Units & Occupancy

773
Number of housing units
Palm Bay: 46,205
Brevard County: 286,497

Occupied vs. Vacant



Occupied
Vacant

Show data / Embed

Ownership of occupied units



Owner occupied
Renter occupied

Show data / Embed

Types of structure



Single unit
Multi-unit
Mobile home
Boat, RV, van, etc.

Show data / Embed

Year moved in, by percentage of population



Show data / Embed

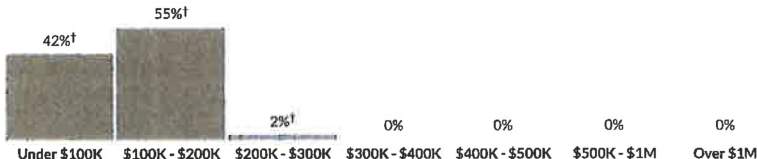
Value

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

\$117,900
Median value of owner-occupied housing units

about three-fifths of the amount in Palm Bay: \$186,100
about half the amount in Brevard County: \$235,500

Value of owner-occupied housing units



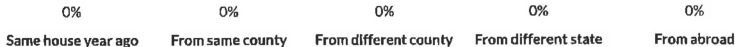
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Geographical mobility

N/A

Moved since previous year

Population migration since previous year



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Social

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

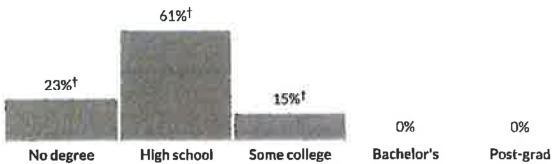
Educational attainment

76.6%
High school grad or higher
about 90 percent of the rate in Palm Bay: 89.2%
about 80 percent of the rate in Brevard County: 92.5%

N/A

Bachelor's degree or higher

Population by highest level of education



* Universe: Population 25 years and over

Show data / Embed

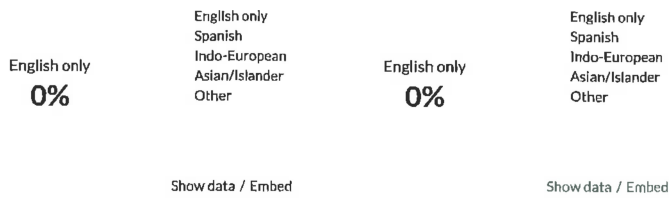
Language

N/A

Persons with language other than English spoken at home

Language at home, children 5-17

Language at home, adults 18+



Place of birth

N/A

Place of birth for foreign-born population

Foreign-born population



Veteran status

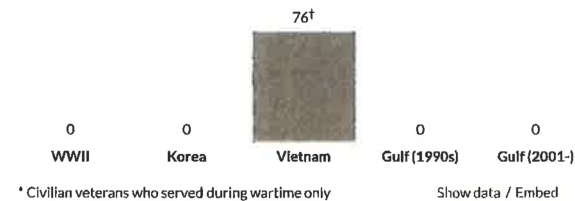
11.6%

Population with veteran status

a little higher than the rate in Palm Bay: 11.1%

about 80 percent of the rate in Brevard County: 13.8%

Veterans by wartime service



76 Total veterans

76 Male

N/A Female

[†] Margin of error is at least 10 percent of the total value. Take care with this statistic.

Hover for margins of error and contextual data.

Citation: U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for BG 1, Tract 651.23, Brevard, FL* <<http://censusreporter.org/profiles/15000US120090651231-bg-1-tract-65123-brevard-fl/>>

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Attachment # 9

CONTRACTOR'S BID

Macedonia Community Development Corporation of South Brevard

REQUEST FOR FUNDING PROPOSAL (RFP)

MCDC Northview Renovation Project

Description	2171 Northview	2173 Northview
Permits	\$ 1,000.00	\$ 1,000.00
Architectural - Engineering / Drawings	\$ -	\$ -
Plumbing - Replace all cast iron pipes	\$ 15,750.00	\$ 15,750.00
Electrical (Up grade all wiring and box to Code Standard)	\$ 14,250.00	\$ 14,250.00
Ceiling Fans (2 Bed Rm and Living Rm)	\$ 2,500.00	\$ 2,500.00
HVAC	\$ 15,000.00	\$ 15,000.00
Ducts (install throughout each unit)	\$ 7,500.00	\$ 7,500.00
Insulation - Ceiling (Material and Labor)	\$ 2,000.00	\$ 2,000.00
Insulation - Exterior Walls	\$ 2,000.00	\$ 2,000.00
Reinstall Dry Walls - Throughout House Ceiling and Walls	\$ 11,000.00	\$ 11,000.00
Joint Sealants	\$ 600.00	\$ 600.00
Carpentry / Stairs/shelving/Molding	\$ 7,500.00	\$ 7,500.00
Cabinets/Countertop / Flashback and Counter Tops	\$ 13,500.00	\$ 13,500.00
Kitchen - Appliance / Hood / Sinks	\$ 6,500.00	\$ 6,500.00
Soffit and Fascia	\$ 2,500.00	\$ 2,500.00
Gutters	\$ 1,800.00	\$ 1,800.00
Doors, Frames & Hardware - Exterior (2 ea unit)	\$ 4,000.00	\$ 4,000.00
Doors, Frames & Hardware - Interior (4 ea unit)	\$ 5,700.00	\$ 5,700.00
Stucco	\$ 6,000.00	\$ 6,000.00
Floor - Ceramic Tile	\$ 10,800.00	\$ 10,800.00
Wall Bathroom Tile	\$ 6,000.00	\$ 6,000.00
Bathroom towel rack, soap dish and curtain rod	\$ 1,000.00	\$ 1,000.00
Bathroom - Tub/shower/commode/vanity w/sink	\$ 7,500.00	\$ 7,500.00
Bathroom - Hardware and medicine cabinet	\$ 1,250.00	\$ 1,250.00
Paint Interior	\$ 500.00	\$ 500.00
Paint Exterior	\$ 4,000.00	\$ 4,000.00
Impact Windows	\$ 11,500.00	\$ 11,500.00
Fire Alarm/Smoke Detectors	\$ 350.00	\$ 350.00
Concrete/Masonry - Driveway & Sidewalk Paving & Marking	\$ 19,000.00	\$ 19,000.00
Roofing	\$ 12,500.00	\$ 12,500.00
Mail Box	\$ 400.00	\$ 400.00
TOTAL	\$ 199,000.00	\$ 199,000.00

Above is my quote for the renovation of the two triplexes listed above

#CBC1262116

Marvin V. Richardson, Certified Building Contractor

1900 S. Harbor City Blvd. # 328

Melbourne, FL 32901

Direct: 321-794-4217

Email: marvinres@gmail.com

Date

May 16, 2024

d

Total
\$ 2,000.00
\$ -
\$ 31,500.00
\$ 28,500.00
\$ 5,000.00
\$ 30,000.00
\$ 15,000.00
\$ 4,000.00
\$ 4,000.00
\$ 22,000.00
\$ 1,200.00
\$ 15,000.00
\$ 27,000.00
\$ 13,200.00
\$ 5,000.00
\$ 3,600.00
\$ 8,000.00
\$ 11,400.00
\$ 12,000.00
\$ 21,600.00
\$ 2,000.00
\$ 15,000.00
\$ 2,500.00
\$ 11,000.00
\$ 8,000.00
\$ 23,000.00
\$ 700.00
\$ 38,000.00
\$ 25,000.00
\$ 800.00
\$ 398,000.00