

## **DISCOVERY PALMS**

12806 MADISON POINTE CIRCLE

ORLANDO, FL, 32821

(407) 842-6000

(407) 842-6001 FAX

[DISCOVERYPALMS@LINCOLNAPTS.COM](mailto:DISCOVERYPALMS@LINCOLNAPTS.COM)

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We are glad you have chosen **Discovery Palms** as your new home. The following community policies have been designed with your comfort and convenience in mind.

### **DEFINITIONS**

- For the purpose of these policies, a Resident is any person who is obligated and listed as a resident on the lease.
- An Occupant is any person listed as an occupant on the lease and entitled to occupy the apartment.
- A suitable and responsible representative is defined as a person 18 years of age or older authorized by a parent, guardian, or legal custodian.

### **THINGS WE SHARE**

#### **Swimming Pool**

Please observe pool regulations established by Orange County and all of the rules posted at the pool. Pool hours are **daily, dawn to dusk**. Swim at your own risk. Any person(s) under the influence of alcohol are prohibited from using the facilities.

For health and safety reasons, persons **under the age of 12** must be accompanied and supervised by a parent, guardian or legal custodian, or a suitable and responsible representative thereof, at all times. To ensure space for all residents, we ask that you have no more than two guests per apartment at the pool at any one time. Residents or occupants must accompany guests at all times. Residents' or Occupants' identification may be requested by management or courtesy patrol at any time to assure that only residents/occupants and their guests use the pool.

Please wear only swimwear in the pool. No cutoffs, the strings will clog the filter system. Pets or glass objects are not allowed in the pool or pool area. This provision does not apply to service or assistance animals. Please observe any policies posted in the pool area.

#### **Sports/Recreational Areas and Fitness Center**

The sports and recreational areas may be used by all residents. Persons **under the age of 16** must be accompanied and supervised by a parent, guardian, or legal custodian, or a suitable and responsible authorized representative thereof, at all times.

The resident acknowledges that upon use of the sport and recreational areas or fitness center, he or she recognizes that the use of these facilities is at the resident's own risk. It is expressly understood resident shall hold LPC harmless for any and all injuries, accidents, or loss suffered by resident while using facilities.

LPC makes no warranties concerning the equipment or facilities and resident agrees no representations are being made as to the safety, desirability or quality of said equipment or facilities. Cost of any repair or service on equipment or facilities due to misuse by resident, occupant or guest will be charged to the resident.

### **Facility Hours of Operation: 24 Hours**

Please limit your time and use of these facilities so all residents can enjoy the facilities. Management reserves the right to limit the use of facilities. To ensure space for all residents, we ask that you have not more than two guests while using these facilities. Please observe any additional policies posted at the facility.

### **Resident Business Center**

The resident business center is open during regular business hours. The business center is limited to Discovery Palms residents only. Persons under the age of 18 must be accompanied and supervised by the lease holder. Computer usage is limited to one hour per session. Internet surfing on inappropriate or adult sites is prohibited and subject to permanent removal from the business center.

### **Motor Vehicles and Parking**

When entering or leaving the community, you are requested to operate your vehicle at a speed **not to exceed twelve miles per hour**. All parking is unassigned, unless otherwise specified by our lease contract. All vehicles obstructing the entrance or exit of any garage other than your own, fire lanes, unspecified parking areas, handicapped, double parked, and dumpster will be towed at owner's expense. It is your responsibility to notify guests of the towing policies.

The parking lots are to be used only for the parking of automobiles, motorcycles, vans or pick-up trucks belonging to or used by residents and occupants of the apartment community. Cars without current inspection stickers and license plates are subject to towing. The use of parking lots for any other purpose (such as parking or storage of commercial vehicles, taxi cabs, boats, trailers, large trucks, buses, motor homes) or repair of motor vehicles is expressly prohibited.

City fire codes prohibit the parking of motorcycles under breezeways, on sidewalks, patios or inside your apartment. Please do not park in designated fire lanes, handicapped spaces (unless authorized to do so) or block trash receptacles. Such action is a violation of city ordinances and the vehicle will be towed at owner's expense and vehicle owner is subject to fines.

All abandoned and/or inoperable vehicles are subject to being towed. In addition, any vehicle with an alarm system that malfunctions, and/or sounds continuously for one hour, or intermittently for a period of three hours is subject to being towed. If you are going to be absent from your apartment for a period of time, please make arrangements with management regarding a contact person in your absence.

Parking lots are not to be used as playgrounds.

### **Excessive Noise**

Reports of excessive noise from neighbors are one of the most frequent complaints encountered in apartment management and require reasonableness and patience by all parties concerned. No person shall make or permit any improper or excessive amount of noise or disturbance of any kind within the apartment or community. Resident shall be considerate at all times of upstairs, downstairs, and adjacent neighbors, as excessive and unreasonable noise and sound will most likely affect the persons living immediately above, below, or next to a resident's apartment. Residents who violate this rule, in management's sole discretion, can have their lease or right of possession immediately terminated. No musical instrument of any kind shall be played in the apartment without the express written permission of management, including, but not limited to, pianos, electric pianos, electric guitars, or drums. Television sets and stereo systems must be kept at a reasonable volume level at all times. Residents and their guests are expected to reduce noise

levels after 9:00 p.m. (until 7:00 a.m.) so that neighbors are not disturbed. At no time are televisions and stereos to be so loud as to become a nuisance. Complaints about excessive noise or disturbances should be reported promptly in writing to the management office.

## **YOUR APARTMENT HOME**

### **Decorating**

It is permissible for you to hang pictures, mirrors, etc. on the walls, but please use bull-dog picture hangers. Please use a cutting board rather than chopping and cutting on the kitchen countertops. Waterbeds are allowed in downstairs apartments only. In order to keep your apartment home its most attractive, we also ask that any window treatment be approved by your apartment manager. Windows must show white to the outside--aluminum foil or colored window treatments are not allowed. Utilize only telephone outlets already installed in your apartment. Any additional wiring must be approved by management. Exceptions may be provided under any applicable Federal, State or Municipal Statute, Law or Ordinance relating to the accessibility of the apartment community to persons with disabilities or handicaps, no modification of apartment walls, shelves or closets may be made without prior approval of the manager.

### **Patio and Balconies**

Please keep your sliding door and windows closed and locked during your absence to protect against rain damage. So that each of us can be proud of the appearance of our buildings, we ask that you keep your patio, balcony, or entryway uncluttered and free of trash. Clotheslines or clothes hanging over balconies are not permitted. Hanging clothes and towels out to dry or use of the patio or balcony as a general storage area is not permitted. Seasonal and holiday decorations are not allowed without written permission from the Owner. If allowed, seasonal and holiday decorations must be reasonable, must not interfere with or disturb other residents' quiet enjoyment of their premises, and must be promptly removed within a reasonable time after the holiday. In addition, do not leave pets unattended on patios or balconies at any time, and due to local fire codes, grilling or barbecuing is not permitted on balconies or patios.

### **Keys**

In case of emergency it is necessary for management to have a key to any additional or replacement lock that was not originally provided upon move in. There will be a charge per key for replacement of lost door and mailbox keys.

### **Guests**

Visitation period for guests and family of any age is limited to **two weeks**. Any special situations such as temporary custody should be referred to management and will be dealt with on an individual basis. Residents are responsible for the actions and conduct of their family members and guests at all times. Owners have the right to ask Resident's guests or visitors to leave the apartment community if they violate any lease provision, rule or law. Resident shall not permit any person who has been given a notice prohibiting trespass from visiting or living in the apartment as a guest or occupant.

### **Appliances and Fixtures**

Please do not overload your dishwasher and only use detergents made for automatic dishwashers. Turn on cold water before starting your disposal. To keep your disposal in good working order, do not grind bones, rinds, or stringy foods. If your disposal stops, check the reset button on the outside of the disposal.

In case of power failure, check your circuit breaker inside your apartment before reporting to the office.

Due to their flammable nature, we strongly discourage the use of halogen floor lamps. If you choose to do so, please use with caution and do not leave them burning for long periods of time or while you are not home.

Do not put paper towels, sanitary napkins, tampons, disposable diapers or Q-tips in the toilets.

Cost of any repair or service on appliances and/or fixtures due to resident, occupant and or guest misuse will be charged to resident.

#### **Televisions, Stereos, Radios, Etc.**

Please respect the privacy of your neighbors by controlling the volume of your televisions, stereos, radios, and parties. Satellite dishes may not be attached to any part of the building. Help us keep our buildings and roofs uncluttered by not erecting CB base stations or radio/television aerials and wires on any part of the premises.

#### **MAINTENANCE TIPS**

##### **Air Conditioning Filters**

Your air conditioning filter should be changed on a regular schedule to insure proper performance of your heating and air conditioning units.

##### **General Maintenance**

Please report any and all needed repairs to the office in writing immediately. For maximum efficiency, report repairs in the morning whenever possible. Emergency maintenance is provided 24 hours a day. After offices hours, call **(407) 842-6000** for emergency service requests.

##### **Access To Your Apartment**

Any change of apartment locks must be approved by the management. It is imperative that we have access to your apartment in order to perform routine work and handle emergency situations; therefore, it is necessary for your manager to have any and all keys to your apartment. Whenever LPC personnel or exterminators enter your apartment to perform work, notification will be left to let you know what work was performed.

All children returning from school or other activity must have access to their apartment. The failure of the Resident to provide such access and supervision shall constitute a breach of the lease contract.

#### **FOR YOUR PEACE OF MIND**

##### **Every Apartment Resident Should**

Immediately report any suspicious persons, strange vehicles or unusual activity to the police. Then contact the Management Office or 24 hour answering service. The number to call is **(407) 842-6000**.

Notify the manager, in writing, of any burned out exterior or hallway lights, faulty locks, lost keys, etc.

Residents must provide management with written permission in order for management to allow anyone into resident's apartment. This includes servicemen, moving van representatives, out-of-town guests and relatives. Prior to allowing entry into your apartment, demand credentials from all maintenance personnel.

## **COMMON AREAS**

All common areas, including but not limited to parking lots, stairwells, breezeways, jogging trails, laundry rooms, courtyard areas, clubrooms, sport courts, creeks, lakes and pools must be kept clear at all times of any trash, refuse and any other obstructions. All items left unattended in the common areas may be removed and disposed of by LPC management personnel without notification to owner.

Common areas are for the use and enjoyment of all residents at the community. Any resident, occupant and/or guests conducting themselves in an unreasonable, illegal and/or offensive manner shall be subject to being removed from the common areas and such conduct shall further constitute a breach of the lease. Please note, for the comfort and well-being of all residents, the following activities are prohibited:

- Possessing a weapon prohibited by local ordinance or to discharge a firearm within the apartment community, display or possess a gun, knife or other weapon in the common areas in a way that may alarm others, or engage in or threaten violence within the community.
- Solicitation of business or contributions, operate a business or childcare center from an LPC apartment home.
- Disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the apartment community.
- Possessing, selling or manufacturing illegal drugs or possessing drug paraphernalia.
- Handling, storage, use, or disposing of hazardous chemicals in a manner contrary to local ordinance and EPA guidelines, or to burn sterno logs in apartment fireplaces.

## **LEASE PROVISIONS**

**Single (Non Familial Status):** Each person must be 18 years of age or older. At least one person must qualify and all persons must sign the lease.

**Married Couples (Non Familial Status):** At least one spouse must be 18 years of age or older, and both parties must sign the lease.

**Familial Status:** There is no minimum age limit for the responsible parties. LPC welcomes families with children (familial status) to its communities. Familial status is one or more individuals who have not attained the age of 18 years being domiciled with:

- a parent or another person having legal custody of the individual(s), or
- a designee of the parent or other person having custody with the written permission of parent or other person.

Familial status includes any person who is pregnant or in the process of securing legal custody of any individual who has not attained the age of 18 years.

The maximum number of occupants permitted to occupy an apartment is as follows:

A maximum of two persons per bedroom plus a child under two (2) years old will be allowed to occupy a unit or as may be restricted by applicable state or municipal code.

If during the term of any lease, Resident exceeds the foregoing maximum occupancy restrictions of the apartment, Resident may transfer to the appropriate size apartment or must vacate the apartment six months from the date of increase in occupants. **It is the responsibility of the resident to inform management if or when the number of people residing in their apartment exceeds stated occupancy limits. Failure to do so will constitute a violation of lease and resident may be asked to vacate the apartment immediately.**

### **RENT**

Rent is due and payable on or before the first of each month. **If rent is not paid on or before the 5th, an initial late charge will be assessed of \$75.** Maximum late fees charged per month is \$125 (regardless of initial and daily late fee charges). Utility bills are due in full by the due date noted on the bill. Please indicate your apartment number on all checks and money orders.

A charge will be made for non-sufficient funds (NSF) checks. NSF checks must be redeemed with certified funds only (cashier's check, money order or credit card). Lincoln reserves the right to collect all rent payments through any legal means available to us, which may include electronic rent payments, conversion of checks to electronic payment, and electronic reimbursement for checks returned NSF.

In accordance with the lease contract, we require the lease term be fulfilled or that the provisions of your lease be completed and at least **60 days** written notice be provided prior to vacating the apartment. We must have a written forwarding address before any security deposit refund can be made. The apartment must be left in the condition described in your Move-Out Instructions.

### **LEASE RENEWAL**

Upon the expiration of your lease, you may elect to renew your lease. At this time, please feel free to contact the management office for details. After one year of occupancy and at the time of lease renewal, you may request a necessary carpet cleaning.

### **MOVE OUT**

If you wish to move out of your apartment at or after lease expiration, you must give us **SIXTY DAYS PRIOR WRITTEN NOTICE** to vacate. For consideration of the amount of refund of your security deposits, the following requirements must be met:

- The full term of your lease must be completed, or you must comply with the provisions of your lease.
- At least sixty days written notice to vacate must be given.
- Apartment must be left in the same condition as at the time of occupancy (normal wear and tear accepted).
- All keys must be returned.
- All sums due including all sums stated in your lease must be paid prior to move-out. Any charge, if applicable, will be made against your security deposit.

### **Pets**

**Discovery Palms** does not accept any dogs that are in any way related to an aggressive breed. Pets must be no larger than 50 pounds fully grown. The following breeds are NOT permitted; Pit Bull, German Shephard, Dalmatian, Doberman, Husky, Chow and Rottweiler, or any variation or mix thereof. In addition, if a resident acquires a pet during the lease term, the resident must obtain prior approval from management, pay the non-refundable \$300 fee and \$15 pet rent each month. Leaving pets unattended on your patio or balcony is prohibited. Per city leash laws, pets must be on a leash while outside of your apartment home. Residents must maintain control of their pets at all times and insure that they have proper license and vaccinations. Pet excrement is prohibited on any portion of the apartment community and must be promptly removed after the pet has relieved itself.

Pet rules will apply to pets only, not service or assistance animals. Animal rules will apply to all pets and other animals including service and assistance animals.

### **Pet Rules:**

- The pet of choice must meet the weight and breed criteria of the community.
- All deposits and non-refundable fees must be paid prior to the pet moving into the community.
- Acceptable pets are defined as dogs, cats, fish, and birds. Exotic pets are not permitted in the residence.
- If a resident has paid the additional security deposit for the pet and the pet is later permanently removed from the apartment home, the additional deposit will not be refunded until the resident vacates the apartment home.
- For any aquarium over 20 gallons, resident must provide proof of valid renter's insurance.

**Animal Rules:**

- Veterinary documentation must be provided.
- Dogs must be kept on a leash at all times unless otherwise approved by the owner.
- Residents are responsible for picking up after their animals.

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We welcome you to your new LPC home and sincerely hope that you enjoy every day of your residency here to the fullest. We appreciate your cooperation in making your community a happy home for all residents. If you have a request, please contact the management office. Our number is **(407) 842-6000**. This is a 24-hour number.

Sincerely,  
Management Office

I have received a copy of the community policies and have reviewed them. I agree to abide by all community policies and understand that failure to do so will be a lease violation.

All policies are subject to change at any time.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date

**WHILE THE FOREGOING POLICIES CONTAIN MINIMUM PROVISIONS REGARDING THE SUPERVISION OF PERSONS UNDER THE AGE OF TWELVE (12) YEARS OLD, RESIDENTS ARE ADVISED TO EXERCISE THEIR OWN PRUDENT JUDGMENT WITH RESPECT TO THE UNSUPERVISED USE OF THE FACILITIES LOCATED THROUGHOUT THE COMMUNITY BY MINORS. NEITHER LPC NOR OWNER, BY ESTABLISHING THE MINIMUM REQUIREMENTS CONTAINED IN THESE POLICIES, ARE IN ANY MANNER REPRESENTING, GUARANTEEING OR ENSURING THE SAFETY OF ANY PERSONS WHEN PARTICIPATING IN THE ACTIVITIES OR UTILIZING THE FACILITIES OF THE COMMUNITY WITH OUR WITHOUT SUPERVISION.**