


RV: Memorial 05001310301620190040900 - RECUERSO DE REPOSICIÓN Y APELACIÓN.

Juzgado 16 Civil Circuito - Antioquia - Medellin <ccto16me@cendoj.ramajudicial.gov.co>

Lun 24/10/2022 15:09


Para: Migdalia Buitrago Correa <mbuitraco@cendoj.ramajudicial.gov.co>

 1 archivos adjuntos (11 MB)

recurso de reposición y apelación de auto - 2019-409.pdf;

**Consejo Superior
de la Judicatura****Verónica Tamayo Arias**

Secretaria

Juzgado 16 Civil Circuito de Oralidad de Medellin
Seccional Antioquia-Chocó ccto16me@cendoj.ramajudicial.gov.co Teléfono: +57-2 32 25 20 Cra. 52 42-73 Piso 13 Of. 1310 Medellín-Antioquia

De: Alvaro Uribe ruiz <alvarouribe13@hotmail.com>**Enviado:** lunes, 24 de octubre de 2022 3:07 p. m.**Para:** Juzgado 16 Civil Circuito - Antioquia - Medellin <ccto16me@cendoj.ramajudicial.gov.co>**Asunto:** Memorial 05001310301620190040900 - RECUERSO DE REPOSICIÓN Y APELACIÓN.

PD: Tener en cuenta este, toda vez que el anterior no tiene adjuntas las pruebas.

SEÑOR

JUEZ 16 CIVIL CIRCUITO DE ORALIDAD DE MEDELLÍN.

E.S.D

REFERENCIA: RECURSO DE REPOSICIÓN DE AUTO Y EN SUBSIDIO APELACIÓN.

PROCESO: EJECUTIVO

DEMANDANTE: ALVARO ARANGO ARANGO

DEMANDADA: LUISA FERNANDA GALLEGU RESTREPO

RADICADO: 05001310301620190040900

Atentamente,

ALVARO URIBE RUIZ.

SEÑOR
JUEZ 16 CIVIL CIRCUITO DE ORALIDAD DE MEDELLÍN.
E.S.D

REFERENCIA: RECURSO DE REPOSICIÓN DE AUTO Y EN SUBSIDIO APELACIÓN.

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DEMANDANTE: ALVARO ARANGO ARANGO

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RADICADO: 05001310301620190040900

ALVARO URIBE RUIZ, mayor de edad y vecina de esta ciudad, identificado como aparece al pie de mi firma, en mi condición de apoderado de la señora **LUISA FERNANDA GALLEGO RESTREPO**, y en dentro del término legal, comedidamente me dirijo a usted con el fin de interponer **RECURSO DE REPOSICIÓN Y EN SUBSIDIO APELACIÓN** contra el auto del 18 de octubre de dos mil veintidós (2022), mediante el cual su despacho que declara negar la nulidad solicitada, basada en los siguientes:

PETICIÓN

Solicito señor juez, reponer el auto en mención, mediante el cual se declara negar la nulidad solicitada dentro del proceso de la referencia, toda vez que se cumplen los requisitos estipulados en la causal 8ª del artículo 133 del C.G.P., por considerar que no se practicó en legal forma la notificación personal, por lo que se pide que se reponga dicho auto decretando la nulidad de lo actuado en el proceso de referencia:

SUSTENTACIÓN

PRIMERO: El señor **ALVARO ARANGO ARANGO** a través de apoderado judicial, radicó demanda ejecutiva el día 16 de septiembre de 2019 contra la señora **LUISA FERNANDA GALLEGO RESTREPO** la cual se encuentra actualmente registrada ante su Juzgado donde se libró auto que libra mandamiento de pago el día 25 de septiembre de 2019 y ordeno la respectiva notificación de dicho auto a la parte ejecutada.

SEGUNDO: En forma ladina la parte interesada fraudulentamente allegó al Juzgado notificación personal realizada a la demandada el día 29 de noviembre de 2019 en la dirección circular 2 No.71-28 apto. 101 y notificación por aviso el 26 de febrero de 2020, lo cual nunca sucedió toda vez que la demandada reside en Estados Unidos de Norte América desde el año 2017 por lo que no sabía de la existencia de la demanda y no pudo ejercer su derecho a la contradicción ni a la defensa y de la cual se enteró después de expedir certificado de libertad del inmueble identificado con M.I No. de su propiedad.

TERCERO: En estas condiciones se le debe dar la oportunidad a mi poderdante en el proceso que cursa en su Juzgado bajo el radicado No. 2019-409 para formular las excepciones que estimare conveniente.

CUARTO: Se tipifica entonces, la causal de nulidad del artículo 133 numeral 8 del Código General del Proceso, la cual debe ser decretada por su Despacho, que expresa:

“(...) Artículo 133. Causales de nulidad:

8. Cuando no se practica en legal forma la notificación del auto admisorio de la demanda a personas determinadas, o el emplazamiento de las demás personas, aunque sean indeterminadas, que deban ser citadas como partes, o de aquellas que deban suceder en el proceso a cualquiera de las partes, cuando la ley así lo ordena, o no se cita en debida forma al Ministerio Público o a cualquier otra persona o entidad que de acuerdo con la ley debió ser citado. (...) “

QUINTO: Con el presente escrito acompaño prueba documental de la **VISA AMERICANA** de la señora ejecutada **LUISA FERNANDA GALLEGU RESTREPO** que muestra su permanencia en Estados Unidos de Norte América y el contrato de arrendamiento donde reside en ese mismo país.

SEXTO: Por su parte, en la **sentencia T-081 de 2009**, el Tribunal señaló que en todo procedimiento se debe proteger el derecho de defensa, cuya primera garantía se encuentra en el derecho que tiene toda persona de conocer la iniciación de un proceso en su contra en virtud del principio de publicidad. De conformidad con lo anterior, reiteró la sentencia T-489 de 2006[65], en la que se determinó que:

“El principio de publicidad de las decisiones judiciales hace parte del núcleo esencial del derecho fundamental al debido proceso, como quiera que todas las personas tienen derecho a ser informadas de la existencia de procesos o actuaciones que modifican, crean o extinguen sus derechos y obligaciones jurídicas. De hecho, sólo si se conocen las decisiones judiciales se puede ejercer el derecho de defensa que incluye garantías esenciales para el ser humano, tales como la posibilidad de controvertir las pruebas que se alleguen en su contra, la de aportar pruebas en su defensa, la de impugnar la sentencia condenatoria y la de no ser juzgado dos veces por el mismo hecho”.

Teniendo en cuenta lo anterior, en la sentencia T-081 de 2009 previamente referida, esta Corporación indicó que la notificación judicial es un acto que garantiza el

conocimiento de la iniciación de un proceso y en general, todas las providencias que se dictan en el mismo, con el fin de amparar los principios de publicidad y de contradicción.

Adicionalmente, en esa oportunidad, la Corte Constitucional enfatizó en que la indebida notificación es considerada por los diferentes códigos de procedimiento de nuestro ordenamiento jurídico como un defecto sustancial grave y desproporcionado que lleva a la nulidad de las actuaciones procesales surtidas posteriores al vicio previamente referido.

Con fundamento en lo anterior, la Corte concluyó que **la notificación constituye un elemento esencial de las actuaciones procesales**, en la medida en que su finalidad es poner en conocimiento a una persona que sus derechos se encuentran en controversia, y en consecuencia tiene derecho a ser oído en dicho proceso. Lo anterior, cobra mayor relevancia cuando se trata de la notificación de la primera providencia judicial, por ejemplo, el auto admisorio de la demanda o el mandamiento de pago.

La Corporación reitera las reglas jurisprudenciales en las que se establece que: **“(i) todo procedimiento en el que se haya pretermitido una etapa procesal consagrada en la ley, se encuentra viciado por vulnerar el derecho fundamental al debido proceso de las partes y constituye un defecto procedimental absoluto; (ii) el error en el proceso debe ser de tal trascendencia que afecte de manera grave el derecho al debido proceso, debe tener una influencia directa en la decisión de fondo adoptada y no puede ser atribuible al actor; (iii) la notificación personal constituye uno de los actos de comunicación procesal de mayor efectividad, toda vez que garantiza el conocimiento real de las decisiones judiciales con el fin de aplicar de forma concreta el derecho al debido proceso; (iv) la indebida notificación judicial constituye un defecto procedimental que lleva a la nulidad del proceso.”**

Por lo que en este caso al negar la nulidad de lo actuado se están vulnerando los derechos de la demandada, además de que El Código Civil, en sus artículos 76 y siguientes, define el domicilio, así:

“(...) Art.76.- El domicilio consiste en la residencia acompañada, real o presuntivamente, del ánimo de permanecer en ella. (...)”.

En consecuencia, la Señora Luisa no fue notificada en su domicilio, toda vez que ella vive en Estados Unidos y permanece ahí tal y como se allegó en documentos probatorios en el escrito de solicitud de nulidad, en donde puede observarse el pasaporte y visa de la demandada con los respectivos sellos que indican que NO reside en Colombia, y el contrato de arrendamiento de su vivienda en ESTADOS UNIDOS.

SÉPTIMO: Solicito del señor Juez que se declare la nulidad de las diligencias efectuadas por la empresa TODA ENTREGA debido a que no se notificó en debida forma a la señora demandada, y esta no pudo ejercer su derecho constitucional a su defensa y al debido proceso, declarando la nulidad de todo lo actuado desde el auto que libra mandamiento de pago.

DERECHO

Invoco como fundamento de derecho, el artículo 1796 del Código Civil y artículos 82, 100, 316, 442 y siguientes del Código General del Proceso.

COMPETENCIA

Es usted competente señor juez, para conocer este recurso, por encontrarse bajo su despacho el trámite del proceso de la referencia.

Gracias por su atención, atentamente,



SARA URIBE GÓMEZ

C.C 1.037.651.086

T.P. 322.118 del C.S.J



República de
==Colombia==

AP 248138

Toda alteración en este pasaporte implica su invalidez.
Any alteration to this passport will render it invalid.

REPUBLICA DE COLOMBIA



PASAPORTE

"El Gobierno de Colombia solicita a las autoridades nacionales y extranjeras dar al titular del presente pasaporte las facilidades para su normal tránsito y brindarle, en caso de necesidad, la ayuda y cooperación que puedan ser útiles.

The Government of Colombia requests all national and foreign authorities to allow the bearer of this passport to move freely and in case of need to afford such help and assistance as may be necessary.

Le Gouvernement de la Colombie demande aux autorités nationales et étrangères de donner au titulaire du présent passeport, les facilités pour son déplacement normal et de lui procurer l'aide et la coopération qui puissent lui être utiles, en cas de nécessité."

PASAPORTE
PASAPORT

Pasaporte N° / Passport No.

AP248138

GALLEGO RESTREPO

AP248138

LUISA FERNANDA

COLOMBIANA

Núm. personal / Personal No.

CC43284466

Lugar de nacimiento / Place of birth

MEDELLIN COL

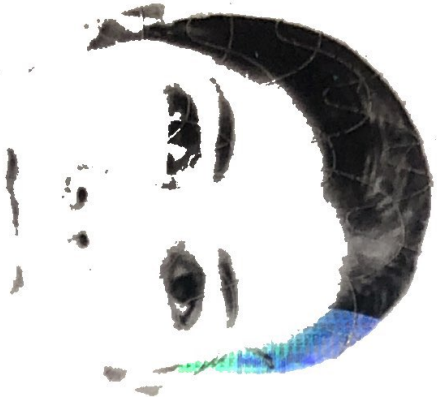
Autoridad / Authority

G. ANTIOQUIA

Firma del titular / Holder's signature

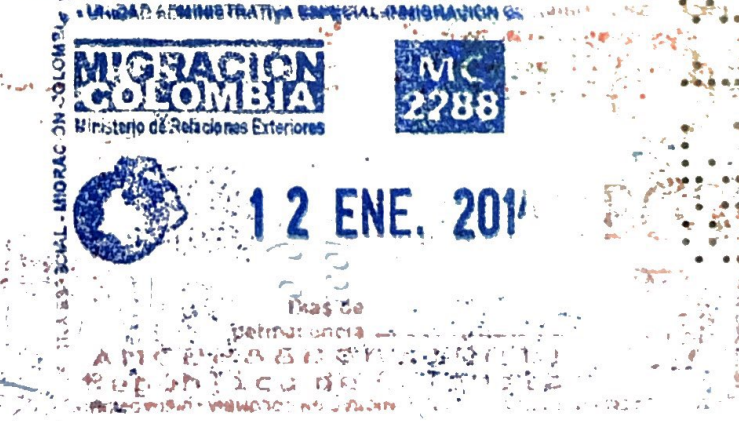
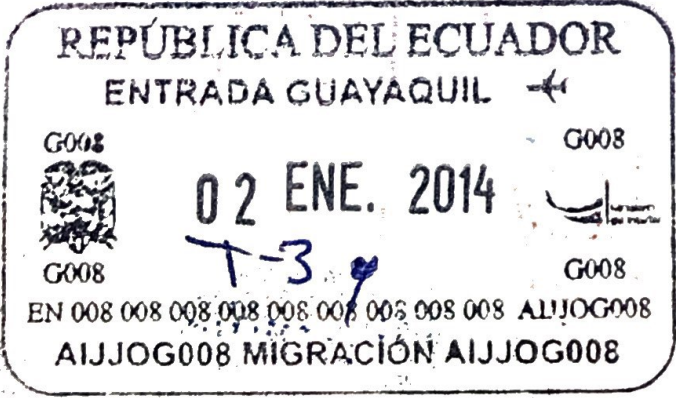
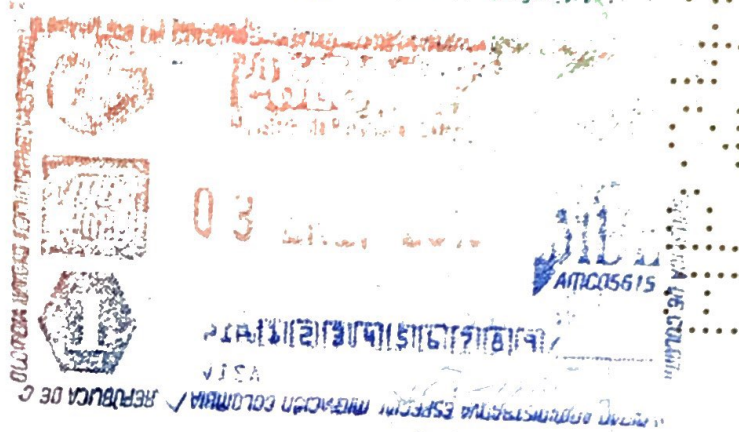
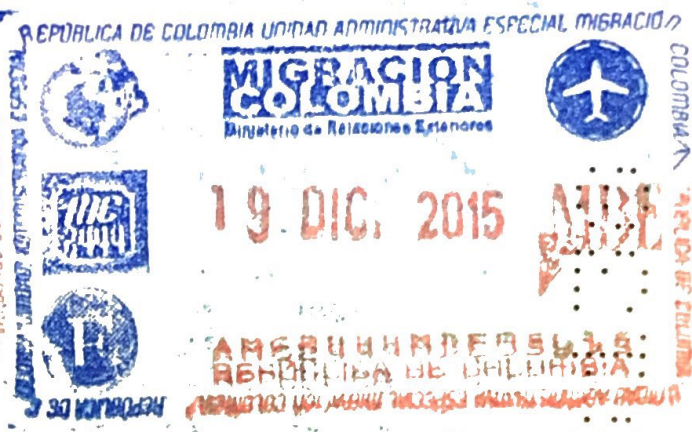
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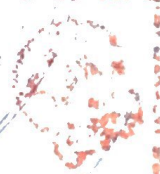
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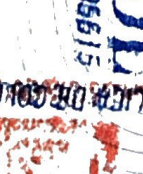
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REPUBLICA DE COLOMBIA

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VISA

**UNITED STATES
OF AMERICA**

Issuing Post Name

1 US EMBASSY
0 BOGOTA

1 Surname

0 GALLEGU RESTREPO

Given Name

LUISA FERNANDA

Birth Date

29DEC1971

Birthplace

COL

Passport Number

AP248138

Gender

F

Nationality

COL

IV Issue Date

29AUG2017

IMMIGRANT VISA

IV Case Number

BGT201458003801

Registration Number

64557391

IV Category

IR1

Marital Status

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IV Expires On

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Annotation * *

212(G)(2)(B)

Waiver Section 212(a)(9)(B)(v)

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UPON ENDORSEMENT SERVES AS TEMPORARY I-551 EVIDENCING PERMANENT RESIDENCE FOR 1 YEAR

VIUSAGALLEGU<RESTREPO<<LUISA<FERNANDA<<<<<<<<

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REPÚBLICA DE COLOMBIA UNIDAD ADMINISTRATIVA ESPECIAL MIGRACION

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REPÚBLICA DE COLOMBIA UNIDAD ADMINISTRATIVA ESPECIAL MIGRACION

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REPÚBLICA DE COLOMBIA UNIDAD ADMINISTRATIVA ESPECIAL MIGRACION

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REPUBLICA DE COLOMBIA UNIDAD ADMINISTRATIVA ESPECIAL MIGRACION

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REPUBLICA DE COLOMBIA UNIDAD ADMINISTRATIVA ESPECIAL
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Ministerio de Relaciones Exteriores

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REPUBLICA DE COLOMBIA UNIDAD ADMINISTRATIVA ESPECIAL MIGRACION
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Ministerio de Relaciones Exteriores

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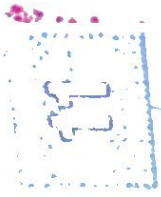
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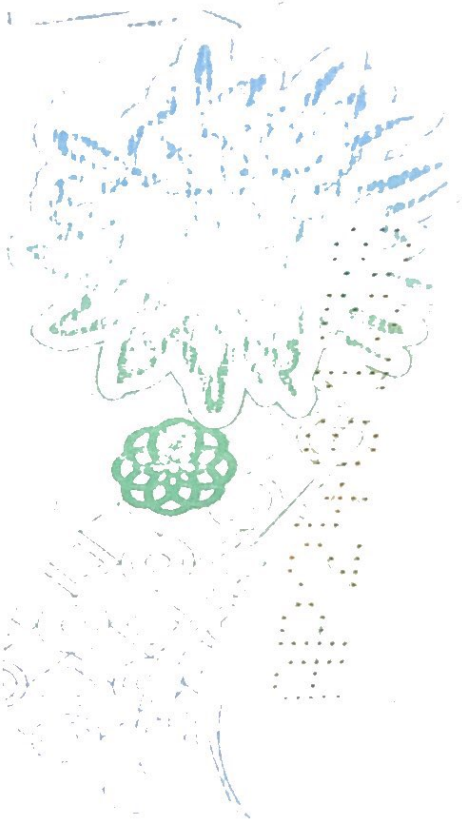
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CERTIFICADO DE
 MIGRACIONES
 MINISTERIO DE RELACIONES EXTERIORES
 31 DIC. 2019
 DIRECCION GENERAL DE MIGRACIONES
 DEPARTAMENTO DE INMIGRACION
 Y CIUDADANIA



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La Patagonia



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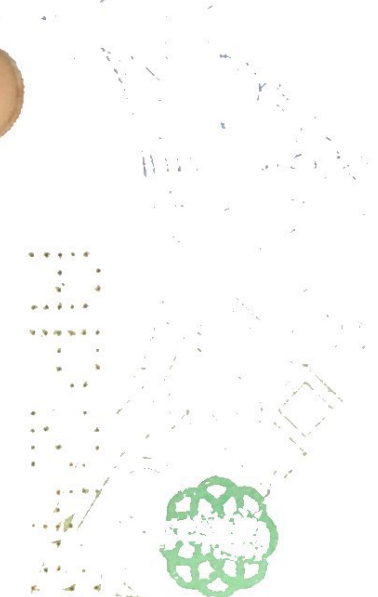
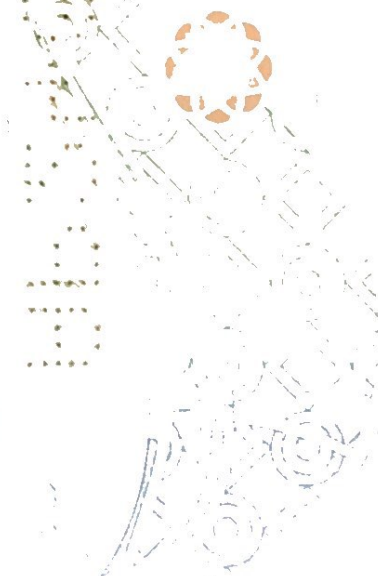
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OBSERVACIONES

El pasaporte caducará al término de su vigencia, cuando sus páginas hayan sido utilizadas en su totalidad y cuando presente señales de adulteración, enmendadura o deterioro.

ATENCIÓN: Cuide el pasaporte. Su pérdida o deterioro puede causarle inconvenientes en el exterior.

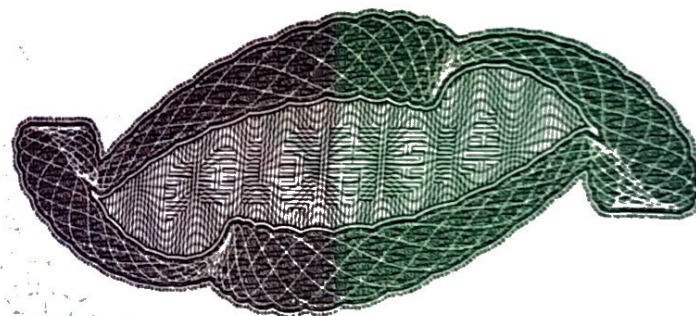
En caso de accidente o pérdida del documento, favor enviarlo al consulado de Colombia más cercano o comunicarse con:

In case of accident or loss of this document, please send it to the nearest Colombian consulate or contact:

Nombre / Name:	_____
Dirección / Address:	_____
Teléfono / Telephone:	_____
País / Country:	_____



Libertad y Orden



Toda alteración en este pasaporte implica su invalidez.
Any alteration to this passport will render it invalid.

CONDOMINIUM UNIT LEASE

THIS LEASE made and entered into this 20 day of August, 2020
by and between LUCAS RAZZUK located at _____
hereinafter, referred to as "Landlord",
and YANDRO CHANYING & LUISA FERNANDA GALLEG0 RESTREPO located at _____
90 sw 3st Unit 3911 Miami 33130 hereinafter referred to as "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the covenants, agreement and conditions herein contained, on the part of the Tenant to be kept and performed, does hereby demise and Lease unto Tenant, and said Tenant does hereby hire and take from Landlord, _____ parking space 1 located at _____
(the "Condominium") (hereinafter referred to as the "Leased Premises") and Landlord's personal property described as follows:
90 SW 3St UNIT 3911 MIAMI FL 33130 (IVY CONDOMINIUM)

1. Term: This Lease shall be for the term of 1 YEAR (12) months, commencing on the 19 day of August, 2020, and terminating on the 18 day of August, 2021, both dates inclusive, unless sooner terminated as hereinafter provided.

2. Rent: Tenant agrees to pay Landlord as and for rent for the Leased Premises for the term hereof the total sum of TWENTY NINE THOUSAND FOUR HUNDRED (\$29,400.00) Dollars, which sum will be paid in equal monthly installments of TWO THOUSAND FOUR HUNDRED FIFTY DOLLAR (\$2,450.00) Dollars. The first installment shall be paid no later than fifteen (15) days prior day of each and every month for and to the date that Tenant takes possession of the Leased Premises and thereafter in advance on or before the day of each and every month for and during the full term of this Lease. Rent will be paid at _____ or at such other place as Landlord may designate without notice or demand, and without any deduction, counterclaim or set-off whatsoever. Simultaneously with the execution of the Lease by Tenant, Tenant shall pay to Landlord \$_____ which shall constitute the first and last month's rental for the Leased Premises. In the event Tenant shall fail to pay the rent due on the date specified herein above or within five (5) days thereafter, then Tenant will pay to Landlord a late charge equal to ten (10%) percent of the monthly rental. In the event that at the time of the termination of this Lease there is due and owing from Tenant, then the Landlord is authorized to deduct the late charges from the security deposit being held by Landlord or Landlord's agent.

3. Security Deposit: Tenant herewith deposits with Landlord the sum of _____ (\$_____) Dollars, which sum shall be held by: (Check One) ☐ Landlord; ☐ Landlord's agent; ☐ Other; as security for the performance by Tenant of all other terms, conditions and covenants of this Lease and as security for the return by Tenant to Landlord the Leased Premises and Landlord's personal property situated in the Leased Premises, in accordance with the terms of this Lease. The security deposit shall be held without interest. Tenant agrees that in the event of a default of any nature of kind by Tenant, Landlord may, at Landlord's option, retain the security deposit as liquidated, stipulated and agreed upon damages, or may offset said security deposit against actual loss or damages sustained by Landlord, and that in no event shall Landlord be deprived of any other remedy, whether at law or reserved by the terms of this Lease, regardless of whether Landlord retains all or any portion of the security deposit.

Upon expiration of the term of this Lease, and in the event that there has been no default of any nature or kind on the part of Tenant, said security deposit shall be returned to Tenant, by Landlord, less any sum or sums retained by Landlord on account of (i) loss or damage to the Leased Premises, or any appliances, or heating, ventilation and air conditioning equipment ("HVAC"), (ii) failure by Tenant to pay any outstanding utility or telephone bills for the Leased Premises, (iii) floor coverings of other items situated in the Leased Premises, or (iv) the professional cleaning of the Leased Premises referred to in Section 17 hereof. In the event Tenant deposits less than the full amount of all deposits required hereunder and fails to occupy the Leased Premises within thirty (30) days from the commencement date of the term of this lease, this Lease shall become null and void and Tenant shall forfeit all deposits made hereunder. Landlord or Landlord's agent shall thereafter disburse such deposits to Landlord, in accordance with the terms and conditions set forth herein.

4. Application for Lease Approval: The application for approval of this Lease, if required by the Condominium's Condominium Association (The "Association") shall be immediately made by Tenant. Tenant represents and warrants that the information furnished by Tenant in such application to be true and correct. Tenant's breach of such representations and promises shall be a default hereunder. The Association fee that must be filed with the aforesaid application shall be paid by Tenant. In the event that the Association fails to approve this Lease, this Lease shall be null and void and all deposits paid hereunder shall be promptly returned to Tenant and the parties shall thereupon be relieved from all further liability hereunder, provided Tenant has used his best efforts to gain approval. If Tenant has not used his best efforts to gain approval then all sums heretofore paid by Tenant shall be retained as liquidated damages. Simultaneously with the execution hereof, if required by the Association, Tenant shall deposit with the Association the sum of \$_____ to be held by said Association as security against any damages that may be caused by Tenant to the common areas of the Condominium. Upon termination of the Lease term, Tenant shall apply to the Association for the reimbursement of such funds.

5. Occupancy and Use of Leased Promises: The Leased Premises shall be possessed, occupied and utilized solely for a private dwelling and for no other purpose. Tenant shall abide by and comply with all rules and regulations now or hereafter promulgated by the Association and shall abide by and comply with all ordinances and laws of all governmental entities having jurisdiction, whether federal, state or local. Tenant agrees to take possession of the Leased Premises upon the commencement of the term of the Lease. Tenant's failure to take possession thereof shall be deemed a default under the Lease and Landlord may avail itself of the remedies provided for in Sections 15 and 16 hereunder.

6. Taxes: Tenant hereby agrees to pay Landlord any sales, use or excise tax, or any similar tax assessed or levied on rents received by Landlord from Tenant or on amounts received by Landlord under this Lease or otherwise, as may be now or hereafter authorized by the laws of Florida or the laws of any governmental authority having jurisdiction, whether federal, state or local. Landlord shall be responsible for payment of all income tax and agrees to be responsible for filing all pertinent tax returns.

7. Utilities: Tenant shall initiate, contract for and obtain in Tenant's name all utility services for the Leased Premises. In the event the Tenant, becomes in arrears for a period of two (2) months, said arrearage shall be deemed to be a default by Tenant under this Lease.

8. No Additions or Alterations by Tenant: Tenant shall make no changes or alterations of any nature whatsoever in or upon the Leased Premises, including but not limited to, installation of additional or substituted locks or bolts in or upon any door, and the alteration or installation of any lighting fixture, without having first obtained the written consent of Landlord. Landlord may remove or change any addition or alteration made by Tenant at Tenant's expense, which charge shall be paid by Tenant upon demand. If any mechanic's lien is filed against the Leased Premises for work claimed to have been performed or for materials claimed to have been furnished to Tenant, the mechanic's lien shall be discharged by the Tenant within ten (10) days at Tenant's expense.

9. Maintenance of Leased Premises: Tenant will maintain the Leased Premises in good and clean condition and in a good state of repair at all times, and shall use and maintain all mechanical equipment, including kitchen appliances, plumbing fixtures and the HVAC. Tenant shall be responsible for any damage to the Leased Premises, mechanical equipment or other items installed upon the Leased Premises which results from the abuse, negligence, or the failure of Tenant to comply with any requirements or regulations. Tenant agrees not to tamper with any of the wiring or plumbing within Leased Premises. In the event that repairs or replacements are required to any of the above described equipment, appliances or fixtures as a result of mechanical breakdown or damage arising or resulting from any use thereof by, through, or on behalf of Tenant, Tenant shall be responsible for payment of repairs or replacements costing \$100.00 or less for each such required repair or replacement. If repairs or replacements are required, they shall be made only by licensed personnel approved in advance and in writing by the Landlord or Landlord's agent. If wall-to-wall carpeting has been installed in the Leased Premises, Tenant shall be responsible for the condition of such carpeting and any damage thereto, and shall surrender the same at the expiration of the Lease in good and clean condition, reasonable wear and tear excepted.

10. Waiver of Liability: Taking possession of the Leased Premises by Tenant shall be conclusive evidence that Tenant has examined the Leased Premises and that the Leased Premises are in good and satisfactory condition and acceptable to Tenant in all respects. Landlord and Landlord's agents shall not be liable for, and Tenant hereby releases Landlord and Landlord's agents shall not be liable and Tenant, for himself, his family, invitees, licensees and permittees, hereby releases, discharges and acquits Landlord and Landlord's agents from any and all claims for loss, damage or injury of any nature or kind whatsoever to persons or property resulting in any way from or in any manner connected with the occupancy and use of the Leased Premises, the Condominium, and the common elements appurtenant to the Condominium. This waiver of liability stands unless caused by the negligence of Landlord, and Tenant has provided Landlord and Landlord's agents with prior written notice and description of the defect which provided Landlord and Landlord's agents with sufficient time to correct the defect. Landlord and Landlord's agents shall not be liable in any respect for any damage to property entrusted to employees of the Condominium, its Association, or for the loss of any property by theft or otherwise, nor shall Landlord or Landlord's agents be liable in any manner to Tenant for any damage or injury to Tenant or his property by reasons of any failure of the Tenant to keep the Leased Premises in repair.

11. Subordination: This Lease is hereby expressly made subject and subordinate to all mortgages, and all advances which may now or hereafter affect or become a lien upon the Leased Premise, and to any renewals, modifications, consolidation, replacement or extensions thereof.

12. Landlord's Access to Leased Premises: Landlord, and Landlord's servants, agents and employees may, after twenty four (24) hours notice to Tenant, enter in and upon and have free access to the Leased Premises to examine and ascertain if the Leased Premises are in a healthy, clean and slightly condition, to make such alterations or repairs as Landlord may see fit. Within sixty (60) days prior to termination of the term of this Lease, exhibit the Leased Premises to a prospective buyer or a prospective tenant of the Leased Premises. Such entrance, access and visitation shall be at reasonable times unless Landlord and/or its agent determines that earlier entry by Landlord at any time, without the consent of Tenant, is necessary to protect or preserve the Leased Premises.

13. No Assignment or Subletting: Tenant shall neither sublet the Leased Premises or any part thereof nor assign this Lease or any interest therein nor mortgage or encumber this Lease, nor permit this Lease or any interest therein to become transferred by operation of law or otherwise without first obtaining, in each case, the prior written consent of Landlord, which consent may be unreasonably withheld without the necessity of stating the reasons therefor.

14. Rules and Requests: Tenant acknowledges having received upon execution of this Lease a copy of the Rules and Regulations of the Condominium, which are made a part hereof as though fully set forth herein. Tenant understands that the Rules and Regulations of the Condominium may be subject to modification, deletion and additions from time to time, at the sole discretion of the Association. Tenant covenants to abide by all such Rules and Regulations as shall be now or hereafter in effect.

15. Default and Remedies: If the Tenant is In default in the performance of any of the covenants, conditions or agreement herein contained, other than the covenant to pay rent, the Landlord may give to the Tenant five (5) days written notice thereof and of Landlord's intention to terminate this Lease if the default is not cured. If such default is not cured within the five (5) day period, then at the expiration of the five (5) days, the Landlord may give the Tenant three (3) days written notice of the termination of this Lease. Notwithstanding the foregoing, if Tenant defaults in the payment of rent, Landlord shall only be obligated to serve three (3) days written notice upon Tenant on Tenant's failure to pay rent and no further notice of Landlord's intention to terminate this Lease is required. Upon expiration of the applicable termination period, this Lease shall terminate and Tenant shall immediately surrender the Leased Premises to Landlord. The Landlord may, but shall not be required to remove the property of the Tenant and store the property at the expense of Tenant without being liable for prosecution or damages therefore. Landlord may exercise all rights and remedies available to Landlord in this Lease or under the applicable law to enforce its rights hereunder, including the right to evict the Tenant. The remedies given to Landlord are not exclusive, and no termination of the Lease or taking or recovering possession of the Leased Premises shall deprive Landlord of any action for rent, any other charges due under this Lease or any other rights and remedies provided by this lease or the applicable law.

16. Attorney's Fees: Tenant shall pay all costs, expenses and attorney's fees which may be incurred or expended by Landlord in enforcing the terms, covenants and conditions of this Lease whether through legal proceedings, appellate proceedings or otherwise.

17. End of Term: At the end of the term of this Lease, Tenant shall vacate and surrender the Leased Premises to Landlord professionally cleaned and in good condition as it was at the beginning of the term, ordinary wear and tear and damage by the elements excepted, together with all keys, gate passes and combinations to locks, and Tenant shall remove all of Tenant's property. Landlord or Landlord's agent shall order the professional cleaning of the Leased Premises on behalf of Tenant. All costs and charges incurred for such professional cleaning shall be borne by Tenant and shall be deducted from the security deposit being hold in accordance with Section 3 of this Lease.

All property, installations and additions required to be removed by Tenant at the end of the term which remain in the Leased Premises after Tenant has vacated shall be considered abandoned by Tenant and, at the option of Landlord, may either be retained as Landlord's property or may be removed by Landlord at Tenant's expense.

18. Holding Over - Double Rent: If Tenant holds over and continues in possession of the Leased Premises, or any part thereof, after the expiration of the Lease without Landlord's permission, Landlord may recover double the amount of the rent due for each day Tenant holds over and refuses to surrender possession.

19. Notices: Any notice that either party hereto desires or is required to give to the other shall be in writing. Notice shall be served upon Landlord by personal delivery or certified mail, return receipt requested, to Landlord and Landlord's agent at the address as set forth on page one (1) of this Lease. Any notice may be served upon Tenant by personally serving the Tenant or any member of Tenant's family, found at or upon the Leased Premises, or by mailing same by regular mail to Tenant at the Leased Premises. Landlord may change the place where notice is to be sent by giving written notice to Tenant no less than ten (10) days prior to the date upon which said change shall become effective.

20. Landlord's Failure to Give Possession: It is expressly agreed by the parties hereto that Landlord shall have no liability to Tenant whatsoever if Landlord shall fail to deliver possession of the Leased Premises to Tenant on the date of the commencement of the term hereof. Under such circumstance, the rental reserved and covenant to be paid herein shall be abated pending the availability of the Leased Premises to Tenant.

21. Interruption of Service: Interruption or curtailment of any service maintained in the Condominium or the Association or by any causes beyond Landlord's control, shall not entitle Tenant to any claim against Landlord or to any abatement in rent, nor shall the same constitute constructive or partial eviction unless Landlord fails to take such measures as may be reasonable in the circumstances to restore the service without delay.

21. Interruption of Service: Interruption or curtailment of any service maintained in the Condominium or the Association or by any causes beyond Landlord's control, shall not entitle Tenant to any claim against Landlord or to any abatement in rent, nor shall the same constitute constructive or partial eviction unless Landlord fails to take such measures as may be reasonable in the circumstances to restore the service without delay.

22. Waiver of Trial by Jury: It is mutually agreed by and between Landlord and Tenant, that the respective parties hereto shall and they do hereby, waive trial by jury In any action or proceeding arising out of or In any way connected with this Lease, or any claim for injury or damage.

23. Rights and Remedies Cumulative: All rights and remedies herein created for the benefit of Landlord are cumulative and Landlord's resort to any particular remedy shall not be construed as an election of remedies on the part of Landlord or to execute or prevent Landlord's resort to any other remedy provided for in this Lease.

24. Animals: Tenant shall keep no domestic or other animals on or about the premises without the written consent of Landlord. Any damages to premises by animals, including, but not limited to, flea infestation, stains, and pet odors, shall be the sole responsibility of Tenant.

25. Benefit: All promises, covenants, and agreements set forth in this Lease shall be binding upon, apply and inure to the benefit of the heirs, successors, personal representatives, assignees or administrators of Landlord and Tenant.

Electronically Signed using eSignOnline™ [Session ID : 1a5664da-b9ed-478b-9c0e-24fb3781c5bb]

CONDOMINIUM UNIT LEASE

THIS LEASE made and entered into this 23 day of February, 2019
by and between LUCAS RAZUKK located at _____
and YANDRO CHANYING & LUISA FERNANDA GALLEG0 RESTREPO hereinafter, referred to as "Landlord",
located at _____ hereinafter referred to as "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the covenants, agreement and conditions herein contained, on the part of the Tenant to be kept and performed, does hereby demise and Lease unto Tenant, and said Tenant does hereby hire and take from Landlord, _____ parking space 1 located at _____
(the "Condominium") (hereinafter referred to as the "Leased Premises") and Landlord's personal property described as follows:
90 SW 3ST UNIT 3911 MIAMI FL 33130 IVY CONDOMINIUM

1. Term: This Lease shall be for the term of 1 YEAR (12) months, commencing on the 20 day of August, 2018, and terminating on the 19 day of August, 2019, both dates inclusive, unless sooner terminated as hereinafter provided.

2. Rent: Tenant agrees to pay Landlord as and for rent for the Leased Premises for the term hereof the total sum of TWENTY EIGHT THOUSAND EIGHT HOUNDERD DOLLARS (\$28,800.00) Dollars, which sum will be paid in equal monthly installments of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) Dollars. The first installment shall be paid no later than fifteen (15) days prior day of each and every month for and to the date that Tenant takes possession of the Leased Premises and thereafter in advance on or before the day of each and every month for and during the full term of this Lease. Rent will be paid at LUCAS RAZUKK or at such other place as Landlord may designate without notice or demand, and without any deduction, counterclaim or set-off whatsoever. Simultaneously with the execution of the Lease by Tenant, Tenant shall pay to Landlord \$_____ which shall constitute the first and last month's rental for the Leased Premises. In the event Tenant shall fail to pay the rent due on the date specified herein above or within five (5) days thereafter, then Tenant will pay to Landlord a late charge equal to ten (10%) percent of the monthly rental. In the event that at the time of the termination of this Lease there is due and owing from Tenant, then the Landlord is authorized to deduct the late charges from the security deposit being held by Landlord or Landlord's agent.

3. Security Deposit: Tenant herewith deposits with Landlord the sum of _____ (\$_____) Dollars, which sum shall be held by: (Check One) ☐ Landlord; ☐ Landlord's agent; ☐ Other; as security for the performance by Tenant of all other terms, conditions and covenants of this Lease and as security for the return by Tenant to Landlord the Leased Premises and Landlord's personal property situated in the Leased Premises, in accordance with the terms of this Lease. The security deposit shall be held without interest. Tenant agrees that in the event of a default of any nature of kind by Tenant, Landlord may, at Landlord's option, retain the security deposit as liquidated, stipulated and agreed upon damages, or may offset said security deposit against actual loss or damages sustained by Landlord, and that in no event shall Landlord be deprived of any other remedy, whether at law or reserved by the terms of this Lease, regardless of whether Landlord retains all or any portion of the security deposit.

Upon expiration of the term of this Lease, and in the event that there has been no default of any nature or kind on the part of Tenant, said security deposit shall be returned to Tenant, by Landlord, less any sum or sums retained by Landlord on account of (i) loss or damage to the Leased Premises, or any appliances, or heating, ventilation and air conditioning equipment ("HVAC"), (ii) failure by Tenant to pay any outstanding utility or telephone bills for the Leased Premises, (iii) floor coverings of other items situated in the Leased Premises, or (iv) the professional cleaning of the Leased Premises referred to in Section 17 hereof. In the event Tenant deposits less than the full amount of all deposits required hereunder and fails to occupy the Leased Premises within thirty (30) days from the commencement date of the term of this lease, this Lease shall become null and void and Tenant shall forfeit all deposits made hereunder. Landlord or Landlord's agent shall thereafter disburse such deposits to Landlord, in accordance with the terms and conditions set forth herein.

4. Application for Lease Approval: The application for approval of this Lease, if required by the Condominium's Condominium Association (The "Association") shall be immediately made by Tenant. Tenant represents and warrants that the information furnished by Tenant in such application to be true and correct. Tenant's breach of such representations and promises shall be a default hereunder. The Association fee that must be filed with the aforesaid application shall be paid by Tenant. In the event that the Association fails to approve this Lease, this Lease shall be null and void and all deposits paid hereunder shall be promptly returned to Tenant and the parties shall thereupon be relieved from all further liability hereunder, provided Tenant has used his best efforts to gain approval. If Tenant has not used his best efforts to gain approval then all sums heretofore paid by Tenant shall be retained as liquidated damages. Simultaneously with the execution hereof, if required by the Association, Tenant shall deposit with the Association the sum of \$_____ to be held by said Association as security against any damages that may be caused by Tenant to the common areas of the Condominium. Upon termination of the Lease term, Tenant shall apply to the Association for the reimbursement of such funds.

5. Occupancy and Use of Leased Premises: The Leased Premises shall be possessed, occupied and utilized solely for a private dwelling and for no other purpose. Tenant shall abide by and comply with all rules and regulations now or hereafter promulgated by the Association and shall abide by and comply with all ordinances and laws of all governmental entities having jurisdiction, whether federal, state or local. Tenant agrees to take possession of the Leased Premises upon the commencement of the term of the Lease. Tenant's failure to take possession thereof shall be deemed a default under the Lease and Landlord may avail itself of the remedies provided for in Sections 15 and 16 hereunder.

6. Taxes: Tenant hereby agrees to pay Landlord any sales, use or excise tax, or any similar tax assessed or levied on rents received by Landlord from Tenant or on amounts received by Landlord under this Lease or otherwise, as may be now or hereafter authorized by the laws of Florida or the laws of any governmental authority having jurisdiction, whether federal, state or local. Landlord shall be responsible for payment of all income tax and agrees to be responsible for filing all pertinent tax returns.

7. Utilities: Tenant shall initiate, contract for and obtain in Tenant's name all utility services for the Leased Premises. In the event the Tenant, becomes in arrears for a period of two (2) months, said arrearage shall be deemed to be a default by Tenant under this Lease.

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16. Attorney's Fees: Tenant shall pay all costs, expenses and attorney's fees which may be incurred or expended by Landlord in enforcing the terms, covenants and conditions of this Lease whether through legal proceedings, appellate proceedings or otherwise.

17. End of Term: At the end of the term of this Lease, Tenant shall vacate and surrender the Leased Premises to Landlord professionally cleaned and in good condition as it was at the beginning of the term, ordinary wear and tear and damage by the elements excepted, together with all keys, gate passes and combinations to locks, and Tenant shall remove all of Tenant's property. Landlord or Landlord's agent shall order the professional cleaning of the Leased Premises on behalf of Tenant. All costs and charges incurred for such professional cleaning shall be borne by Tenant and shall be deducted from the security deposit being held in accordance with Section 3 of this Lease.

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19. Notices: Any notice that either party hereto desires or is required to give to the other shall be in writing. Notice shall be served upon Landlord by personal delivery or certified mail, return receipt requested, to Landlord and Landlord's agent at the address as set forth on page one (1) of this Lease. Any notice may be served upon Tenant by personally serving the Tenant or any member of Tenant's family, found at or upon the Leased Premises, or by mailing same by regular mail to Tenant at the Leased Premises. Landlord may change the place where notice is to be sent by giving written notice to Tenant no less than ten (10) days prior to the date upon which said change shall become effective.

20. Landlord's Failure to Give Possession: It is expressly agreed by the parties hereto that Landlord shall have no liability to Tenant whatsoever if Landlord shall fail to deliver possession of the Leased Premises to Tenant on the date of the commencement of the term hereof. Under such circumstance, the rental reserved and covenant to be paid herein shall be abated pending the availability of the Leased Premises to Tenant.

21. Interruption of Service: Interruption or curtailment of any service maintained in the Condominium or the Association or by any causes beyond Landlord's control, shall not entitle Tenant to any claim against Landlord or to any abatement in rent, nor shall the same constitute constructive or partial eviction unless Landlord fails to take such measures as may be reasonable in the circumstances to restore the service without delay.

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22. Waiver of Trial by Jury: It is mutually agreed by and between Landlord and Tenant, that the respective parties hereto shall and they do hereby, waive trial by jury in any action or proceeding arising out of or in any way connected with this Lease, or any claim for injury or damage.

23. Rights and Remedies Cumulative: All rights and remedies herein created for the benefit of Landlord are cumulative and Landlord's resort to any particular remedy shall not be construed as an election of remedies on the part of Landlord or to execute or prevent Landlord's resort to any other remedy provided for in this Lease.

24. Animals: Tenant shall keep no domestic or other animals on or about the premises without the written consent of Landlord. Any damages to premises by animals, including, but not limited to, flea infestation, stains, and pet odors, shall be the sole responsibility of Tenant.

25. Benefit: All promises, covenants, and agreements set forth in this Lease shall be binding upon, apply and inure to the benefit of the heirs, successors, personal representatives, assignees or administrators of Landlord and Tenant.

30. **Entire Agreement:** If this Lease, or any of the rules and regulations by way of reference incorporated herein, shall contain any term or provision which shall be invalid or unenforceable, the remainder of this Lease, or the rules and regulations of the Condominium, as the case may be, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted by law.

27. **Commission Agreement:** Landlord will pay from the initial deposits, ten (10%) percent of the total rent set forth in Section 2 hereof as a brokerage commission to _____; No refund of such commission will be made in the event of default. An additional ten (10%) percent commission will be due to _____ for each extension or renewal of this Lease whether written, oral or execution of a new lease with Tenant or a related party regardless of whether or not this extension is accomplished by Realtor. In the event any commission is due to Realtor, Realtor shall have the right to request that the rent be paid directly to his/her office, in order to collect commissions paid. In the event the Tenant purchases the Leased Premises during the term hereof or within twelve (12) months after the Lease or any extension or renewal term expires, a brokerage commission of six (6%) percent of the sales price will be due _____ one-half (1/2) of the deposit in case same is forfeited by the Tenant through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission.

In connection with any litigation arising out of this Commission Agreement, Landlord agrees to pay for all costs incurred including reasonable attorneys fees.

28. **Entire Agreement:** Tenant acknowledges that Landlord and Landlord's agents have made no representations or promises with respect to the Leased Premises or of the terms of this Lease other than as set forth herein and that this Lease represents the entire understanding between the parties. Any modification of this Lease must be in writing and signed by the party against whom enforcement of the change or modification is sought.

29. **No Waiver:** The receipt by Landlord of rent with knowledge of the breach of any covenant of the Lease, shall not be deemed a waiver of such breach, unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than an account of the stipulated rent. Nor shall any endorsement or statement on any check nor any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy under this Lease.

33. **Additional Provisions:**

IN THE EVENT THE INITIAL DEPOSIT DOES NOT COVER COMMISSIONS OWED, OWNER GRANTS REALTOR THE RIGHT TO ASK TENANT TO DIRECT SECOND MONTHS RENT TO REALTOR FOR COLLECTION.

LEASE PREPARED BY: ☐ LANDLORD ☐ TENANT ☐ ATTORNEY
IN WITNESS WHEREOF, the parties have executed the Lease as of the day and year first above written.

Witness

LANDLORD

By

Witness

By

Witness

TENANT

By

Witness

By

Electronically Signed using eSignOnline™ [Session ID : 1a5664da-b9ed-478b-9c0e-24fb3781c5bb]

CONDOMINIUM UNIT LEASE

THIS LEASE made and entered into this 28 day of February, 2018
by and between LUCAS RAZUKK located at _____
and YANDRO CHANYING & LUISA FERNANDA GALLEG0 RESTREPO hereinafter, referred to as "Landlord",
located at _____ hereinafter referred to as "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the covenants, agreement and conditions herein contained, on the part of the Tenant to be kept and performed, does hereby demise and Lease unto Tenant, and said Tenant does hereby hire and take from Landlord, _____ parking space 1 located at _____
(the "Condominium") (hereinafter referred to as the "Leased Premises") and Landlord's personal property described as follows:
90 SW 3ST UNIT 3911 MIAMI FL 33130 IVY CONDOMINIUM

1. Term: This Lease shall be for the term of 1 YEAR (12) months, commencing on the 20 day of August, 2017, and terminating on the 20 day of August, 2018, both dates inclusive, unless sooner terminated as hereinafter provided.

2. Rent: Tenant agrees to pay Landlord as and for rent for the Leased Premises for the term hereof the total sum of TWENTY EIGHT THOUSAND EIGHT HOUNDED DOLLARS (\$28,800.00) Dollars, which sum will be paid in equal monthly installments of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) Dollars. The first installment shall be paid no later than fifteen (15) days prior day of each and every month for and to the date that Tenant takes possession of the Leased Premises and thereafter in advance on or before the day of each and every month for and during the full term of this Lease. Rent will be paid at LUCAS RAZUKK or at such other place as Landlord may designate without notice or demand, and without any deduction, counterclaim or set-off whatsoever. Simultaneously with the execution of the Lease by Tenant, Tenant shall pay to Landlord \$ _____ which shall constitute the first and last month's rental for the Leased Premises. In the event Tenant shall fail to pay the rent due on the date specified herein above or within five (5) days thereafter, then Tenant will pay to Landlord a late charge equal to ten (10%) percent of the monthly rental. In the event that at the time of the termination of this Lease there is due and owing from Tenant, then the Landlord is authorized to deduct the late charges from the security deposit being held by Landlord or Landlord's agent.

3. Security Deposit: Tenant herewith deposits with Landlord the sum of \$ _____ Dollars, which sum shall be held by: (Check One) ☐ Landlord; ☐ Landlord's agent; ☐ Other; as security for the performance by Tenant of all other terms, conditions and covenants of this Lease and as security for the return by Tenant to Landlord the Leased Premises and Landlord's personal property situated in the Leased Premises, in accordance with the terms of this Lease. The security deposit shall be held without interest. Tenant agrees that in the event of a default of any nature of kind by Tenant, Landlord may, at Landlord's option, retain the security deposit as liquidated, stipulated and agreed upon damages, or may offset said security deposit against actual loss or damages sustained by Landlord, and that in no event shall Landlord be deprived of any other remedy, whether at law or reserved by the terms of this Lease, regardless of whether Landlord retains all or any portion of the security deposit.

Upon expiration of the term of this Lease, and in the event that there has been no default of any nature or kind on the part of Tenant, said security deposit shall be returned to Tenant, by Landlord, less any sum or sums retained by Landlord on account of (i) loss or damage to the Leased Premises, or any appliances, or heating, ventilation and air conditioning equipment ("HVAC"), (ii) failure by Tenant to pay any outstanding utility or telephone bills for the Leased Premises, (iii) floor coverings of other items situated in the Leased Premises, or (iv) the professional cleaning of the Leased Premises referred to in Section 17 hereof. In the event Tenant deposits less than the full amount of all deposits required hereunder and fails to occupy the Leased Premises within thirty (30) days from the commencement date of the term of this lease, this Lease shall become null and void and Tenant shall forfeit all deposits made hereunder. Landlord or Landlord's agent shall thereafter disburse such deposits to Landlord, in accordance with the terms and conditions set forth herein.

4. Application for Lease Approval: The application for approval of this Lease, if required by the Condominium's Condominium Association (The "Association") shall be immediately made by Tenant. Tenant represents and warrants that the information furnished by Tenant in such application to be true and correct. Tenant's breach of such representations and promises shall be a default hereunder. The Association fee that must be filed with the aforesaid application shall be paid by Tenant. In the event that the Association fails to approve this Lease, this Lease shall be null and void and all deposits paid hereunder shall be promptly returned to Tenant and the parties shall thereupon be relieved from all further liability hereunder, provided Tenant has used his best efforts to gain approval. If Tenant has not used his best efforts to gain approval then all sums heretofore paid by Tenant shall be retained as liquidated damages. Simultaneously with the execution hereof, if required by the Association, Tenant shall deposit with the Association the sum of \$ _____ to be held by said Association as security against any damages that may be caused by Tenant to the common areas of the Condominium. Upon termination of the Lease term, Tenant shall apply to the Association for the reimbursement of such funds.

5. Occupancy and Use of Leased Premises: The Leased Premises shall be possessed, occupied and utilized solely for a private dwelling and for no other purpose. Tenant shall abide by and comply with all rules and regulations now or hereafter promulgated by the Association and shall abide by and comply with all ordinances and laws of all governmental entities having jurisdiction, whether federal, state or local. Tenant agrees to take possession of the Leased Premises upon the commencement of the term of the Lease. Tenant's failure to take possession thereof shall be deemed a default under the Lease and Landlord may avail itself of the remedies provided for in Sections 15 and 16 hereunder.

6. Taxes: Tenant hereby agrees to pay Landlord any sales, use or excise tax, or any similar tax assessed or levied on rents received by Landlord from Tenant or on amounts received by Landlord under this Lease or otherwise, as may be now or hereafter authorized by the laws of Florida or the laws of any governmental authority having jurisdiction, whether federal, state or local. Landlord shall be responsible for payment of all income tax and agrees to be responsible for filing all pertinent tax returns.

7. Utilities: Tenant shall initiate, contract for and obtain in Tenant's name all utility services for the Leased Premises. In the event the Tenant, becomes in arrears for a period of two (2) months, said arrearage shall be deemed to be a default by Tenant under this Lease.

8. No Additions or Alterations by Tenant: Tenant shall make no changes or alterations of any nature whatsoever in or upon the Leased Premises, including but not limited to, installation of additional or substituted locks or bolts in or upon any door, and the alteration or installation of any lighting fixture, without having first obtained the written consent of Landlord. Landlord may remove or change any addition or alteration made by Tenant at Tenant's expense, which charge shall be paid by Tenant upon demand. If any mechanic's lien is filed against the Leased Premises for work claimed to have been performed or for materials claimed to have been furnished to Tenant, the mechanic's lien shall be discharged by the Tenant within ten (10) days at Tenant's expense.

9. Maintenance of Leased Premises: Tenant will maintain the Leased Premises in good and clean condition and in a good state of repair at all times, and shall use and maintain all mechanical equipment, including kitchen appliances, plumbing fixtures and the HVAC. Tenant shall be responsible for any damage to the Leased Premises, mechanical equipment or other items installed upon the Leased Premises which results from the abuse, negligence, or the failure of Tenant to comply with any requirements or regulations. Tenant agrees not to tamper with any of the wiring or plumbing within Leased Premises. In the event that repairs or replacements are required to any of the above described equipment, appliances or fixtures as a result of mechanical breakdown or damage arising or resulting from any use thereof by, through, or on behalf of Tenant, Tenant shall be responsible for payment of repairs or replacements costing \$100.00 or less for each such required repair or replacement. If repairs or replacements are required, they shall be made only by licensed personnel approved in advance and in writing by the Landlord or Landlord's agent. If wall-to-wall carpeting has been installed in the Leased Premises, Tenant shall be responsible for the condition of such carpeting and any damage thereto, and shall surrender the same at the expiration of the Lease in good and clean condition, reasonable wear and tear excepted.

10. Waiver of Liability: Taking possession of the Leased Premises by Tenant shall be conclusive evidence that Tenant has examined the Leased Premises and that the Leased Premises are in good and satisfactory condition and acceptable to Tenant in all respects. Landlord and Landlord's agents shall not be liable for, and Tenant hereby releases Landlord and Landlord's agents shall not be liable and Tenant, for himself, his family, invitees, licensees and permittees, hereby releases, discharges and acquits Landlord and Landlord's agents from any and all claims for loss, damage or injury of any nature or kind whatsoever to persons or property resulting in any way from or in any manner connected with the occupancy and use of the Leased Premises, the Condominium, and the common elements appurtenant to the Condominium. This waiver of liability stands unless caused by the negligence of Landlord, and Tenant has provided Landlord and Landlord's agents with prior written notice and description of the defect which provided Landlord and Landlord's agents with sufficient time to correct the defect. Landlord and Landlord's agents shall not be liable in any respect for any damage to property entrusted to employees of the Condominium, its Association, or for the loss of any property by theft or otherwise, nor shall Landlord or Landlord's agents be liable in any manner to Tenant for any damage or injury to Tenant or his property by reasons of any failure of the Tenant to keep the Leased Premises in repair.

11. Subordination: This Lease is hereby expressly made subject and subordinate to all mortgages, and all advances which may now or hereafter affect or become a lien upon the Leased Premise, and to any renewals, modifications, consolidation, replacement or extensions thereof.

12. Landlord's Access to Leased Premises: Landlord, and Landlord's servants, agents and employees may, after twenty four (24) hours notice to Tenant, enter in and upon and have free access to the Leased Premises to examine and ascertain if the Leased Premises are in a healthy, clean and slightly condition, to make such alterations or repairs as landlord may see fit. Within sixty (60) days prior to termination of the term of this Lease, exhibit the Leased Premises to a prospective buyer or a prospective tenant of the Leased Premises. Such entrance, access and visitation shall be at reasonable times unless Landlord and/or its agent determines that earlier entry by Landlord at any time, without the consent of Tenant, is necessary to protect or preserve the Leased Premises.

13. No Assignment or Subletting: Tenant shall neither sublet the Leased Premises or any part thereof nor assign this Lease or any interest therein nor mortgage or encumber this Lease, nor permit this Lease or any interest therein to become transferred by operation of law or otherwise without first obtaining, in each case, the prior written consent of Landlord, which consent may be unreasonably withheld without the necessity of stating the reasons therefor.

14. Rules and Requests: Tenant acknowledges having received upon execution of this Lease a copy of the Rules and Regulations of the Condominium, which are made a part hereof as though fully set forth herein. Tenant understands that the Rules and Regulations of the Condominium may be subject to modification, deletion and additions from time to time, at the sole discretion of the Association. Tenant covenants to abide by all such Rules and Regulations as shall be now or hereafter in effect.

15. Default and Remedies: If the Tenant is in default in the performance of any of the covenants, conditions or agreement herein contained, other than the covenant to pay rent, the Landlord may give to the Tenant five (5) days written notice thereof and of Landlord's intention to terminate this Lease if the default is not cured. If such default is not cured within the five (5) day period, then at the expiration of the five (5) days, the Landlord may give the Tenant three (3) days written notice of the termination of this Lease. Notwithstanding the foregoing, if Tenant defaults in the payment of rent, Landlord shall only be obligated to serve three (3) days written notice upon Tenant on Tenant's failure to pay rent and no further notice of Landlord's intention to terminate this Lease is required. Upon expiration of the applicable termination period, this Lease shall terminate and Tenant shall immediately surrender the Leased Premises to Landlord. The Landlord may, but shall not be required to remove the property of the Tenant and store the property at the expense of Tenant without being liable for prosecution or damages therefore. Landlord may exercise all rights and remedies available to Landlord in this Lease or under the applicable law to enforce its rights hereunder, including the right to evict the Tenant. The remedies given to Landlord are not exclusive, and no termination of the Lease or taking or recovering possession of the Leased Premises shall deprive Landlord of any action for rent, any other charges due under this Lease or any other rights and remedies provided by this lease or the applicable law.

16. Attorney's Fees: Tenant shall pay all costs, expenses and attorney's fees which may be incurred or expended by Landlord in enforcing the terms, covenants and conditions of this Lease whether through legal proceedings, appellate proceedings or otherwise.

17. End of Term: At the end of the term of this Lease, Tenant shall vacate and surrender the Leased Premises to Landlord professionally cleaned and in good condition as it was at the beginning of the term, ordinary wear and tear and damage by the elements excepted, together with all keys, gate passes and combinations to locks, and Tenant shall remove all of Tenant's property. Landlord or Landlord's agent shall order the professional cleaning of the Leased Premises on behalf of Tenant. All costs and charges incurred for such professional cleaning shall be borne by Tenant and shall be deducted from the security deposit being held in accordance with Section 3 of this Lease.

All property, installations and additions required to be removed by Tenant at the end of the term which remain in the Leased Premises after Tenant has vacated shall be considered abandoned by Tenant and, at the option of Landlord, may either be retained as Landlord's property or may be removed by Landlord at Tenant's expense.

18. Holding Over - Double Rent: If Tenant holds over and continues in possession of the Leased Premises, or any part thereof, after the expiration of the Lease without Landlord's permission, Landlord may recover double the amount of the rent due for each day Tenant holds over and refuses to surrender possession.

19. Notices: Any notice that either party hereto desires or is required to give to the other shall be in writing. Notice shall be served upon Landlord by personal delivery or certified mail, return receipt requested, to Landlord and Landlord's agent at the address as set forth on page one (1) of this Lease. Any notice may be served upon Tenant by personally serving the Tenant or any member of Tenant's family, found at or upon the Leased Premises, or by mailing same by regular mail to Tenant at the Leased Premises. Landlord may change the place where notice is to be sent by giving written notice to Tenant no less than ten (10) days prior to the date upon which said change shall become effective.

20. Landlord's Failure to Give Possession: It is expressly agreed by the parties hereto that Landlord shall have no liability to Tenant whatsoever if Landlord shall fail to deliver possession of the Leased Premises to Tenant on the date of the commencement of the term hereof. Under such circumstance, the rental reserved and covenant to be paid herein shall be abated pending the availability of the Leased Premises to Tenant.

21. Interruption of Service: Interruption or curtailment of any service maintained in the Condominium or the Association or by any causes beyond Landlord's control, shall not entitle Tenant to any claim against Landlord or to any abatement in rent, nor shall the same constitute constructive or partial eviction unless Landlord fails to take such measures as may be reasonable in the circumstances to restore the service without delay.

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22. Waiver of Trial by Jury: It is mutually agreed by and between Landlord and Tenant, that the respective parties hereto shall and they do hereby, waive trial by jury in any action or proceeding arising out of or in any way connected with this Lease, or any claim for injury or damage.

23. Rights and Remedies Cumulative: All rights and remedies herein created for the benefit of Landlord are cumulative and Landlord's resort to any particular remedy shall not be construed as an election of remedies on the part of Landlord or to execute or prevent Landlord's resort to any other remedy provided for in this Lease.

24. Animals: Tenant shall keep no domestic or other animals on or about the premises without the written consent of Landlord. Any damages to premises by animals, including, but not limited to, flea infestation, stains, and pet odors, shall be the sole responsibility of Tenant.

25. Benefit: All promises, covenants, and agreements set forth in this Lease shall be binding upon, apply and inure to the benefit of the heirs, successors, personal representatives, assignees or administrators of Landlord and Tenant.

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