# 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;



# 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 GALLEGO 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.

**PROCESO: EJECUTIVO** 

**DEMANDANTE: ALVARO ARANGO ARANGO** 

**DEMANDADA: LUISA FERNANDA GALLEGO RESTREPO** 

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.

Álvaro Uribe Ruiz

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**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 articulo 133 numeral 8 del Código

General del Proceso, la cual debe se 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 GALLEGO 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 <u>sentencia T-081 de 2009</u>, 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

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Abogado

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 <u>la notificación constituye un</u> <u>elemento esencial de las actuaciones procesales</u>, 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.

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**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

Celular N°. 3104324310 E-mail: <u>alvaro.uribe13@hotmail.com</u> Medellín Antioquia Colombia

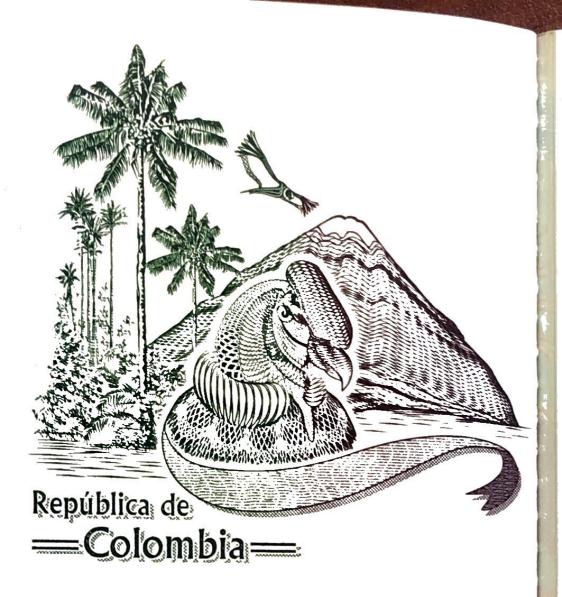


# PASAPORTE

"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 cooperation qui puissent lui être utiles, en cas de necessité."



AP 248138

Toda alteración en este pasaporte implica su invalidez.

Any alteration to this passport will render it invalid.

# REPUBLICA DE COLOMBIA

PASSPORTE PASSPORT

COL Cod. pais / Cod.

Cod. pais / Country code

Pasaporte Nº / Passport No. AP248138

Apellidos / Surname

GALLEGO RESTREPO

Nombres / Given names

**LUISA FERNANDA** 

Nacionalidad / Nationality

COLOMBIANA

29 DIC/DEC 1971

Núm. personal / Personal No.

CC43284466

Sexo / Sex

MEDELLIN COL

Pecha de expedicion / Date of issue 23 DIC/DEC 2013

Pecha de Vencimiento / Date of expiry

23 DIC/DEC 2023

G. ANTIOQUIA

Firma del titular / Holder's signature



P<COLGALLEGO<RESTREPO<<LUISA<FERNANDA<<<<<<

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REPUBLICA DEL ECUADOR SALIDA GUAYAQUIL



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Issuing Post Name

**US EMBASSY BOGOTA** 

Surname

GALLEGO RESTREPO

Given Name

LUISA FERNANDA

Birth Date

Birthplace 29DEC1971 COL

Passport Number

AP248138

Annotation 212(G)(2)(B) Waiver Section 212(a)(9)(B)(v)

Gender

Nationality

COL

IV Issue Date 29AUG2017 Marital Status MAR

**IV** Category

IR1

IMMIGRANT VISA

BGT201458003801

Registration Number

64557391

IV Case Number

IV Expires On 21DEC2017

M5987756

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

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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.

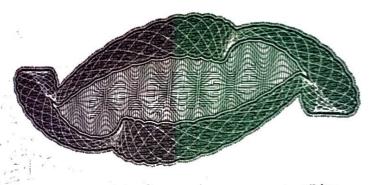
ATENCIÓN: Cuide el pasaporte. Su pérdida o deterioro puede causarle inconvenientes en el exterior.

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:	11//:
País / Country:	





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 by and between	this20	day of	August CAS RAZZUK			located at
by and between		200	WIO TO IZZOIC	herein	nafter, referred to as	
andYA	NDRO CHANYIN	IG & LUISA FERI	NANDA GALLEGO RE			
90	sw 3st Unit 3911	Miami 33130		herei	inafter referred to as '	"Tenant".
		WITNE	SSETH:			
That Landlord, for and in considerabe kept and performed, does here	by demise and	Lease unto To	enant, and said Te	nant does hereb	y hire and take from	
(41 - 110 - 11 - 11 - 11 - 11 - 11 - 11 -		parking space _	1 loca	ted at		
(the "Condominium") (hereinafter ref 90 SW 3St UNIT 3911 MIAMI FL 33130			ses") and Landiord's	s personai properi	y described as follow	'S: 
1. Term: This Lease shall b	ninating on the	f 1 YEAR 18	( <u>12</u> ) months, day of	commencing on August	the <u>19</u> , <u>2021</u> , both date	
unless sooner terminated as hereina	•					
2. Rent: Tenant agrees to TWENTY NINE THOUS monthly installments of installment shall be paid no later the possession of the Leased Premises	AND FOUR HUN TWO THOUSAN han fifteen (15)	DRED D FOUR HUNDF days prior da	(\$29,400.00 RED FIFTY DOLLAR y of each and eve	) Dollars, (\$ <u>2,4</u> ry month for and	which sum will be pa 50.00 ) Dollar to the date that Te	aid in equal s. The first enant takes
of this Lease. Rent will be paid at _						or at
such other place as Landlord may d Simultaneously with the execution of first and last month's rental for the above or within five (5) days thereaf In the event that at the time of the deduct the late charges from the sec	f the Lease by Leased Premis ter, then Tenan termination of	Tenant, Tenant es. In the ever t will pay to Lar his Lease there	shall pay to Landlont Tenant shall fail adlord a late charge is due and owing	ord \$ to pay the rent d equal to ten (10% from Tenant, the	which shall co lue on the date spec %) percent of the mor	nstitute the ified herein nthly rental.
<del>-</del>		-	lord the sum of	3-		
Other; as security for the perfor return by Tenant to Landlord the Le with the terms of this Lease. The s nature of kind by Tenant, Landlord damages, or may offset said security be deprived of any other remedy, wany portion of the security deposit.	mance by Tena eased Premises ecurity deposit may, at Landle deposit agains thether at law o	nt of all other to and Landlord's shall be held vord's option, ret st actual loss or r reserved by the	erms, conditions and personal property without interest. Ter ain the security de damages sustained terms of this Lea	d covenants of the situated in the Lenant agrees that posit as liquidated by Landlord, and ase, regardless of	eased Premises, in a in the event of a def ed, stipulated and agd that in no event shaff whether Landlord re	urity for the accordance fault of any greed upon all Landlord etains all or
Upon expiration of the term of Tenant, said security deposit shall be or damage to the Leased Premises Tenant to pay any outstanding utility Premises, or (iv) the professional clean the full amount of all deposits commencement date of the term of hereunder. Landlord or Landlord's conditions set forth herein.	e returned to Te , or any appliar or telephone be eaning of the L s required here of this lease, the	enant, by Landlonces, or heating lls for the Lease eased Premise runder and fails is Lease shall	ord, less any sum or g, ventilation and ai ed Premises, (iii) flo s referred to in Sec s to occupy the Le become null and	r sums retained b r conditioning equ or coverings of ot ction I7 hereof. In eased Premises v void and Tenant	y Landlord on accour uipment ("HVAC"), (ii ther items situated in the event Tenant de within thirty (30) day shall forfeit all depo	nt of (i) loss i) failure by the Leased eposits less as from the osits made
4. Application for Lease Apple Association (The "Association") shat by Tenant in such application to the hereunder. The Association feet the Association falls to approve this Lease Tenant and the parties shall thereup approval. If Tenant has not used liquidated damages. Simultaneously the sum of \$ to be common areas of the Condominium of such funds.	Il be immediate be true and contact must be file ase, this Lease on be relieved his best efforts y with the execute held by said A	y made by Ter rrect. Tenant's ed with the afo shall be null an from all further is to gain appro- tition hereof, if rassociation as s	nant. Tenant repressions breach of such repression application of void and all depoplicability hereunder, aval then all sums bequired by the Associations.	sents and warrantepresentations are shall be paid by sits paid hereund provided Tenant I heretofore paid I beciation, Tenant so damages that me	ts that the information of promises shall be Tenant. In the ever the shall be promptly has used his best effects and the shall be the shall deposit with the shall be caused by Tenay be caused by Tenay be caused by Tenay be shall deposit with the shall	n furnished e a default ent that the returned to orts to gain retained as Association enant to the

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- 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 Promises 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 permitees, 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 sightly 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.

Page 2 of 4



- 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.
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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.

Page 3 of 4



	ed thereby, and ead	nainder of this Lease, or the rules and regulations of the ch and every term and provision otherwise valid shall remain
<b>27. Commission Agreement:</b> Landlord will pay hereof as a brokerage commission to	from the initial dep	osits, ten (10%) percent of the total rent set forth in Section 2; No refund of such commission will be made in the to for
each extension or renewal of this Lease whether writted whether or not this extension is accomplished by Realtor request that the rent be paid directly to his/her office, Leased Premises during the term hereof or within two brokerage commission of six (6%) percent of the sales Landlord agrees to pay	en, oral or execution or. In the event any in order to collect of elve (12) months aft is price will be due	or of a new lease with Tenant or a related party regardless of a commission is due to Realtor, Realtor shall have the fight to commissions owed. In the event the Tenant purchases the ter the Lease or any extension or renewals hereof expire, a
In connection with any litigation arising out of this reasonable attorneys fees.	Commission Agree	ment, Landlord agrees to pay for all costs incurred including
with respect to the Leased Premises or of the terms of t	this Lease other tha	andlord's agents have made no representations or promises n as set forth herein and that this Lease represents the entire just be in waiting and signed by the party against whom
a waiver of such breach, unless such waiver be in writing amount than the monthly rent herein stipulated shall endorsement or statement on any check nor any let	ng signed by Landlo be deemed to be o tter accompanying	the breach of any covenant of this Lease, shall not be deemed ord. No payment by Tenant or receipt by Landlord of a lesser other than an account of the stipulated rent. Nor shall any any check or payment of rent be deemed an accord and judice to Landlord's right to recover the balance of such rent
30. Additional Provisions: IN THE EVENT THE INITIAL DEPOSIT DOES THE RIGHT TO ASK TENANT TO DIRECT SI		MMISSIONS OWED, OWNER GRANTS REALTOR RENT TO REALTOR FOR COLLECTION.
LEASE PREPARED BY: LANDLORD IN WITNESS WHEREOF, the parties have execute		
Witness	LANDLORD:	By: Lucas Razzuk
Witness		By:
Witness	TENANT:	By: YANDRO CHANYING
Witness		By: LUISA GALLEGO RESTREPO

If this Lease, or any of the rules and regulations by way of reference incorporated herein, shall contain

Page 4 of 4

26. Invalid Provision:



# **CONDOMINIUM UNIT LEASE**

by and between LUCAS RAZI	
andYANDRO CHANYING & LUISA FERNANDA C	hereinafter, referred to as "Landlord" located a
	hereinafter referred to as "Tenant".
WITNESSETH	į
That Landlord, for and in consideration of the covenants, agreement and be kept and performed, does hereby demise and Lease unto Tenant, a parking space1	nd said Tenant does hereby hire and take from Landlord
(the "Condominium") (hereinafter referred to as the "Leased Premises") and 90 SW 3ST UNIT 3911 MIAMI FL 33130 IVY CONDOMINIUM	Landlord's personal property described as follows:
1. Term: This Lease shall be for the term of 1 YEAR 12 August 2018, and terminating on the 19 unless sooner terminated as hereinafter provided.	_) months, commencing on the20day ofAugust,2019, both dates inclusive
2. Rent: Tenant agrees to pay Landlord as and for rent for th TWENTY EIGHT THOUSAND EIGHT HOUNDRED DOLLARS (\$2	8,800.00 ) Dollars, which sum will be paid in equal
monthly installments of TWO THOUSAND FOUR HUNDRED DO installment shall be paid no later than fifteen (15) days prior day of each possession of the Leased Premises and thereafter in advance on or before	h and every month for and to the date that Tenant takes the day of each and every month for and during the full term
of this Lease. Rent will be paid at	
such other place as Landlord may designate without notice or demand, and Simultaneously with the execution of the Lease by Tenant, Tenant shall pa first and last month's rental for the Leased Premises. In the event Tenan above or within five (5) days thereafter, then Tenant will pay to Landlord a In the event that at the time of the termination of this Lease there is due deduct the late charges from the security deposit being held by Landlord or	y to Landlord \$ which shall constitute the t shall fail to pay the rent due on the date specified herein ate charge equal to ten (10%) percent of the monthly rental. and owing from Tenant, then the Landlord is authorized to
3. Security Deposit: Tenant herewith deposits with Landlord the	
Other; as security for the performance by Tenant of all other terms, correturn by Tenant to Landlord the Leased Premises and Landlord's persona with the terms of this Lease. The security deposit shall be held without in nature of kind by Tenant, Landlord may, at Landlord's option, retain the same damages, or may offset said security deposit against actual loss or damage be deprived of any other remedy, whether at law or reserved by the terms any portion of the security deposit.	al property situated in the Leased Premises, in accordance iterest. Tenant agrees that in the event of a default of any security deposit as liquidated, stipulated and agreed upon a sustained by Landlord, and that in no event shall Landlord
Upon expiration of the term of this Lease, and in the event that there Tenant, said security deposit shall be returned to Tenant, by Landlord, less or damage to the Leased Premises, or any appliances, or heating, ventilar Tenant to pay any outstanding utility or telephone bills for the Leased Premises, or (iv) the professional cleaning of the Leased Premises referrethan the full amount of all deposits required hereunder and fails to occur commencement date of the term of this lease, this Lease shall become hereunder. Landlord or Landlord's agent shall thereafter disburse such conditions set forth herein.	any sum or sums retained by Landlord on account of (i) loss tion and air conditioning equipment ("HVAC"), (ii) failure by ses, (iii) floor coverings of other items situated in the Leased d to in Section I7 hereof. In the event Tenant deposits less upy the Leased Premises within thirty (30) days from the null and void and Tenant shall forfeit all deposits made
4. Application for Lease Approval: The application for approval of Association (The "Association") shall be immediately made by Tenant. Ten by Tenant in such application to be true and correct. Tenant's breach hereunder. The Association fee that must be filed with the aforesaid at Association falls to approve this Lease, this Lease shall be null and void at Tenant and the parties shall thereupon be relieved from all further liability happroval. If Tenant has not used his best efforts to gain approval then liquidated damages. Simultaneously with the execution hereof, if required by	nant represents and warrants that the information furnished of such representations and promises shall be a default oplication shall be paid by Tenant. In the event that the red all deposits paid hereunder shall be promptly returned to be ereunder, provided Tenant has used his best efforts to gain all sums heretofore paid by Tenant shall be retained as by the Association, Tenant shall deposit with the Association gainst any damages that may be caused by Tenant to the Tenant shall apply to the Association for the reimbursement
	Page 1 of 4
Seriel#: 017523-200155-0939053 Prepared by: Beatriz Almeida   Fortune International Realty A   beaalmeida3@yahoo.com	formsimplicity

Prepared by: Beatriz Almeida | Fortune International Realty A | beaalmeida3@yahoo.com |

- 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 Promises 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 permitees, 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'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 sightly 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 Promises.
- 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.

Page 2 of 4

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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.
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- 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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- 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.
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Page 3 of 4

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The breaks Provinces: If the Laces, or any of the sales and regulations by way of reference incorporated herein, what opinion any term of province which what he invoked or unenforcestie, the remember of this Laces, or the sales and regulations of the Condominion, as the case may be, this first his effected thereby, and each and every term and province otherwise wild shall remember and an enforced to the future permitted by tow.	
27. Committation Agreement: Lanctord add pay from the Initial deposits, ten (10%) percent of the total rent set forth in Section 2 https://disa.a.brokenge.commission.to	
the event of default. An additional ten (10%) percent commission will be due to each strangers or synthesis (10%) percent commission will be due to new tesse sets. Tengral or a related percy regardless of whether or not this extension is accomplained by Realtor. In the event any commission is the to Realtor, Realtor, Realtor shall have the light to requise that the test be paid directly to higher office, in order to collect commissions owid. In the event the Tenant purchases the Lessed Promises during the term harped or within twelves (12) morning after the Lesse or sky extension or remains harped expire, a brokenage commission of six (6%) percent of the sales price will be due.  Landord agraes to pay	
In connection with any Rigation arising out of the Conversion Agreement, Landford agreed to pay for all codes incurred including reconsists estimately less.	
28. Entire Agreement: Tenent acknowledges that Landord and Landord's agents have made no apprecentators or promises with respect to the Lease Premises or of the terms of this Lease other than as set forth haven and that this Lease represents this orders understanding between the parties. Any modification of this Lease must be in waiting and signed by the party against which enforcement of the change or modification is sound.	
23. No Waiver: The receipt by Landond of rent with knowledge of the breach of any coverent of this Lease, shall not be descret a waiver of such breach, unless such waiver be in writing sepred by Landond. No payment by Tanana or receipt by Landond of a leaser amount then the monthly rent herein espekted shall be deemed to be other than an account of the applicate small. Hor shall stry endorsement or statement on any check nor any letter accompanying any direct or payment of rent be deemed an accord and sallations, and Landond may accept such check or payment without projecte to Landond's right to recover the belience of such rent or pursue any other remedy under this Lease.  33. Additional Provisional:  BI THE EVENT THE BISTIAL DEPOSIT DOES NOT COVER COMMISSIONS OWED, OWNER GRANTS REALTOR THE RIGHT TO ASK TEMANT TO DIRECT SECOND MONTHS RENT TO REALTOR FOR COLLECTION.	
TO MENT TO BRECT SECOND MONTHS REAL TO REALTON FOR COLLECTION	
ILEASE PREPARED BY:   LANDLORD   TENANT   ATTORNEY IN WITHESS WIFEREOF, the parties have exposed the Lance as of the day and yest that above written.  LANDLORD By:   Williams   Landlord By:   Landlord	
Witness By. Just !	
Witness	
TENANT CONTRACTOR OF THE PARTY	_
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	ed thereby, and ead	nainder of this Lease, or the rules and regulations of the ch and every term and provision otherwise valid shall remain
<b>27. Commission Agreement:</b> Landlord will pay hereof as a brokerage commission to	from the initial dep	osits, ten (10%) percent of the total rent set forth in Section 2; No refund of such commission will be made in the to for
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In connection with any litigation arising out of this reasonable attorneys fees.	Commission Agree	ment, Landlord agrees to pay for all costs incurred including
with respect to the Leased Premises or of the terms of t	this Lease other tha	andlord's agents have made no representations or promises n as set forth herein and that this Lease represents the entire just be in waiting and signed by the party against whom
a waiver of such breach, unless such waiver be in writing amount than the monthly rent herein stipulated shall endorsement or statement on any check nor any let	ng signed by Landlo be deemed to be o tter accompanying	the breach of any covenant of this Lease, shall not be deemed ord. No payment by Tenant or receipt by Landlord of a lesser other than an account of the stipulated rent. Nor shall any any check or payment of rent be deemed an accord and judice to Landlord's right to recover the balance of such rent
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LEASE PREPARED BY: LANDLORD IN WITNESS WHEREOF, the parties have execute		
Witness	LANDLORD:	By: Lucas Razzuk
Witness		By:
Witness	TENANT:	By: YANDRO CHANYING
Witness		By: LUISA GALLEGO RESTREPO

If this Lease, or any of the rules and regulations by way of reference incorporated herein, shall contain

Page 4 of 4

26. Invalid Provision:



# **CONDOMINIUM UNIT LEASE**

THIS LEASE made and entered into this2 by and between	8 day of _	February LUCAS RAZUKK	, <u>2018</u> located a
by and between			hereinafter, referred to as "Landlord"
and YANDRO CHA	NYING & LUISA	FERNANDA GALLEGO R	
			hereinafter referred to as "Tenant".
	w	ITNESSETH:	
That Landlord for and in consideration of the	covenants: ac	reement and condition	s herein contained, on the part of the Tenant to
be kept and performed, does hereby demise	and Lease un parking spa	to Tenant, and said Teaceloca	enant does hereby hire and take from Landlord
(the "Condominium") (hereinafter referred to as 90 SW 3ST UNIT 3911 MIAMI FL 33130 VY CON	the "Leased Pri DOMINIUM	remises") and Landlord'	s personal property described as follows:
1. Term: This Lease shall be for the ter	rm of 1 YE	AR ( 12 ) months	, commencing on the day of
August, 2017_, and terminating on		20 day of	August , 2018 , both dates inclusive
unless sooner terminated as hereinafter provide			
TWENTY EIGHT THOUSAND EIGHT HOUN	NDRED DOLLAR	S (\$28,800.00	Premises for the term hereof the total sum o  Dollars, which sum will be paid in equa  Particle 100 000
		HUNDRED DOLLARS	
installment shall be paid no later than titteen	(15) days prid	on or before the day of	ery month for and to the date that Tenant takes each and every month for and during the full term
of this Lease. Rent will be paid at	itel III advance	LUCAS RAZ	ZUKK or a
such other place as Landlord may designate wi	ithout notice or	demand, and without a	any deduction, counterclaim or set-off whatsoever
Simultaneously with the execution of the Lease	by Tenant, Te	nant shall pay to Landi	ord \$ which shall constitute the
first and last month's rental for the Leased Pre	mises. In the	event Tenant shall fail	to pay the rent due on the date specified herein
above or within five (5) days thereafter, then Te	nant will pay to	Landlord a late charge	e 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	g from Tenant, then the Landlord is authorized to
deduct the late charges from the security depos			agent.
3. Security Deposit: Tenant herewith (\$	) Dollars with	ch sum shall he held hi	(Check One) Landlord; Landlord's agent
Other: as security for the performance by		her terms, conditions a	nd covenants of this Lease and as security for the
return by Tenant to Landlord the Leased Prem	ises and Land	lord's personal property	situated in the Leased Premises, in accordance
with the terms of this Lease. The security dep	osit shall be h	eld without interest. Te	mant agrees that in the event of a default of any
nature of kind by Tenant, Landlord may, at La	andlord's option	n, retain the security de	eposit as liquidated, stipulated and agreed upor
damages, or may offset said security deposit ag	gainst actual lo	ss or damages sustaine	ed by Landlord, and that in no event shall Landlord
	w or reserved	by the terms of this Le	ase, regardless of whether Landlord retains all o
any portion of the security deposit.			
Upon expiration of the term of this Lease	, and in the ev	ent that there has bee	n no default of any nature or kind on the part of
Tenant, said security deposit shall be returned to	io Tenant, by L	andlord, less any sum o	or sums retained by Landlord on account of (i) loss
or damage to the Leased Premises, or any ap	pirances, or ne	eaced Premises (iii) fi	or conditioning equipment ("HVAC"), (ii) failure by Foor coverings of other items situated in the Leased
Premises or (iv) the professional cleaning of ti	he Leased Pre	mises referred to in Se	ction I7 hereof. In the event Tenant deposits less
than the full amount of all deposits required	hereunder and	I fails to occupy the L	eased Premises within thirty (30) days from the
commencement date of the term of this leas	e, this Lease	shall become null and	void and Tenant shall forfeit all deposits made
hereunder. Landlord or Landlord's agent sha	all thereafter d	lisburse such deposits	to Landlord, in accordance with the terms and
conditions set forth herein.			
4. Application for Lease Approval: Ti	he application f	or approval of this Leas	e, if required by the Condominium's Condominium
Association (The "Association") shall be immed	diately made by	/ Tenant. Tenant repre	sents and warrants that the information furnished
by Tenant in such application to be true and	correct. Ter	nant's breach of such	representations and promises shall be a defaul
hereunder. The Association fee that must be	e filed with the	aroresaid application	shall be paid by Tenant. In the event that the
Association falls to approve this Lease, this Le	ase snall be nu	ılı and vold and alı depi	osits paid hereunder shall be promptly returned to provided Tenant has used his best efforts to gain
approval If Tanant has not used his best a	forts to cain:	annroval then all sums	heretofore paid by Tenant shall be retained as
liquidated damages. Simultaneously with the e	xecution hereo	f. if required by the Ass	ociation, Tenant shall deposit with the Association
the sum of \$ to be held by sa	aid Association	as security against an	y damages that may be caused by Tenant to the
common areas of the Condominium. Upon ten	mination of the	Lease term, Tenant sh	all apply to the Association for the reimbursemen
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 Promises 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 permitees, 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'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 sightly 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 Promises.
- 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.

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- 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.

Page 3 of 4

to books Produker: If this Lease, or any o	if the rules and regu	stations by way of reference incorporated herein,	shell contain
25. Invalid Previolen: If this Lease, or any of any term or provision which shall be invalid or un	entroestie, the re	meinder of this Lease, or the rules and regular	shall remain
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the event of default. An additional ten (10%) percent of each extension or renewal of this Lease whether will	hers, and or emercials	on of a new lease with Tenunt or a related party in	agerdiess of
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request that the rest be paid directly to blather office Leased Promises during the term hereof or within to	i, in proof to compa	that the Lange or any extension or renewals here	of expire, a
Landord agrees to pay		one-half (1/2) or the deposit in case same is	i fortelled by
the Tenent through failure to perform, as companied	ion for services rand	dered, provided earne dose- not exceed and will m	MOLEST OF BIR
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ressonable attorneys fees.			or namicos
with respect to the Leased Premises or of the terms of		Landorch agents have made no representations on as set forth herein and that this Lasse represen- must be in waiting and signed by the party at	
and an extension of the change of modification is according			
29. No Welver: The receipt by Landlard of ren	I with browledge of I	the breach of any covenant of this Lesse, shall no	A DE COURIOS rd of a leaser
a waiver of such breach, unless such waiver be in wi	ling signed by Land	other than an account of the attoubled rant.	for shall any
enduralment or statement on any check nor any	a per communication in	any check or payment of rent be deemed an	accord and
substaction, and Landbord may accept such check of	payment without pr	rejudice to Landord's right to recover the belence	of such rent
or pursue any other remedy under this Leane.			
30. Additional Provisions:		THE PARTY OF THE P	ne .
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