

TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program (To
 be attached to Tenant Lease)

U.S. Department of Housing
 and Urban Development
 Office of Public and Indian Housing
 OMB Approval No. 2577-0169
 Exp. 04/30/2014

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including

Previous editions are obsolete

form HUD-52641-A (8/2009)
 ref Handbook 7420.8

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redecorating) must be in accordance with the

Previous editions are obsolete

form HUD-52641-A (6/2009)
ref Handbook 7420.8

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standard practice for the building concerned as established by the owner.

- b **Utilities and appliances**
 - (1) The owner must provide all utilities needed to comply with the HQS.
 - (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
- c **Criminal activity or alcohol abuse.**
 - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
 - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that

is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

- (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- d **Other good cause for termination of tenancy**
 - (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
 - (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
 - (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
 - (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
 - (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. This provision will sunset on December 31, 2012 unless extended by law.

c. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public

housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract
If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance
The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out
The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.
HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.



4780 North State Road 7 Lauderdale Lakes, FL 33319
954-739-1114 FAX: 954-497-4178 | 954-497-3726

www.bchafll.org

3/17/2014

Don T Kozich
619 N Andrews Ave
Suite 408
Fort Lauderdale, FL 33311-7447

Account # 0015339

Dear Don T Kozich,

An examination of your housing assistance has been completed. The following is the determination as per your:
New Admission.

Total Contract Rent:	822.00
Total Tenant Rent:	238.00
Housing Assistance Payment:	584.00
Utility Reimbursement:	0.00

Effective Date: 03/07/2014 until the next reexamination term.

This notice shall be attached to and made part of the Contract/Lease. All other covenants, terms and conditions of the original Contract/Lease remain in effect.

Should the participant disagree, he/she may request in writing an informal review within 10 business days. Should you have any questions, please feel free to contact me at (954) 739-1114 ext 1319 or via email at gsmith@bchafll.org.

Sincerely,

Glenda Smith
Occupancy Specialist



[BC HCV Rent Change Notification - 40-54070.rpt]

Tenant Notification

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LEASE AGREEMENT

Move In Date 3/7/2014

Apartment Rent for 1st Month (prorated if applicable).....
 Concession \$ _____ Per Month (prorated if applicable) OR \$ _____ One Time for the Month of _____ ...
 Security Deposit
 Other Deposit
 Pet Deposit
 Pet Fee (Per Pet Addendum) Non Refundable.....
 Application Fee Non Refundable.....
 Administration Fee Non Refundable.....
 TOTAL.....

Required	Received
\$662.90	\$662.90
\$	\$
\$822.00	\$822.00
\$25.00	\$25.00
\$	\$
\$	\$
\$85.00	\$85.00
\$	\$
\$1,594.90	\$1,594.90

THIS AGREEMENT is made and entered into this 7 day of March, 2014 by and between Reliance-Progresso Associates Ltd hereinafter referred to as the Landlord, and Don Kozich hereinafter referred to as the Resident.

RECITALS

Landlord is the owner of the property commonly known and described as Progresso Point (hereafter The Complex). Address 619 N Andrews Avenue Broward, County, Florida, and other adjoining and nearby Properties, together with the apartment houses thereon.

In consideration of the rent to be paid by the Resident to the Landlord, and of the other covenants, agreements and conditions hereinafter set forth to be kept, performed and observed by the Resident, and the mutual covenants herein contained, the Landlord and the Resident agree to the following:

TERMS

A. **PREMISES.** The Landlord leases to the Resident Apartment Address 619 N. Andrews Avenue Apt. Number 408 Apt. Size 1x1 of The Complex, (such leased unit to be hereinafter referred to as The Premises), to be occupied only by the Resident and No Other.


Occupants Names:

Don Kozich

B. **LEASE PERIOD.** The term of this Lease shall be for the period commencing on the 7 day of March, 2014 and ending on the last day of February, 2015.

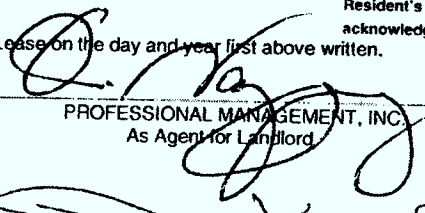
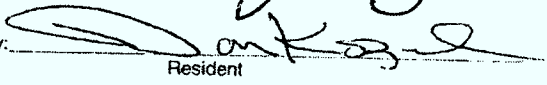
C. **ADVANCED PAYMENTS.** Landlord acknowledges receipt of the sums set forth above.

D. **TERMS AND CONDITIONS.** Paragraphs A, B, C and D, together with Paragraphs numbered 1 through 45 following, constitute the Terms and Conditions of this lease and Rules and Regulations:


Resident's Initials as acknowledgement

IN WITNESS WHEREOF, the Landlord and the Resident have executed this Lease on the day and year first above written.

Witness as to Landlord
 Witness as to Landlord
 Witness as to Resident
 Witness as to Resident

by: 
PROFESSIONAL MANAGEMENT, INC.
As Agent for Landlord
 by: 
Resident
 by: _____
Resident

1. **RENT.** Resident agrees to pay the Landlord the sum of \$822.00 per month as Rental. This total is the sum of the following: Base Rent \$822.00 Monthly Concession \$0.00 Other Options: Parking \$0.00 Washer/Dryer \$0.00 Cable \$0.00 Other \$0.00 during the term of this lease. Rental payments shall be made only (a) by cashier's check, certified check or money order, (b) drawn on a bank or savings and loan association in Broward County, Florida and, (c) made payable to the Landlord in U.S. funds. Rent for each month is due and payable in advance, and must be received by the Landlord at its rental office in the Complex on or before the first day of the month, without notice or demand. Payment of rent by cash is prohibited, and Resident assumes the risk that Resident will not be properly credited with rent payments even if an agent of the Landlord, or a person appearing to be an agent of the Landlord, takes the cash. All rents shall be due payable on the first (1st) day of each month and shall be considered delinquent after the fifth (5th) of its due date.

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Resident Initials

Resident agrees to pay to Landlord additional rent in the amount of \$125.00 if payment has not been received by the fifth (5th) day of each month, \$150.00 if payment has not been received by the tenth (10th) of each month or \$175.00 if payment has not been received by the fifteenth (15th) of each month. Resident specifically acknowledges and agrees that the foregoing additional rent shall not preclude Landlord from filing a removal of Resident proceedings against Resident returned for insufficient funds or for other valid reasons, or for one in which a "stop payment" order was entered by the Resident, shall be considered additional rent and, together with an administrative charge of \$100.00 of the dishonored or unpaid check, whichever is higher, shall be due and payable by the Resident immediately upon demand therefore by the Landlord and may be collected as rent. The obligation to pay rent shall be independent of any obligations of the Landlord under this Lease, except as otherwise provided by law.

If any of the Resident's personal checks are dishonored, personal checks will no longer be an acceptable means of payment. So, too, will a personal check not be accepted after the 5th day of the month.

2. **RENTAL DEPOSIT.** The Resident hereby deposits or agrees to deposit with the Landlord the sum indicated above as a rental deposit for the Resident's full and faithful performance of the terms and conditions of this Lease. The Rental Deposit shall be returned to the Resident upon the expiration of the term of this Lease, as hereinafter provided. Such rental deposit will not, at any time, be considered rent but it may be applied towards unpaid rent at the Landlord's option. In the event of a breach of any of the terms or conditions of this Lease by the Resident, the rental deposit may be applied by the Landlord towards its damages, but the retention of the rental deposit by the Landlord shall in no way be interpreted as preventing the Landlord from obtaining damages for the breach of this Lease in any appropriate legal action.

3. **CONTENTS.** It is understood that the Premises are rented unfurnished, except for a range, a refrigerator and heating and air conditioning equipment, unless otherwise indicated by an attached contents inventory signed by the Landlord and the Resident.



Landlord owns the following equipment: Refrigerator Air conditioning Stove Fan(s) Washer/Dryer Dishwasher Microwave Water Heater

4. **BREACH OF RENTAL AGREEMENT/ DEFAULT BY RESIDENT.** If any rent required by the Lease; shall not be paid when due, or, if the Resident in any other manner fails to perform any of the terms or conditions of this Lease, including any of the provisions of the Rules and Regulations (see paragraph number 14, following); or, if the Resident fails to fulfill the obligations imposed upon him by law; or, if the premises leased hereunder shall be abandoned or vacated prior to the expiration of the term of this Lease and without the Resident abiding by the terms of the early termination clause then, in any of the foregoing instances the Resident shall be deemed to have breached this Lease and the Landlord shall have all rights provided under state law as well as the right to terminate the Lease, resume possession of the premises, and recover all damages resulting from such breach. In addition to all other damages to which Landlord is entitled as set forth herein and/or as called for in Chapter 83, Part II of the Florida Statutes, in the event that Resident breaches this lease by failing to pay rent when due and/or is evicted for any breach of this lease and/or surrenders or abandons possession of the subject Apartment prior to the natural termination date of this lease, without fully exercising the cancellation provision contained herein paragraph 9, the Resident shall be responsible to the Landlord for damages for unpaid rent, unpaid rent during the notice period pursuant to paragraph 16, late charges, attorney's fees, and/or fee paid to any collection agency, costs and other special and general damages appertaining thereto. It is hereby expressly recognized and acknowledged by Resident that no exact measure of the loss and damage which may be caused to Landlord, its successors and/or assigns, resulting from a breach by Resident of the covenants contained in this lease agreement, can be determined. For purposes of liquidating such damages, other than for damages to the subject demised premises above and beyond normal wear and tear, NSF charges and other special damages, attorney's fees and costs, it is agreed that in the case of any breach by the Resident of the covenants contained herein the damages for arrears of rent and late charges caused shall be and are hereby fixed, liquidated and determined to be equal to the rent and late charges accruing up through the end of the month in which Resident vacates the Apartment plus an additional amount equal to rent and late charges for one additional month after the date of said breach. The Landlords, its successors and assigns are hereby given the right to recover said damages from Resident by use of any appropriate legal means. These liquidated damages are in addition to all other amounts accruing under the lease, including, without limitation, NSF check charges, utility charges and/or charges for the cost of repair and cleaning of the subject demised premises for wear and tear, damages above normal wear and tear, attorney's fees and costs, and collection expenses and costs. Retention of the rental deposit and/or termination of the Lease shall not act as a limitation on Landlord's right to all damages resulting from Resident's breach of the Lease. Landlord may report unpaid rent or unpaid damages to the local credit bureau for recordation in Resident's credit record. Any judgment obtained against the Resident shall accrue interest at the maximum lawful interest rate existing at the time such judgment is entered. In the event of a breach of this lease by the Resident resulting in his leaving the Premises, he shall not return to the Complex as a guest, visitor or otherwise. Resident further agrees not to permit any person known to have defaulted under his own rental agreement and having left the premises, to be Resident's guest or visitor without the written consent of the Landlord.

5. **ABANDONMENT.** By signing this rental agreement the resident agrees that upon surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining tenant, as provided by Chapter 83, Florida Statutes, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal belongings.

6. **USE OF PREMISES.** The Resident shall not use the Premises for any purpose other than as a private dwelling. The Resident further agrees not to use, nor permit the Premises to be used for any illegal, immoral or improper purposes, nor to cause or permit any disturbance, noise or annoyance whatsoever that is contrary to the comfort and peace if any of the inhabitants of the Complex. The Premises shall be occupied only by those listed on this Lease. Resident agrees not to permit any person(s) not listed on the lease to occupy the Apartment.

7. **GENERAL COVENANTS:**

a. Resident shall comply with all applicable Federal, State, County and Municipal ordinances, laws and regulations as they pertain to this Lease and the Premises.

b. Resident has represented by Income Certification to Landlord that the Resident is a low or moderate income Resident or is otherwise eligible to rent the demised premises under applicable law. In the event of any material misrepresentation made by the Resident with respect to the Income Certification, this Lease will be immediately terminated and the Resident consents to his immediate eviction for failure to qualify as a low or moderate income or otherwise eligible Resident. If applicable, and due upon request from Landlord, Resident agrees to provide Landlord with income certifications, employment verifications and any other related documents reasonably required by Landlord. In the event that Resident fails to timely provide to Landlord any of these required documents, Resident's failure shall be deemed a material and serious violation of this lease agreement and shall be cause for Resident's lease termination by seven (7) day notice, without opportunity to cure, pursuant to Florida Statute 83.56(2)(a).

c. All terms, covenants and agreements set forth in this Lease shall be binding upon, apply and inure to the benefit of successors and assigns of the Landlord and permitted successors in interest, if any, and the heirs of the Resident.

d. All rights and remedies hereby created for the benefit of the Landlord are cumulative and the exercise of any one remedy shall not be taken to exclude or waive the right of the Landlord to make use of any other remedy.

e. Neither the Landlord nor its agents have made any representation or promises with respect to the Complex, the demised premises or the neighborhood, except as herein expressly set forth.

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DJK Resident Initials

f. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out notice date agreed to by the parties in writing). If a holdover occurs, then (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by one hundred percent (100%) over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed lease contract of a new resident who can't occupy because of the holdover.

8. **LEASE EXPIRATION AND MONTH TO MONTH.** Prior to the expiration of the original lease term, either Landlord or Resident must terminate this lease by delivering 30 days prior written notice to the other. If the parties fail to timely communicate such intention, this lease shall continue on a month-to-month basis. Thereafter, Landlord or Resident may only terminate this month-to-month lease agreement by delivering prior written notice to the other only on the first day of the month proceeding the month to month lease. Month to month leases cannot exceed a 90-day period. The rent for such month to month tenancy shall be increased by a \$75.00 month to month fee and the rent shall be increased to the highest market rent. All other terms and conditions of the original lease shall remain in full force and effect during this month-to-month term. Resident shall be responsible for full payment of each and every additional monthly period until such time as this month-to-month lease has been properly terminated. There shall be no proration(s) of rent for any monthly period under any circumstance. If resident has possession of the apartment on the first day on any month, resident is responsible for the entire month's rent. Month-to-Month leases do not apply to Tax Credit, Ship, Home, SRO's, Bond Properties or any other restricted government assisted program.

Resident must provide a 30-day written notice to the landlord prior to moving out of their unit. If Resident fails to submit such notice, an insufficient notice fee equivalent to 1 month's rent will be assessed.

9. **EARLY LEASE TERMINATION.** You may cancel your obligation under this Lease by delivering to Manager in writing a notice of your intention to cancel this Lease. Such notice will be effective thirty (30) days from the date it is given which shall be the 1st day of a calendar month. The notice must be accompanied by payment of a cancellation fee equal to one month's rent plus payment of the rent due for the last month. Resident will pay \$200 redecorating fee. Such payment will release Resident only from any further rental obligations beyond the date the cancellation is effective. However, Resident further agrees that Resident's security deposit, previously deposited with Landlord, shall be retained by Landlord's statutory requirement to impose a claim upon same. Leave the premises in a clean and sanitary condition, normal wear and tear accepted, and turn in all keys to Landlord on or before Resident's termination date.

10. **DELIVERY OF POSSESSION.** If the Resident shall be unable to enter into and occupy the Premises leased at the time hereinabove provided by reason that the Premises are not ready for occupancy, or by reason of the holding over of any previous Resident, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Resident therefore, but during such period that the Resident shall be unable to occupy the premises, the rental for it shall be abated. This will not act to extend the period of the lease. Resident may cancel this Lease if the Premises are not ready within 30 days of the commencement date of this Lease.

11. **RIGHT OF ACCESS.** The Landlord, its employees and agents, shall have the right at all reasonable times to enter the Premises to show it to prospective Residents or purchasers, to make inspections, to perform necessary maintenance or repairs for the benefit or welfare of the premises, or as required or permitted under state law. In case of emergency, Landlord may enter at any time to protect life and prevent damage to property.

12. **ASSIGNMENT OR SUBLETTING.** The Resident agrees that he will not assign this lease or sublease the Premises, or any part of it, nor shall the Resident keep roomers or boarders therein without the Landlord's written consent. Any assignee or sub Resident must first be approved by the Landlord, and such written consent or approval by the Landlord shall in no way affect or relieve the Resident of Resident's obligations arising under this Lease or the laws of the State of Florida.

13. **UTILITIES AND SALES TAX.** The Resident shall pay for all utilities and applicable sales taxes in connection with the payments under this Lease, and for any use tax or other assessment now in effect hereinafter put into effect by any appropriate governmental authority.

Landlord is responsible for paying: Water & Sewer Trash Removal Gas Resident is responsible for paying: Electricity Water & Sewer Gas

14. **RULES AND REGULATIONS.** The Resident covenants and agrees that all rules and regulations attached hereto or hereinafter adopted by the Landlord and made known to Resident, shall have the same force and effect as covenants of this Lease, and the Resident covenants that Resident, Resident's family and guests will observe all such rules and regulations.

15. **REPAIRS AND MAINTENANCE.** Resident has inspected the premises and personal property and, by taking possession, accepts same in the condition they are now in, "as is", and agrees they are suitable for the use intended. Landlord will make repairs to the interior and exterior of the building not caused by Resident's acts or omissions upon receipt of written notice from the Resident of any defective condition.

16. **DESTRUCTION OF PREMISES.** If the premises are damaged or destroyed other than by the wrongful or negligent acts of the Resident, or any person on the Complex with the Resident's permission, so that the enjoyment of the Premises is substantially impaired, the Resident may terminate the lease and immediately vacate the Premises. In the event the Premises are only partially damaged or destroyed, the Resident, at his option, may vacate that part of it which was rendered unusable by the casualty, and his rent shall be reduced to a mutually satisfactory sum. The foregoing provision notwithstanding, in the event the Landlord should decide not to repair or rebuild the Premises or the building is so damaged or destroyed, the term hereby granted shall cease and the rent shall be paid up to the date of such injury or damage to the Premises or the mentioned building. The Resident shall not be entitled to any damages. In either event, if the damages resulted from the wrongful or negligent acts of Resident, Landlord may pursue all of its remedies against Resident provided under Florida law. If, in Landlord's opinion, the premises are so damaged or destroyed other than by the wrongful or negligent acts of the Resident so as to substantially impair Resident's enjoyment of the premises, the Lease may be terminated by either Manager or Resident in which event Resident shall vacate the premises within seven days of receiving notice by the other party. In the event the premises are damaged or destroyed so as to substantially impair Resident's enjoyment of the premises due to wrongful or negligent acts of Resident, Landlord may, in addition to Landlord's other remedies under Florida law, terminate this Lease by providing Resident with a Seven Day Notice to Vacate, in which event Resident shall vacate the premises within seven days of receipt of the notice, or without terminating the Lease, require Resident to accept a comparable apartment unit in the Apartment Community for the remaining term of the Lease, in which event all of the terms and provisions of this Lease shall continue in full force and effect in relation to such comparable apartment unit, and Resident shall immediately vacate the Apartment and take possession of such comparable apartment unit.

17. **RIGHT TO MORTGAGE: CONDEMNATION.** The Resident agrees that this Lease is subordinate and subject to mortgages now or hereafter placed on the property in which the Premises are located. Upon any partial or complete taking of The Complex by eminent domain or other governmental or quasigovernmental action, the Landlord, at the Landlord's option, may immediately terminate this Lease without incurring any financial obligation to the Resident.

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18. **PARKING FACILITIES.** Only a passenger vehicle of ordinary size with a current license tag and an inspection sticker (if required by law) may be parked in the parking area designated for the Resident. The Landlord shall have the right to designate parking areas and/or spaces for all vehicles, including without limitation, a boat, trailer, van, camper, truck, and cycle belonging to the Resident, if the Landlord gives the Resident written permission to have such a vehicle on the Premises. No vehicle maintenance may be performed upon the grounds of the Complex. Resident agrees that Resident shall not allow Resident's motor vehicle to remain undriven, in the same parking space, for more than (7) consecutive days without the prior written consent of Landlord. If Resident violates this lease provision, the parties specifically acknowledge and agree that said vehicle shall be deemed abandoned and an unauthorized vehicle parked at Landlord's property without Landlord's permission. In this event, said vehicle shall be subject to towing/removal, pursuant to Florida Statute 715.07, without liability to Landlord for cost of removal, transportation, storage, or damages caused by such removal, transportation or storage. Furthermore, if applicable, any vehicle parked in an unauthorized parking space or appearing inoperable to Landlord, (e.g., due to a flat tire, removal of parts, or the like), may also be removed at the Resident's expense. The Resident may not have more than one vehicle in the parking lot and he shall furnish the Landlord with the license tag number of the vehicle used by him within three days after he occupies the Premises, and he shall thereafter notify the Landlord of any change within three days after such change occurs.

19. **ALTERATIONS BY THE RESIDENT.** The Resident may not make any alterations or additions in or to the Premises without the written consent of the Landlord. The Resident must specifically obtain the written approval of the Landlord as to any proposed color the Resident wishes to paint the premises if Resident is given permission to paint it. All alterations and additions to the premises made by the Resident shall become the property of the Landlord and may not be removed by the Resident at the expiration of the Lease without the written consent of the Landlord. Residents specifically acknowledge and agree that the use of K U band, C band, digital satellite or satellite dishes, of any size or description, television, radio or citizen band antennas are strictly prohibited and may not be affixed, attached or placed in and about the exterior or interior premises of Residents' apartment units or the common elements of landlord's property.

20. **CONTROL OF PREMISES.** The Resident assumes control and responsibility of the Premises leased to him, and covenants that if he has reason to believe there is any defect in the Premises, he will immediately notify the Landlord in writing of the defect. In particular, but without limiting the foregoing, the Resident has inspected all locks, latches, windows and doors and agrees they are safe and acceptable.

21. **NON-LIABILITY OF LANDLORD.** Subject to state law, the Resident hereby releases and covenants not to sue the Landlord, its agents or employees, for any injury or damage to the Resident or the agents, employees, or guests of the Resident, from and for any cause. Further, subject to state law, the Resident releases and covenants not to sue the Landlord, its agents and employees, from and for all liability for injury or damage that may arise or occur in any area under the control of the Resident. The Resident shall indemnify and hold harmless the Landlord against all claims filed by the Resident's guests, or other persons on the Premises with the permission of the Resident, for injuries or damages suffered by them.

22. **STATUTORY AND CONTRACTUAL LIEN.** All personal property on the premises, including but not limited to furniture, chairs, desks, sofas, couches, television sets, stereos, tables and shelves are subject to a contractual lien and security interest under Chapter 679 of the Florida Statutes to secure delinquent rent and any damages resulting from Residents breach of the Lease. Such property is further subject to the lien provided in Section 713.691, Florida Statutes for accrued rent. Landlord shall have all rights provided under Chapter 679, Florida Statutes. Including the right to take possession of the personal property upon Resident's breach, and also all rights under Chapter 85, Florida Statutes, regarding enforcement of the statutory lien.

23. **PERSONAL PROPERTY: DAMAGE/INSURANCE.** Property of any kind belonging to the Resident which shall be brought upon the Premises during the term of this lease, or any extension thereof, shall be at the complete and sole risk of the Resident, and the Landlord shall not be responsible for any loss or damage to such personal property. Resident agrees to purchase and maintain a policy of insurance protecting the Resident and the Landlord from any loss either of them may sustain as a result of damage to, or the destruction of their respective items of personal property that are now in the leased Premises or which may hereafter be brought there. The mentioned policy, which shall provide coverage for the replacement values of the personal property, shall be written by a company acceptable to the Landlord and shall be noncancellable without the Landlord's written consent. Landlord shall not be liable for any damages or losses to person or property caused by anyone. Landlord shall not be liable for personal injury or damage or loss to Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, or other causes whatsoever, whether caused by negligent acts of Landlord, its agents or servants or otherwise. Landlord's property insurance does not cover risk of loss to any of Resident's property. Also, if any of Landlord's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages or any other service not required of Landlord under this Agreement, such employee(s) shall be deemed as agent(s) of Resident regardless of whether or not payment is made by Resident for such service. Resident agrees to hold harmless and indemnify and defend Landlord from any and all liability arising in any way whatsoever from the rendering of such service.

24. **PETS.** Unless the Landlord is required by law to permit the Resident to have an animal in his apartment, no pets shall be kept in the Premises or on the Complex without the written consent of Landlord, which consent the Landlord shall not be required to provide. If the Resident is authorized by the Landlord to have a pet, he shall, prior to bringing it into the leased Premises or onto the Complex, make the required increase in his security deposit. Additionally, if so authorized to have pets by the Landlord. The Resident shall comply with all rules and regulations pertaining to the keeping of pets contained in any published Rules and Regulations of the Complex.

25. **LEGAL MAJORITY.** The Resident acknowledges that, by the execution of this Lease, he is attesting to the fact that he is of legal majority. If the Resident is not of legal majority, this Lease must be signed by a legal guardian, who, by affixing his signature, covenants and agrees to be held liable for all the terms and conditions contained herein.

26. **WAIVER.** Failure of Landlord to insist upon strict, timely compliance by Resident with any term(s) of this agreement shall not amount to nor be construed as nor otherwise constitute a waiver by Landlord of Landlord's right thereafter to insist upon strict and timely compliance by Resident of any and all terms and conditions of this agreement, including, without limitation, any term(s) that may not have been enforced strictly by the Landlord previously. Acceptance by the Landlord of rent after knowledge of any breach of this lease by the Resident shall not be a waiver of the Landlord's right nor construed as an election by the Landlord not to enforce the provisions of this lease pursuant to such a breach. Landlord's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due Landlord, shall not be a waiver of Landlord's right to insist on payment thereof. Landlord may demand same at any time, including move-out or thereafter. The Resident hereby waives Resident's right to demand a jury trial in any cause of action arising between Landlord and Resident concerning this contract.

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27. **ENTIRE AGREEMENT; JOINT AND SEVERAL LIABILITY.** The Landlord and Resident acknowledge and agree that this Lease contains their entire understanding and agreement, and that all other representations, assurances and promises, if any, either oral or written, not incorporated herein, shall be void and of no force and effect. Each Resident who signs this Lease shall be jointly and severally liable on all obligations under it, including, specifically, but without limiting the foregoing, the obligation to pay rent. This Agreement, the rental application and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding. The Resident hereby acknowledges and agrees that at no time during the course of discussions and/or negotiation leading up to and including the time of execution of this lease did any representative, agent, or employee of the Landlord make any representation(s), engage in any discussion(s) of the lease, or otherwise communicate with the Resident, anything that in any way whatsoever contradicts any written term and/or condition of this lease agreement, nor did the Landlord, any representative, agent and/or employee of the Landlord make any statement(s) or communication(s) or representation(s) of any nature whatsoever that supplement or in any way whatsoever amend or add any terms or provisions to this lease as written. The Resident hereby acknowledges that the Resident has read this lease in its entirety and is fully informed of all contents hereof. This Agreement shall be construed by and enforced with, and the validity and performance hereof shall be governed by the laws of the State of Florida.

28. **NOTICE.** Any notices required by law or made appropriate by the terms and conditions of this lease shall be made a) by the Resident to the Landlord by certified mail sent to Professional Management, Inc., 9095 S.W. 87 Avenue, Suite 777, Miami, Florida 33176, or to such other place as the Landlord may from time to time designate; b) by the Landlord to any Resident by certified mail or regular mail sent to any Resident at the Premises or by posting the same on the front door of the Resident's premises, or by personal delivery. Each Resident who executes this Lease constitutes and appoints the other of them as his agent for acceptance of all notices, including summonses and subpoenas.

29. **LIABILITY INSURANCE - MARKET RATE PROPERTIES ONLY.** Any Resident of Market-Rate Properties agrees to maintain liability insurance in favor of himself and Landlord in amount of not less than \$100,000. Such insurance shall be written by a company acceptable to the Landlord and shall be noncancellable without the Landlord's consent, which means that the Landlord should be named as an additional insured with a 30 day cancellation notification clause. Proof of insurance to be provided before taking possession of the premises. This requirement does not apply to those residents receiving government assistance through vouchers or reduced rental rates based on income or residents of tax credit properties.

30. **RADON GAS NOTICE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county health unit.

31. **ASBESTOS.** Asbestos containing materials may be found in your apartment sprayed applied texture ceiling material. Because this material is friable, extreme caution should be made so that the material is not disturbed or damaged. Any occupants of this unit are not allowed to make holes or disturb any portion of the ceiling. If there is any damage to the ceiling material due to water leakage or other conditions, please contact your manager immediately so that the proper repair can be accomplished.

32. **CREDIT VERIFICATION.** This lease is subject to and conditioned upon the Landlord's receipt of a favorable credit report on the Resident based upon PROFESSIONAL MANAGEMENT, INC.'s, Standards for renting other units in the Complex.

33. **LOCK OUT FEE.** The Resident agrees that if the Landlord is required to unlock the Premises by reason of the Resident losing the key, or for any other reason, after office hours, that a minimum charge of \$25, plus tax, if applicable, shall be made and that such charge shall be deemed additional rent under the terms of this Lease and shall be payable forthwith.

34. **LESSEE'S CARE OF PREMISES.** Resident shall at all times during the term of this Lease: A. Comply with all obligations imposed on Resident by the applicable provisions of the County's/City's building, housing and health codes; B. Keep the Premises clean and sanitary and regularly remove waste and garbage from the leased Premises; C. Not destroy, damage, impair, misuse, waste, or remove anything from the Premises or property or facilities belonging to the Landlord or other Residents; D. Refrain from doing anything which will in any way increase the fire risk or fire insurance premiums on the Premises or any part of the building in which it is located; E. Conduct himself, and require all other persons on the Premises with his consent, to conduct themselves in a manner that does not disturb his neighbors, constitute a breach of the peace or violation of any law. F. Resident agrees to make maintenance checks at monthly intervals on smoke alarms located in the Apartment and to report any and all defects in writing to Landlord immediately. In the event hot water, heating, air conditioning, plumbing or other equipment shall need repair, and Resident does not notify Landlord in writing of the needed repair. The Landlord shall not be liable for any damage arising out of Landlord's failure to furnish such services. Resident shall maintain the Apartment, including the fixtures therein, in a clean, sightly and sanitary condition. Resident shall not, without the consent of Landlord, alter remodel or otherwise change the appearance and / or structure of the Apartment, building or grounds.

35. **ATTORNEY'S FEES.** Resident agrees to pay all reasonable attorney's fees, appellate attorney's fees and court costs incurred by Landlord in order to enforce any provision of this Lease or applicable state law. This provision shall not apply if a court finds that Landlord is not the prevailing party.

36. **FLORIDA STATUTE SECTION 83.49(3).** Pursuant to the provisions of Florida Statute Section 83.49(2)(c), Landlord hereby provides Resident with a copy of the provisions of Section 83.49(3) of the Florida Statutes, which reads as follows:

(A) Upon the vacating of the premises for termination of the Lease the Landlord shall have 30 days to return the rental deposit together with interest if otherwise required, or in which to give the Resident written notice by certified mail to the Resident's last known mailing address of his intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

"This is a notice of my intention to impose a claim for damages in the amount of _____ upon your rental deposit, due to _____. It is sent to you as required by § 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your rental deposit within 30 days from the time you receive this notice or I will be authorized to deduct my claim from your rental deposit. Your objection must be sent to (landlord's address). If the Landlord fails to give the required notice within the 15 day period, he forfeits his right to impose a claim upon the rental deposit.

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

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

(D) **LOCATION OF RENTAL DEPOSIT.** Rental deposit monies held by Landlord are deposited in a Florida banking institution.

In a separate NON-INTEREST bearing account for your benefit in the following bank: Suntrust, whose address is Broward County.

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Resident Initials

37. **MISCELLANEOUS.** Time is of the essence for all provisions in this Lease. If any portion of this lease, or any portion of any document incorporated into this Lease by reference, shall be deemed unenforceable by any Statute, ordinance, or a court of competent jurisdiction, the remaining portion shall not be deemed affected and shall remain enforceable. This Lease shall not be recorded without the prior express written consent of the Landlord. If the Landlord's interest in this Lease is transferred by operation of law, sale, assignment or otherwise, Landlord's successor shall become responsible for all Landlord's obligations hereunder and Landlord shall be released there from. Whenever the context of any provision shall require it, the singular shall be held to include the plural and the use of any gender shall include any other gender.
38. **PEST CONTROL.** We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. We will give you 24 hours notice to perform pest control or extermination services. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions or infestation of pests and vermin in your apartment, adjacent common areas (such as Breezeways) and other common areas of the apartment community.
39. **RETURN OF RENTAL DEPOSIT.** If more than one person signs this Lease as Resident, any rental deposit required to be returned to the Resident shall be deemed properly returned if it is mailed or given to any one of the persons who signs this Lease as Resident.
40. **RECYCLING.** This property conforms to all governmental environmental requirements which involve recycling material. Please contact your manager for further details.
41. **CRIME WATCH MEETINGS.** Resident acknowledges receipt of this notice that Landlord provides regular neighborhood crime watch meetings. Residents are encouraged to attend. Time and dates for said meetings may be obtained from Landlord's management office.
42. **LEAD BASED PAINT.** If the apartment you intend to rent was constructed prior to 1978, it may contain lead-based paint. You are referred to Title 15 and 42 of the United States Code for information regarding the health risks associated with exposure to lead-based paints.
43. **ADDITIONAL RENT.** Any and all payment required to be made by Resident under this lease, including, but not necessarily limited to, periodic rent, application fees, transfer fees, pet deposits, pet fees, parking charges, late charges, NSF fees, attorney's fees, court costs, sales tax, security deposits, monies advanced by Landlord on behalf of the Resident, lock out fees, damages and any of the payments required of the Resident pursuant to the attachments to this lease, if any, shall be deemed to be and shall become additional rent hereunder, whether or not the same be designated as such and shall be due and payable upon demand or together with the next succeeding installment of rent, whichever shall first occur. Landlord, at its election, shall have the right, but not the obligation, to pay or do any act which requires the expenditure of any sums of money by reason of the failure or negligence of the Resident to perform any of the provisions of this lease, and in the event Landlord shall, at its election, pay such sums or do such acts requiring the expenditures of money, Resident agrees to pay Landlord, upon demand, all sums, and the sums so paid by Landlord shall be deemed additional rent.
44. **MOLD AND MILDEW.** Resident acknowledges that the apartment unit is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the apartment to retard or prevent the growth of mold and mildew. Resident agrees to be responsible for properly ventilating and dehumidifying the apartment and the contents to retard and prevent mold and mildew and that the Landlord shall not be responsible for damage to the apartment or the personal property contained therein for damages caused by mold & mildew.
45. **ESCALATION CLAUSE.** Resident agrees that subject property is a federally regulated property as to rent and income. Since the apartment community is a federally regulated property as to rent and income, Resident hereby acknowledges and agrees that the annual chargeable rent of the resident is based upon the Florida Housing Finance Corporation median income guidelines or other federal authority guidelines. Should Florida Housing Finance Corporation or other federal authority guidelines revise median income guidelines for this County, then the parties agree that management shall have the right to increase the monthly rental amounts to comply with the highest allowable rate then promulgated by Florida Housing Finance Corporation or other federal authority guidelines. Any such increase in the monthly rental amount shall only become effective after written notice is provided to resident informing resident that 30-days or 60-days, whichever is applicable, from the date of the notice in the next rental period in which the higher payment is due, that such lease agreement shall include the noted increase. The Resident then agrees that the base rent due and owing under paragraph one (1) of the apartment lease agreement shall be modified to reflect such change to the base rental rate. *This clause does not pertain to residents with a HUD lease.*

RULES AND REGULATIONS

THESE RULES AND REGULATIONS CONSTITUTE AN INTEGRAL PART OF THE LEASE TO WHICH IT IS APPENDED AND THEY SHALL HAVE THE SAME FORCE AND EFFECT AS COVENANTS OF SAID RENTAL AGREEMENT.

The following conduct is contrary to the good interests of the Residents and the management of this complex and is deemed unacceptable, thus such conduct is prohibited on the premises of the Landlord:

PART A

1. The possession, use or distribution of any controlled substance or counterfeit substance, as those terms are defined under the laws of the United States.
2. The commission in the leased premises or on the complex or anywhere of any act which violates the criminal laws of the United States of America or the State of Florida, or the code of the county in which the premises are located.
3. Using or permitting the leased premises or any part of the complex to be used for any unlawful, improper or disorderly purpose, or Committing or permitting the Commission or a breach of the peace or nuisance therein or thereon.
4. In its sole discretion, the Landlord or Landlord Agents may request any guest or invitee of the Resident to leave the Apartment Community if the Landlord believes, in its sole opinion, that the guest or invitee is creating a nuisance.
5. The use of the demised premises for any purpose in violation of any federal or state statute or county or municipal ordinance.
6. Carrying or using firearms or other dangerous weapons in the complex, or threatening or harming other residents or visitors with such weapons.
7. Damaging or destroying property of the Landlord or of a resident of the complex or of a guest or visitor of a resident.
8. Threatening to strike or striking a resident or employee of the Landlord.
9. Participating in or exhibiting conduct that adversely affects the health, safety or welfare of any resident or employee of the Landlord.
10. Hanging of clothes outside of apartments.

PART B

11. Residents and guests shall have due consideration for the comfort and enjoyment of other Residents in the complex. In this regard:
 - a. No musical instruments, radio, stereo, television or any other piece of entertainment equipment shall be played so that the sound from it is audible outside the Resident's apartment.
 - b. No portable sound equipment, or car radio, shall be played at a volume that disturbs other residents.
 - c. Residents shall not assemble in the common areas of the complex in a manner or number that will disturb other Residents by means of noise; gather in groups on the parking lot, pool area or elsewhere on the grounds of the complex so as to produce noise that is disturbing to other residents;
 - d. Gatherings inside the Resident's apartment must be free of noise that disturbs other residents, and shall end at a reasonable hour in the evening;
 - e. There should not be excessive traffic in and out of a resident's apartment at any hour of the day or night;
 - f. The Resident shall not make or permit a disturbance or noise that is disruptive of the peace and quiet of anyone living in the apartment complex.
 - g. There shall be no boisterous conduct inside or outside a Resident's apartment which disturbs the peace and quiet of the premises or the residents of the complex.
 - h. Management in all cases shall retain the right to control and prevent access into the buildings or grounds of all persons who are considered undesirable, management or its representatives may issue trespass warrants to "persons on premises."
 - i. Resident shall not interfere with management in the performance of their duties, nor shall Resident make any threats to any Management personnel. Violation of this provision shall be considered a material breach of the lease entitling Landlord to terminate the Resident's right of occupancy immediately.
 - j. While on the property of Landlord, Resident shall not act in any loud, rude, demeaning, disruptive or threatening manner to any other residents, employees, agents, contractors, invitees or licensees of Landlord. In the event that Resident defaults under this lease provision, Resident agrees that Resident shall be subject to removal of Resident proceedings and that Resident's tenancy may be terminated by written notice, without Opportunity to cure, pursuant Florida Statute 83.56(2)(a).

Those acts that a Resident is prohibited from doing shall also not be done by the Resident's family, guests or visitors. The Resident assumes the responsibility of so informing his family, guests and visitors of these prohibitions and, further, assumes the responsibility for any misconduct on the part of any of them.

By the execution of the attached lease, the parties agree that the violation by the Resident of any of the rules and regulations in Part A and B, above, shall be deemed a breach of a material provision of the rental agreement, and they further acknowledge and agree that such noncompliance by the Resident is of such nature that he should not be given an opportunity to cure it. The violation shall be deemed a breach of the lease agreement that shall entitle the Landlord to bring an action to recover possession of the leased premises from the Resident.

NOTE: As used in this instrument, the singular includes the plural and the masculine includes the feminine. The term Complex refers to the entire area encompassing the premises of the Landlord

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 Resident Initials



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ADDENDUMS TO THE LEASE AGREEMENT

FIRE SAFETY PREVENTION TIPS TO AVOID/CONTAIN FIRES & FIRE PREVENTION EQUIPMENT/SYSTEMS ACKNOWLEDGEMENT

[Signature] _____ Resident Initials

WHAT'S ONE OF THE MOST COMMON CAUSES OF HOME FIRES? UNATTENDED POTS LEFT ON THE STOVE. THESE SAFETY TIPS CAN HELP YOU AVOID AN INFERNO:

Never leave an open flame unattended, with or without a pot or pan on it. If the phone or doorbell rings, turn off the burner before you leave the kitchen. Carry a spoon or potholder as a reminder you were cooking.

Keep towels, papers, pizza boxes, potholder and loose sleeves away from the stove and other sources of heat.

If your oven catches on fire, don't open the door. Same goes for microwaves. Turn it off, and pull the plug. Oxygen only fuels the fire. Call 911 if the fire doesn't go out immediately,

Keep all appliances clean. A buildup of grease can catch fire easily.

Check all your electrical cords to be sure they are not coming apart.

When grease or oil catches fire, smother the flames with a lid or larger pan. Never throw water or flour on a grease fire. It can splatter and spread the fire. Baking soda can be used to douse the flames. Even better is using a multipurpose fire extinguisher.

Never try to carry a grease fire outside. You may burn your arms and spread the fire.

Candles should never be left unattended. Candles should not be left in an apartment where there are unattended children. Remember to put OUT the candle before leaving your apartment.

Remember to put OUT your cigarette before leaving your apartment.

RESIDENTS NEED TO PURCHASE "RENTERS INSURANCE"

The fire prevention equipment/systems (fire alarm speakers, smoke detectors, sprinklers, fire extinguishers, stove top fire stops, etc.) located in the interior of your apartment and hallway areas have been installed for your safety. These devices are life saving devices that become inoperable if they are dismantled or tampered with, thus putting you and your family at risk in case of fire.

DO NOT tamper, attempt to remove or disconnect these devices. If Management finds any residents tampering, removing or disconnecting the devices, a minimum charge of \$350.00 will be assessed and if there are any further damages caused due to handling the equipment, the resident will be personally responsible for the charges assessed for repairs and clean up.

Smoke detectors should be tested regularly by pressing the "test" button. I will immediately notify the management of any malfunction of any of the fire prevention equipment if it becomes damaged, lost, stolen or otherwise inoperable.

BED BUG ADDENDUM

[Signature] _____ Resident Initials

This Addendum shall be made a part of the residential Lease Agreement signed between the parties concerning the premises; and **WHEREAS**, the Landlord and Resident fully intend to be bound by this Agreement; and **NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Landlord and the Resident hereby agree as follows:

1. That the parties acknowledge that bed bugs are almost always introduced to an apartment by a human's activities. They are usually introduced through personal items such as luggage, purses, brief cases or furniture and other personal items brought into the apartment unit. Landlord hereby informs the Resident and Resident acknowledges that the premises have been thoroughly inspected prior to Resident taking possession of the unit. The apartment has been fully cleaned and vacuumed, all electrical outlets, air-conditioner ducts, appliances, baseboards, carpets, closets and cabinets have been inspected and have been determined to be bed bug free.
2. The Resident may choose to have an inspection of the premises performed at their expense by an approved third party within three days of signing of this addendum. The management office has a list of approved third party pest control companies that may inspect the premises. If after the inspection it is determined that there are bed bugs present, management will have their own pest control company come in to re-inspect the premises and, if bed bugs are present, apply treatment at management's cost. However, if no bed bugs are found, any preventative treatment that Resident opts to take is at Resident's own cost.
3. **If during the term of the Resident's tenancy bed bugs appear in the apartment, Resident acknowledges that the treatments will be at Resident's expense.** Management will arrange for the treatments through their pest control company. However, it is Resident's responsibility to properly prepare the apartment unit. The Resident agrees to follow the procedures outlined in this addendum in preparation for the bed bug treatment. Resident also acknowledges that if Resident does not comply with the preparation of the treatment and treatment

is unsuccessful, Resident will not only be financially responsible for subsequent treatments to the apartment unit, but for any treatment to adjoining units that are infected by the bed bugs.

4. The following preparations must be followed prior to treatment:
 - a. Resident may not remove anything from the infected apartment prior to treatment. This includes appliances furniture or clothing.
 - b. Resident agrees to close the blinds and turn off the lights.
 - c. Resident must either dispose of the mattress and box springs or agree to have these items treated. If Resident plans to dispose of the mattress and box spring, Resident acknowledges that these items may not be placed at the property dumpster and must be disposed off of the premises.
 - d. All items attached to the wall must be removed from the wall but left in the room. The bed must be pulled away from the wall, but left in the room. Large furniture should be pulled away from the wall, if possible, but left in the room.
 - e. Please note that the carpeting will be pulled up from around the perimeter of the room, but left on the floor.
5. Post Treatment, Resident's responsibilities include:
 - a. Removing all bed linen and placing them in a sealed bag and having them immediately cleaned in hot water or dry cleaned.
 - b. It is strongly recommend that all clothing in the unit is thoroughly cleaned after treatment.
6. Resident acknowledges that after the initial treatment there will be follow-up service at the apartment in approximately 7 days. Once again, Resident will be obligated to follow the preparations outlined hereinabove.
7. Resident acknowledges that after the 7 day follow-up treatment, the apartment unit will be inspected in 30 days.
8. Resident understands that denial of access to the Landlord or the Landlord's agent to service the unit, failure of cooperation to prepare the unit for treatment, as well as refusal of payment for the bed bug service is a material breach of the lease agreement and will be grounds for the issuance of a 7 day notice to cure and a 7 day notice to vacate as provided in the Florida Statutes.

LEASE ADDENDUM FOR DRUG-FREE HOUSING

 Resident Initials

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree on the following:

1. Resident or any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity on the premises. "Drug-related activity" meaning the illegal manufacture, sale, distribution, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
2. Resident, or any member of the Resident's household, a guest, or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.
3. Resident or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the premises or otherwise.
5. Resident, or any member of the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF RESIDENCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Resident.

MOLD ADDENDUM TO LEASE

 Resident Initials

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: TENANT(S) agree to use all air-conditioning. If provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. **OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING AND THE THERMOSTAT NEEDS TO BE SET AT 78 DEGREES OR LOWER.**
TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM, AND MOP.
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING.
- KEEP CLOSET DOORS AJAR.
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS.
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE.
- USE CEILING FANS IF PRESENT.
- WATER ALL INDOOR PLANTS OUTDOORS.
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE.
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING.
- WIPE DOWN ANY VANITIES/SINK TOPS.
- AVOID AIR-DRYING DISHES.
- NOT DRY CLOTHES BY HANG DRYING INDOORS.
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES.
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE.
- HANG SHOWER CURTAINS WITHIN BATH WHEN SHOWERING.
- SECURELY CLOSE SHOWER DOORS IF PRESENT.
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE.
- USE DRYER IF PRESENT FOR WET TOWELS.
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES.
- REMOVE ANY MOLDY OR ROTTING FOOD.
- REMOVE GARBAGE REGULARLY.
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT.
- INSPECT FOR LEAKS UNDER SINKS.
- CHECK ALL WASHER HOSES IF APPLICABLE.
- REGULARLY EMPTY DEHUMIDIFIER IF USED.
- KEEP PROPERTY FREE OF EXCESSIVE FURNITURE TO ALLOW PROPER VENTILATION

REPORTING REQUIREMENTS

TENANT(S) AGREE TO REPORT IN:

- VISIBLE OR SUSPECTED MOLD.
- ALL A/C OR HEATING PROBLEMS OR
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE.
- PLANT WATERING OVERFLOWS.
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS.
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS.
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILINGS.
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS.
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES.
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS.
- ANY AND ALL MOISTURE.

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover®, or Clorox Cleanup®.

TERMINATION OF TENANCY: Owner or Agent reserves the right to terminate a tenancy and TENANT(S) agree to vacate the premises in the event Owner or Agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S)' actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(S) agree that Owner or Agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, TENANT(S) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to TENANT(S)' failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and Owner or Agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and Agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

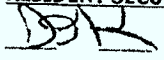
RADON GAS DISCLOSURE STATEMENT

 Resident Initials

This disclosure is required by Florida Statutes 404.056(8):

RADON GAS: Radon Gas is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county public health unit.

RESIDENT SECURITY NOTICE AND ACKNOWLEDGEMENT

 Resident Initials

NOTICE TO RESIDENT: The management of this apartment community (including the owner and owner's authorized property manager) does **NOT** promise, warrant or guarantee the safety or security of the resident's personal property against the criminal actions of other residents or third parties. Each resident has the responsibility to protect him or herself and to maintain the appropriate insurance to protect his or her belongings. Residents should contact an insurance agent to arrange appropriate fire and theft insurance on their property.

It is a fact that no security system, courtesy patrol or electronic security device can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, residents should always proceed on the assumption that **NO** security system exists. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

If security systems, security devices, or walk-through services are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism. Such personnel, if provided, cannot physically be every place at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen. Therefore, management does **NOT**

warrant any security systems, security devices, or services employed at this community will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Management reserves the right to reduce, modify or eliminate any security system, security devices or services (other than those statutorily required) at any time; and resident agrees that such action shall **NOT** be a breach of any obligation or warranty on the part of the Management.

If controlled access gates or intrusion alarms are provided, it is the Resident's responsibility to bring any questions to the attention of Management. Further, Resident agrees to promptly notify Management in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms, and any other security-related device. If Resident's apartment is equipped with an intrusion alarm, Resident agrees to be responsible for all fines, penalties and other charges resulting from or attributed to the alarm, including false alarm charges.

ACKNOWLEDGEMENT BY RESIDENT: I have read, understood, and agree with the above notice. I have received **NO** representation or warranties, either expressed or implied, as to any security system on the property, or guaranteed or that the apartment community was or will be free of crime. I further acknowledge that Management is **NOT** obligated under any circumstance to respond to any signal from an intrusion alarm system. The responsibility for protecting me, my property, my family, guests and invitee from acts of crime is the sole responsibility of myself and law enforcement agencies.

I **AGREE** to release Management from claims arising out of criminal acts of other residents and other third parties. I agree that Management shall **NOT** be liable to me based upon any claim that security was **NOT** provided. Residents acknowledge that the foregoing shall also be binding upon Residents heirs, successors and assigns.

This document contains the entire agreement with respect to its subject matter. Management representatives have no authority to make changes or modifications in the terms of this document, except when in writing and signed.

RESIDENT SAFETY REMINDERS - THINGS YOU NEED TO BE AWARE OF...

We would like you to be aware of some important guidelines for your safety and your personal property. We recommend that you practice the following guidelines:

PERSONAL SAFETY/OUTSIDE YOUR APARTMENT HOME

1. Lock your doors while you are gone. That means dead bolts too!
2. Leave a radio playing very softly when you are not at home.
3. Close and lock your windows when you are gone. Don't forget the sliding glass doors.
4. Purchase a lamp timer at the hardware store and set the time when you are not home in the evening or when you are on vacation.
5. Try not to walk outside alone at night.
6. Do not hide your front door key under the doormat. It is usually the first place a burglar looks.
7. If you have an entry code, do not give you code to guests or strangers.

PERSONAL SAFETY/INSIDE YOUR APARTMENT

1. Lock your doors and windows, even when you are home.
2. If you have a deadbolt or night latch, use them even when you are home.
3. Never answer your door unless you know who is on the other side by looking through the peephole. If you do not know the person, talk to them without opening the door, and do not open the door unless you are satisfied with their identity.
4. Be careful to whom you lend or give your keys to.
5. If you are worried because you have lost a key, ask management to re-key the locks. You have the right to do so, provided you pay the cost of re-keying in advance.
6. Keep the telephone numbers for the police and emergency medical service handy.
7. Check your smoke detectors periodically for dead batteries.
8. Report to the office any needed repairs of locks, latch doors, windows or smoke detectors.
9. Report any malfunction of safety devices outside your apartment home such as broken gate locks, burned-out stairwell and parking lot lights.
10. Close your curtains or blinds at night.
11. Let the manager and your friends know when you are going to be gone for an extended period of time. Ask your neighbor to keep an eye on your apartment, because the management cannot assume the responsibility.
12. Mark or engrave valuable personal possessions for identification.

PERSONAL SAFETY/AUTOMOBILE

1. Lock your car doors when you are driving. Lock the doors and roll up the windows when you are leaving the car parked.
2. Do not leave visible items in the car; such as a purse, briefcase, audio tapes/cds; packages, money, etc.
3. Do not leave your keys in the car.
4. No matter where you are, always carry your key ring in your hand when you walk to the car. Do not ever stand by the car fumbling for keys. Have them ready before you leave the building.
5. Look in the back seat before you get in the car for intruders.

PERSONAL SAFETY AWARENESS

There is no such thing as a full proof system. Safety precautions such as alarm systems and courtesy patrol are not guaranties against crime. All systems are subject to human error, mechanical maintenance, etc.

You should always proceed as if safety systems did not exist. The best safety measures you can take are the ones you can perform yourself as a matter of common sense. At Professional Management, Inc. we care about resident's safety, and we hope you will diligently practice the safety guidelines.

SATELLITE DISH ADDENDUM

 _____ Resident Initials

Resident has requested and Lessor has agreed to allow the installation of one (1) individual satellite dish provided, however, that the following terms and conditions are fully complied with.

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The Dish may not exceed one (1) meter (approximately 3.3 feet) in diameter, and is restricted to Direct Broadcast System (DBS) dishes or as otherwise permitted by FCC order 98-273. The Dish may receive, but may not transmit signals of any kind.

1. The dish may only be placed on the patio or balcony or inside the unit, if such place is included in the premises, identified in the Lease, and may not be, under any circumstances, installed on or affixed, attached or clamped to any exterior building walls or roofs, or any windows, patio or balcony railings or posts. In addition, a Dish which is placed on a balcony or inside a unit may not protrude outside a window or over a railing of any kind, even on a temporary basis. Dishes may not be placed in any common area of the Property. Resident is required to maintain the Dish including, but not limited to, its appearance at all times.
2. No holes of any kind are permitted to be drilled in any exterior walls, window frames or balcony railings, without prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion. Lessor contends such holes may only be drilled by Property personnel and Lessor reserves the right to charge a reasonable fee for this service. Ways to feed the wire into the unit from outside drilling holes include a fine cable under a door jam or windowsill or a magnetic or suction device attached to a window.
3. Splicing of existing wires (including, but not limited to cable, electrical, telephone or other utility wires) or otherwise tampering with or tapping into existing cable, electrical, telephone or other utility systems will not be permitted under any circumstances.
4. The signal to be received by the Dish may not in any way interfere with any cable, utility or communication systems, whether now or in the future located on the Property. The Lessor reserves the right to require that the Dish be removed upon notice by Lessor, if Lessor complies with Section 207 of the Telecommunications Act of 1996 and its related rules, regulations and interpretations regarding a central antenna for the Property.
5. The Lessor reserves the right, but is not obligated to inspect the installation upon completion and at any time in the future during the term of the Lease. Also, the Lessor reserves the right to require any modifications and / or maintenance deemed necessary in the Lessor's sole discretion at the Resident(s) sole cost. Notwithstanding the foregoing, the Resident shall be solely responsible for ensuring that the Dish is properly and safely installed in compliance with all applicable laws. The Resident acknowledges and agrees that the Lessor's inspection and / or required modifications of the Dish installation shall not render Lessor liable or responsible for the same.

The Resident agrees to indemnify and hold the Lessor, the Owner of the Property, their affiliated and related entities, officers, agents and employees (the "Released Parties") harmless from and against any and all claims, liabilities, injuries, damages and actions that may in any way arise relating to the Dish, including, but not limited to installation, operation and use by the Resident.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease and Lessor shall be entitled to exercise all rights and remedies at law or in equity. In the event of conflict between the provisions of the Addendum and any other provisions of the Lease, the provisions of this Addendum shall control.

EACH RESIDENT ACKNOWLEDGES AND HAS READ CAREFULLY AND FULLY UNDERSTANDS THE TERMS OF THIS ADDENDUM. THE RESIDENT UNDERSTANDS THAT IT INCLUDES A RELEASE OF ALL CLAIMS AND IS ENTERING BY THE RESIDENT'S OWN FREE WILL.

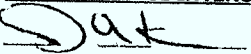
FITNESS CENTER WAIVER

 _____ Resident Initials

With full appreciation and knowledge of the consequences of my consent, and in consideration for being allowed to use the fitness center and fitness center equipment:

I hereby declare that I am 18 years or older and that I agree to assume all risks and dangers, including, inherent risks, incidental to, arising from, or in connection with me, my family, invitees, or anyone that may use said facilities, services, or participate in any type of physical activity in the Fitness Center and my use of the Fitness Center equipment, and to release and discharge, **Progresso Point, Reliance-Progresso Associates, Ltd.** and Professional Management, Inc., their respective principals, shareholders, employees, agents, affiliates and subsidiaries (whether now existing or hereinafter created), successors and assigns, licensees, and legal representatives (collectively, the "Parties") from any and all liability arising out of any loss, damage or injury, including death, that I may sustain, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys' fees, which arise out of, result from, are related to, or occur during my use of the Fitness Center and its equipment or personal training, including any injury or damage that arises out of the negligence of any of the Parties.

MAIN ENTRANCE INTERCOM SYSTEM & PEDESTRIAN GATE ACKNOWLEDGEMENT

 _____ Resident Initials

Progresso Point has been equipped with an intercom system to provide privacy to all residents. It is up to all residents to help maintain a quiet environment.

The following must be followed at all times:

1. Use the card assigned to you when entering **Progresso Point's** pedestrian gate. No persons inside the building are authorized to open the door for you.
2. When entering **Progresso Point**, do not hold the door for anyone coming in who is not a resident of **Progresso Point**.
3. Do not give your card to anyone.
4. Please advise your guests that they must use the intercom system when visiting. If you are not home they should come back later.
5. Changes to the intercom system (names & telephone numbers) must be requested in writing and the changes will take up to 48 hours to implement.
6. Do not give access to people that may call the unit through the intercom system at random.

- 7. The Management reserves the right to ask anyone found walking the hallways or common areas to leave the property.
- 8. There is a **\$25.00 Deposit for each Card**. All lease holders listed on the lease will need to have a card.
- 9. There is a **\$25.00 replacement fee for any lost Card**.

Name to be listed on the intercom: Don Kozich Telephone # 954-709-0537

Cards(s) received One (1) _____ or Two (2) _____ Card(s) numbers #31549, _____, _____

Decal numbers #C-9135, _____

By signing this application, I/We understand that I/We must maintain the Card(s) and until the lease expires.

I/We have received Card(s). I/We have read the above terms and understand my/our obligations to comply with the regulations. It is understood that this notice is my/our written confirmation to meet the parking procedures. I also understand that by not following these procedures, my/our parking card can be suspended from the system.

PARKING GARAGE DECAL AND BARCODE GUIDELINES

 Resident Initials

All residents need to obtain a parking decal and a barcode for each vehicle that will be parked in the garage parking lot. You must register your vehicle(s) with the office and the following information is required in order to obtain the mentioned above.

- Vehicle registration
- Driver's license
- Insurance Information

A \$ 25.00 deposit will be required in order to obtain a barcode and will be **refundable** upon moving out. You must return both the decal and the barcode in order to receive your deposit back.

The garage parking lot is for the use of the residents only. Any vehicle parked in the garage without the proper identification will be towed away at the owner's expense.

Each apartment will receive one parking decal included in the monthly rent. A second parking space will be charged at a monthly fee of \$ 25.00 that must be paid together with the monthly rent which is subject to availability. If you choose to cancel the 2nd parking space during a particular month because you no longer need it, you must notify the office in writing prior to the beginning of your next month's rent. The barcode and the decal must be **returned to the office**. The deposit you submitted for this barcode will be applied to your next month's rent payment.

- All vehicles parked in the parking garage must be operable at all times. Any vehicles with flat tires, broken glass or without a current tag will be towed away at owner's expense.
- All residents must be parked in a regular parking space ONLY. Blocking the garbage room, maintenance shop or any exit/ entrance door to the garage is not permitted.
- Do not tailgate another car when entering the parking garage. We will not be responsible for any damages you may have caused by tailgating. Any damages to the system or gate will be the resident's responsibility.
- Do not enter through the exit gate. The "tiger teeth" tracks will damage the vehicle's tires and management will not be responsible. Any damages caused by doing this will be the resident's responsibility.
- All vehicles must be parked facing straight ahead. No backing into the spaces.
- Residents are not allowed to perform any mechanical work on their vehicles while parked in the parking lot of the property.
- Please obey the speed limit signs located on each floor's walls of the parking garage.
- Absolutely no skating, bicycle riding or skate boarding is allowed in the parking lot area or on the parking ramp.
- No loud music is permitted while in the parking garage.

Professional Management Inc. and **Progresso Point** (Owners and or employees) are not responsible for the theft, damage or destruction of any vehicles, motorcycles, mopeds, personal property, etc. that are parked or brought onto the premises.

I/We have read, understood and agreed that these are the parking regulations of **Progresso Point** I /We also agree that my vehicle (s) are subject to be towed in the event that I do not follow any of these rules and regulations.

PET ADDENDUM

 Resident Initials

Manager hereby grants permission for Resident to keep in Resident's apartment **one pet weighing 25 lbs. (maximum) upon the following terms and conditions:**

- 1. The pet's name is _____ and is a (sex) _____ and is approximately _____ years old. At the time of move in, the staff will request to have a picture of you and your pet for identification purposes and an id tag with the apartment's information.
- 2. The pet is generally described by the following breed, height, weight and physical identifying characteristics: _____

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3. Resident hereby represents and warrants that the above-described pet has been properly licensed and inoculated as required by local law and Resident agrees to maintain such licensing and inoculation of the pet and to furnish Manager with evidence thereof promptly upon request.
4. The pet shall be kept on a leash at all times when outside the Apartment and inside the Apartment Community. The pet shall not be exercised inside the Apartment Community except in designated exercise areas if any. Resident shall not at any time leave the pet on a patio or balcony while away from the apartment. Resident shall promptly collect and remove all pet defecations from the grounds of the apartment community.
5. Resident has hereby paid the Manager ~~\$300.00~~ as an additional pet fee and pet deposit for securing resident's performance under this Pet Addendum and the lease agreement. ~~\$150.00~~ of the above amount is considered a nonrefundable pet fee. The balance of ~~\$150.00~~ of the above amount is considered a refundable pet deposit and shall be considered a part of the premises deposit. Such deposit shall be held in the same manner as the security deposit as indicated in the lease agreement. Furthermore, the pet fee and the pet deposit paid by the resident shall in no way limit the resident's liability to the landlord for any damage to the property caused by the housing of the pet. Resident agrees to pay landlord for any damages upon receipt of landlord's written notice for the charges.
6. Resident shall insure that the pet does not at any time disturb any other resident of the Apartment Community nor damage any property located in the Apartment or in the Apartment Community. If in Manager's sole opinion and discretion, the pet has disturbed or is disturbing any other resident or has caused or is causing damage to property in the Apartment or the Apartment Community then resident shall permanently remove the pet from the Apartment and the Apartment Community within ten (10) days after written request. Resident's payment for damage caused by the pet shall not entitle the Resident to keep the pet. Resident's failure to permanently remove the pet as provided above or failure to comply with all other terms of the Pet Addendum shall constitute a default permitting termination of the Lease Agreement.
7. Except for the pet described above, resident shall not keep any pets in the Apartment or within the Apartment Community.
8. Resident's failure to comply with the terms and provisions of this Pet Addendum or violation of any representation or assurance contained in this Pet Addendum shall constitute a default permitting termination of the Lease Agreement.

POOL RULES

 Resident Initials

1. SWIM AT YOUR OWN RISK.
2. NO LIFE GUARD ON DUTY.
3. POOL HOURS ARE FROM 8:00AM TO 10:00PM.
4. NO DIVING, RUNNING, PUSHING, HORSEPLAY IN THE POOL OR POOL AREA.
5. BECAUSE NO LIFEGUARD IS ON DUTY, CHILDREN UNDER THE AGE OF 12 ARE NOT ALLOWED INSIDE THE POOL OR POOL AREA UNLESS AN ADULT IS IN ATTENDANCE.
6. FLOATS, INFLATABLE OBJECTS, TOYS, OR GAMES ARE NOT ALLOWED IN THE POOL OR POOL AREA.
7. NO GLASS CONTAINERS ARE ALLOWED IN THE POOL OR POOL AREA.
8. NO ANIMALS ALLOWED IN THE POOL OR POOL AREA.
9. NO BIKES OR WHEELED VEHICLES ARE ALLOWED IN THE POOL OR POOL AREA.
10. NO DIAPERS ARE ALLOWED IN THE POOL.
11. NO FOOD OR DRINKS ALLOWED IN THE POOL OR POOL AREA.
12. SHOWER BEFORE ENTERING THE POOL.
13. POOL SHOULD NOT BE USED UNLESS TWO (2) OR MORE ADULTS ARE PRESENT WITHIN THE ENCLOSURE.
14. MANAGEMENT RESERVES THE RIGHT TO DENY ANY PERSON USE OF THE POOL AT ANY TIME.
15. VISITORS ALLOWED IN POOL ONLY WITH MANAGER'S PERMISSION.
16. PROPER SWIMMING ATTIRE IS REQUIRED.
17. NO ACTIVITY OR NOISE THAT IS A DISTURBANCE TO OTHER PEOPLE IS ALLOWED.
18. NO SMOKING IN THE POOL AREA.
19. POOL TAGS MUST BE WORN BY ALL LEASE HOLDERS WHO ARE AGE 13 AND OLDER & A MAXIMUM OF 5 PEOPLE (INCLUDING RESIDENTS & GUESTS) PER HOUSEHOLD ARE PERMITTED IN THE POOL OR POOL AREA AT A TIME
20. POOL GATE MUST BE LOCKED AT ALL TIMES. IF THE LOCK IS NOT WORKING PROPERLY, PLEASE NOTIFY THE MANAGEMENT OFFICE IMMEDIATELY.

I HAVE READ ALL THE ABOVE AND UNDERSTAND THAT I AM FULLY RESPONSIBLE FOR MYSELF AND WILL OBEY EACH AND EVERY RULE LISTED ABOVE.

POOL IDENTIFICATION ACKNOWLEDGEMENT

 Resident Initials

I have received the below listed pool id(s). The pool id(s) are issued to lease holders who are 13 years of age and older.

The pool id(s) are to be worn while using the pool. During the time of move-in, pool ids will be issued to all lease holders 13 years and older at no charge. If the pool id is lost there will be a charge of \$25.00 per each tag. The id needs to be worn while in the pool area.

Only residents are permitted in the pool and pool area with a maximum of 1 guest.

By signing this form, I am also acknowledging the pool rules and agree to abide by them while using the pool facilities.

Pool tag number

Pool tag number

Progresso Point

EXHIBIT B
 20 OF 28

Pool tag number

RELEASE OF LIABILITY AND INDEMNIFICATION FOR DELIVERED PACKAGES

[Signature] Resident Initials

THIS RELEASE OF LIABILITY is made and entered into by and between the landlord and the lease signers and in consideration of the mutual covenants contained herein and other good and valuable consideration, it is hereby agreed as follows:

Tenant does hereby release the landlord, its agents, officers, directors, employees, owners, successors and assigns ("Landlord") from any liability, negligence or gross negligence, including it's own negligence and the negligence of others or any other form of liability for loss, theft or damage to materials, packages or goods that are accepted on behalf of the undersigned Tenant and Tenant's occupants. The Tenant agrees that Landlord, its agents and employees are not responsible for verifying the condition of deliveries upon receipt of deliveries on behalf of the undersigned or for the storage of such deliveries.

Tenant further agrees to indemnify the Landlord for any costs, fees or judgments, including attorney's fees, should any third party make a claim against or sue the Landlord based upon the loss, damage or theft of a delivery. Deliveries will be taken in the Courtesy Desk from Monday through Saturday 9:00am to 8:00pm excluding legal holidays. Deliveries must be picked up at the Courtesy Desk only between 9:00am and 8:00pm Monday through Saturday excluding holidays with in 48hrs of being notified that a delivery has been received for the Tenant. If the delivery is not picked with in 48hrs it may be returned to the sender.

RESIDENTIAL LEASE RIDER

[Signature] Resident Initials

NOW THEREFORE, notwithstanding any other provisions to the contrary contained in the Lease, the parties hereto covenant and agree that the Lease shall be modified and amended as follows:

LESSEE ACKNOWLEDGES and agrees that the subject Premises are specifically identified and under the administrative control of the Section 42 Low Income Housing Tax Credit Program (hereinafter referred to as the "Program"), which limits occupants to an annual income level and provides lower rent rates to households who meet certain Program criteria (hereinafter referred to as "Qualified Households").

LESSEE ACKNOWLEDGES and agrees that participation in the Program allows the owner or its agent to increase the monthly rent rate based upon maximum allowable rents annually revised and published by the U.S. Department of Housing and Urban Development. Lessor reserves the right to increase rent rates in accordance with Program guidelines, subject to thirty (30) days written notice to Lessee, effective for the balance of said lease term.

LESSEE ACKNOWLEDGES and agrees that participation in the Program also requires that Qualified Households must meet certain income limitations based upon the number of persons residing in the Premises and Lessee(s) agrees to notify Lessor immediately of any increases or decreases in the number of persons residing in the Premises.

LESSEE ACKNOWLEDGES and agrees that participation in the Program requires re-certification by the Lessee every twelve (12) months as required by the Program. Lessee(s) agrees to submit all necessary documentation required by the Program to Lessor for the purpose of insuring that Lessee(s) remains a Qualified Household. In the event that Lessee(s) fails to deliver such information thirty (30) days prior to the applicable re-certification deadline, Lessor reserves the right to issue a written notice to vacate to Lessee(s). Lessee acknowledges that he/she has received the information on the Program re-certification and understands such requirements.

LESSEE ACKNOWLEDGES and agrees that participation in the Program is limited to specific restrictions with respect to students and that qualification to remain a Qualified Household is at all times dependent upon the household meeting all student status requirements. Should Lessee(s) fail to meet these requirements at any time, Lessee(s) will be deemed an unqualified household and will be subject to immediate eviction and shall be issued a written thirty (30) day notice to vacate. Lessee(s) agrees to notify Lessor immediately of any change in student status by any member of the household.

Except as otherwise modified and amended herein, all other terms and conditions shall remain in effect under the original lease.

VEHICLE REGISTRATION FORM

Head of Household Name

Work or cell phone number 954-709-0537 Cell Phone _____

Car Information

Make/Type Wrangler Model Jeep

Year 1992 Tag # P292LJ

Color Green License Plate Florida

Parking Space # _____

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For Office Use only				

WASHER-DRYER – HOOK-UP ADDENDUM

DK Resident Initials

NOTE: Residents have the option to lease a full size washer & dryer in their unit for an additional fee, or not to rent a washer/dryer and hook up their own unit, or have no washer/dryer hook up. Please indicate your choice below:

A) DK **WASHER-DRYER RENTAL**
(Initial)

- 1) Resident acknowledges that there is a full-size washer and dryer in their unit and resident agrees that they will leave the washer and dryer in the unit in good working order. Normal wear and tear expected, when they vacate. The resident will be charged for any damages to the washer-dryer or to replace the washer dryer if the washer-dryer is missing or damaged, when the resident vacates.
- 2) Resident acknowledges that there is a monthly charge of \$0.00 for the rental of the washer-dryer, which is considered an additional fee.
- 3) Resident agrees not to disconnect or reconnect either the washer or the dryer. Resident will contact the office to request any repairs or moving of the washer or the dryer.
- 4) Resident agrees that only the washer and dryer provided by the complex are to be operated or installed in the apartment.
- 5) **Resident agrees to be responsible for the regular cleaning of the lint and other debris in the dryer and or washer.**

OR
Serial # for washer _____ Serial # for dryer _____

B) _____ **WASHER-DRYER HOOK-UP**
(Initial)

- 1) Resident acknowledges that they have elected to not rent the washer-dryer from the complex and the resident has their own washer-dryer.
- 2) Resident acknowledges a \$250.00 deposit will be required if resident has their own washer-dryer
- 3) Resident agrees to be responsible for the proper maintenance and repair of their washer-dryer including regular removal of lint and other debris.
- 4) Resident agrees not to disconnect or reconnect the washer or dryer.
- 5) Resident agrees that they will be responsible for any damages incurred to the property or apartment due to a malfunctioning washer or dryer.

OR

C) _____ **NO WASHER-DRYER OR HOOK-UP**
(Initial)

- 1) Resident acknowledges that they have elected to not rent the Washer-dryer and to not use the washer-dryer hook-up. Resident Agrees to not connect any washer or dryer to the hook-up without the prior written approval of the office, which includes the hook-up requirements above.

Resident agrees to the above conditions and a violation of this addendum will be considered a serious lease violation and grounds for lease termination.

WATER REMETERING ADDENDUM FOR RENTAL UNITS

DK Resident Initials

TENANT is aware that LANDLORD has arranged to have a water meter installed to measure TENANT'S water usage and sewer charges. TENANT further agrees to pay for such water usage and sewer charge separate from the rent payment owed to LANDLORD according to this lease and that the costs and billing for water usage and sewer charge shall not be considered a reduction or offset in the rental payment due LANDLORD. It is understood and agreed between LANDLORD and TENANT that in the event such payment is not made when due, it shall be considered a substantial default under the lease, and TENANT agrees that LANDLORD may bring summary proceeding for eviction as if the rent were not paid.

RESIDENT GUIDELINES, RULES AND REGULATIONS

DK Resident Initials

This Community prides itself on being "DRUG FREE"! We are committed to cooperating with any and all law enforcement officials to prohibit the sale, distribution, and/or use of drugs or illegal substances within our apartment community. The violation of any of the local, state, or federal laws concerning this will be cause for immediate termination of your lease (not releasing you from any and all financial or legal obligations to your lease), and the forfeiture of any deposits. We will provide law enforcement officials, evidence to aid in the prosecution of drug offenses. (Violation of this provision shall be a material violation of the lease and good cause for termination of residency).

RENT PAYMENTS

- All payments are to be made by money order, cashier's check or personal check before the 6th of the month by the leaseholders. CASH IS NOT ACCEPTED!

- All payments are to be made payable to the name of this community. Partial payments are not accepted.
- All rents shall be due payable on the first (1st) day of each month and shall be considered delinquent after the fifth (5th) of its due date. Resident agrees to pay to Landlord additional rent in the amount of \$125.00 if payment has not been received by the fifth (5th) day of each month, \$150.00 if payment has not been received by the tenth (10th) of each month or \$175.00 if payment has not been received by the fifteenth (15th) of each month. Resident specifically acknowledges and agrees that the foregoing additional rent shall not preclude Landlord from filing a removal of Resident proceedings against Resident for nonpayment of rent at any time subsequent to the due date of each month's rent.

NOTE: Regardless of weekends and/or holidays, rent remains due on or before the first (1st) day of the month unless otherwise stated in your Lease Agreement.

- No PMI community can hold or accept a post-dated check for after the first (1st) day of the month.
- To make payments after business hours, we have provided a drop box for your convenience at the Management Office.
- All checks/money orders returned by the bank are subject to a "handling fee" of \$100.00 in addition to the late fee schedule (as described in your lease agreement). If one check is returned for insufficient funds (NSF) during a lease term, personal checks will no longer be accepted, and rent must be paid by cashier's check or money order only.
- If your rent is recorded as late, YOU will be sent the required legal notices which will allow a specific amount of time for payment of delinquent rent and all late fees as per your lease agreement. Payment must be made with a cashier's check or money order. All amounts left unpaid by the deadline will be turned over to our attorneys who will start the eviction process. Any legal fees incurred for the process are your responsibility.
- PMI reserves the right to report late rent payments and all rent defaults to any and all major retail Credit Bureaus (TRW, Equifax, and TransUnion) for all residents and their co-signer(s).

COMPLIANCE/LIHTC

Resident agrees and acknowledges that this property is managed in accordance with the requirements of the Fla. Housing Finance Agency and the Low Income Housing Tax Credit Program. Resident agrees to abide by all such requirements including but not limited to providing and certifying; income certifications, employment verifications, recent pay stubs, fully completed rental application, copy of Driver's License and Social Security Cards, and any other documentation as required from time to time. Resident acknowledges that providing the above information, and meeting other eligibility requirements shall be deemed material obligations of your residency. Resident will comply promptly and accurately with all requests for information by the Landlord and that failure to provide accurate information or refusal to comply with a request for information, shall be deemed a violation of a substantial obligation of the Resident and shall be grounds for immediate termination of the Resident's rights of occupancy under the terms of this lease and a violation of paragraph 7.b of this lease. **FAILURE TO COMPLY MAY RESULT IN TERMINATION OF YOUR RIGHT OF OCCUPANCY.**

MAINTENANCE

- Service requests should be made by phone or in writing to the Management Office. Regular maintenance hours are weekdays from 9:00 am to 5:30 pm, Monday through Friday. In case of an emergency, call the Management Office and the after hours answering service will contact the appropriate personnel.
- Any appliance or plumbing fixture used in a negligent manner (i.e. garbage disposal found with aquarium gravel, pennies, bottle tops, etc., commodes plugged up with feminine hygiene products, toys, excessive toilet tissue, etc.) will be repaired at your expense. Charges will be assessed at Management's discretion based on all costs incurred for repairs.
- Dismantling or tampering with any fire protection device in your apartment home or the breezeway of any building will result in formal legal action, and fines will be assessed for the offense. Minimum fines will start at \$350.00. The Total amount due is subject to the charges incurred from the emergency personnel and/or service technicians needed to correct or service the problem.
- Apartment Helpful Hints:
 - **Air conditioner/heater** – You are responsible for the cost of electricity to run your air conditioner. Your HVAC unit has filters that we will be provided free of charge for you to change them. **Bathtub/Shower** – The tub/shower should not be cleaned with abrasive cleaners. Use a sponge or any other such product that is designed to prevent scratches to the surfaces. Please promptly report any damaged tiles, leaks, drips, or over-flows so that repairs can be made to avoid damage to other units.
 - **Bathroom Outlets** – These outlets are ground fault, which means that moisture will trip them. If this happens, remove all water from near or around the outlet and then press the reset button on the outlet.
 - **Circuit Breakers** – Circuit breaker panels are located in each apartment in the kitchen. Each breaker is labeled. In the event of any electrical problem, check to see if a breaker has tripped. To reset, turn switch off, and then on. If the electricity is not restored immediately, or if you notice any sparks, call the Resident Services Office to complete a service request.
 - **Electrical Failure** – If you lose hot water, air conditioning or any other electrical use in any portion of your apartment, please check your circuit breaker box before calling in a service request. The circuit breaker box is in the gray box located on the wall in your kitchen. Each breaker is labeled. Remember that there are reset buttons on bathroom outlets and check them if you lose electricity.
 - **Hot water heater** – Residents should not attempt to make any adjustments to the hot water heater. If you do not have hot water, please check the circuit breaker to make sure it is in the ON position. To reset turn the switch off, and then on. If your hot water heater is leaking, turn the valve (located at the top of the hot water heater) clockwise to the stop position and immediately notify the Resident Services Office to complete a service request.
 - **Light Bulbs and Fixtures** – Our fixtures are designed for sixty-watt (60 watts) bulbs or less; higher wattage may cause the fixtures to melt or burn.
 - **Oven / Range** – When cleaning, use only oven cleaner. Use fan above stove to help vent the area. The ovens are electric. Please refer to owner's Manual for additional instructions.

- > **Refrigerator** – Our refrigerators are frost-free. Simply wipe down the inside with a soft cloth or sponge. Do not use abrasive cleaners, instead, use a little of dishwashing liquid. Please refer to the Owner's Manual for additional instructions.
- > **Sink Connections** – If you notice water leaking, please shut off the valve located under the sink (valves turn from left to right) and contact the Resident Services Office to fill out a service request.
- > **Smoke Detector** – For your safety, your apartment is equipped with a smoke detector that will automatically sound an alarm in case of a fire or smoke.
- > **Temperature Control Unit** – For energy efficiency, keep your windows and doors closed as much as possible when the heater or air conditioner is in use. Also, keeping your blinds closed in the summer against direct sunlight, and open in the winter for warming will assist in efficient use of your unit's HVAC systems.

EMERGENCY MAINTENANCE CONSISTS OF:

- Plumbing leaks that could cause personal or property damage
- Inoperable commode (if the apartment has only one bathroom)
- No electricity (contact electric company first)
- Fire/Smoke alarm emergencies
- Lockouts (see lockout section for charges and more information)
- Any condition that could potentially cause a fire and/or hazardous situation

LOCKOUTS/LOST KEYS

If you find it necessary to have a member of your community's Management/Maintenance team come to unlock your apartment door after posted office hours, you will be charged a fee that will be payable at the time of service. The fee is \$25.00 per lockout. Lockout fees may change without prior written notice to Resident. **ONLY CHECKS OR MONEY ORDERS, MADE PAYABLE TO THE APARTMENT COMMUNITY ARE ACCEPTED FOR PAYMENT OF THIS SERVICE. FOR YOUR PROTECTION ONLY AUTHORIZED RESIDENTS OF THE APARTMENT HOME WILL BE ADMITTED ONCE PROPER IDENTIFICATION HAS BEEN PROVIDED.**

There is a fee for changing your entry lock and a fee for changing your mailbox lock. All applicable fees will be due for payment at the time of lock-change. The cost for additional keys is \$10.00 per key.

Keys will not be issued to minors unless written authorization has been provided to Management. If locked out, minors should come to the Management Office and use a phone and/or wait for a parent guardian.

NOTE: Your driver's license, photo ID or personal belonging is required upon a lockout.

AUTOMOBILES AND PARKING

- All motor vehicles are to be properly aligned in parking spaces. This includes cars, motorcycles, and vans. Parking is on a first come first serve basis. There are no assigned parking spaces.
- Repair or maintenance of motor vehicles on the property is strictly prohibited. This includes oil changing, which is not allowed due to laws regarding proper disposal of used oil.
- A minimum charge of \$50.00 will be charged to resident for any and all damage to asphalt and parking areas caused by Resident (i.e. oil, gas, battery acid and antifreeze, etc.)
- Parking on grass, curb areas, fire lanes, designated physically challenged parking spaces, or other restricted areas are not permitted.
- Permission to park in physically challenged parking spaces requires the same proper identification sticker as city, county, and/or state laws required. Vehicles parked in these areas without proper identification are subject to fines as imposed by local law enforcement.
- Management assumes no responsibility for possible damage to vehicle due to weather, natural disasters, access gates, lawn maintenance, irrigation systems, city water, theft or vandalism.
- Inoperable and/or abandoned vehicles will be towed. This includes vehicles without tags, expired tags, flat tires, and all other vehicles deemed inoperable including, but not limited to, vehicles which have not moved within a reasonable period of time (not to exceed 48 hours).
- All automobiles must be parked front end first. (No backing in to parking spaces.)

IF THE ABOVE POLICIES ARE NOT ADHERED TO, VIOLATORS' VEHICLES WILL BE TAGGED AND/OR TOWED AWAY (IN ACCORDANCE WITH STATE AND LOCAL LAWS) AT OWNER'S EXPENSE.

RESTRICTED VEHICLES

Recreation Vehicles Boats and/or Boat Trailers Campers, Commercial Vehicles are prohibited (semi trucks, cabs, buses, etc.), Moving vehicles (trucks, trailers).

PEST CONTROL

Apartments are serviced on a regular basis. (See your monthly community newsletter for designated service times). If you have a specific problem with pests, notify the Management Office and the Pest Control Contractor will service your apartment on their next scheduled visit, focusing on areas of concern. We ask that you assist in pest control by maintaining a high standard of good housekeeping. Keep food covered and put away. Keep kitchen and bathrooms clean. We reserve the right to terminate your right of occupancy if your apartment is found to be in an unsanitary condition.

In addition, your full cooperation is required for any special service requests from our Pest Control Contractors. If a persistent pest problem occurs, Management will conduct a complete inspection of all apartments in your building to ensure good housekeeping. **EXHIBIT** notice will be provided if

a "special clean-out" needs to be scheduled by the Pest Control Contractor to aid in the elimination of the problem. This notice will provide necessary steps to be taken to prepare your home for this special service.

ACCESS TO YOUR APARTMENT FOR PEST CONTROL SERVICES MAY NOT BE REFUSED WITHOUT MANAGER'S WRITTEN APPROVAL!

TRASH/LITTERING

We pride ourselves on the attractive appearance of our neighborhood if we find that you have improperly disposed of trash/garbage anywhere in the community or by the trash chute area are subject to a "fine".

THIS INCLUDES TRASH LEFT OUTSIDE OF YOUR FRONT DOOR. Upon the first violation you will receive a written notice, upon the 2nd violation you will incur a fine of \$25.00 with the following month's rent. We reserve the right to terminate your right of occupancy if trash/littering offenses occur repeatedly.

"GOOD NEIGHBOR" POLICY

We want everyone who lives in our Community to enjoy a carefree lifestyle. If you observe or suspect unusual activity on the grounds, please report it to the Police first and then to your Community Manager.

IN ATTEMPT TO PRESERVE YOUR PRIVACY, WE DO NOT PERMIT SOLICITATIONS OF ANY KIND IN THE COMMUNITY.

COMMON AREAS

The Clubhouse, playground, volleyball court, and all other amenities are for exclusive use by community residents and your authorized guest. In order to protect the community, Management reserves the right to refuse the use of these facilities. Please respect the policies/hours posted where applicable.

Any alterations of entranceways and/or building structures and their fixtures are strictly prohibited. You will be charged the cost of any repairs necessary to return altered structures to the original state. This includes, but is not limited to, dome covers, damaged or removed light bulbs at your outside foyer entrance, etc.

LOITERING

We would like for all of our residents to live in a quiet and peaceful community. Therefore, we cannot allow residents to congregate on steps, hallways, lobby or anywhere else on the community grounds at any time. Please entertain your guests inside your apartment home only.

PET POLICY

This community does allow one pet weighing up to 25 lbs. (maximum). Prior to you having a pet, please contact the Management office to complete a Pet Addendum. A monthly charge and/or security deposit may apply once the Pet Addendum is completed. **(Please refer to Pet Addendum**

for Rules & Regulations) If an unauthorized pet is found living in your apartment or anywhere in our community (even temporarily), your entire security deposit is immediately forfeited and, at the option of Management your lease may be terminated.

Do not feed stray animals. If there is a stray animal hanging around your apartment, contact the Humane Society and/or the Management Office.

CHANGING PICTURES AND OTHER ALTERATIONS

- Only small finishing nails should be used for hanging items on the wall.
- Large nails, screws, and/or hooks should not be used on doors or walls.
- Mirrors, corkboards, paneling, shelving, etc. are not allowed on any walls, ceilings, doors, etc., without prior written approval by Management. **YOU WILL BE FINANCIALLY RESPONSIBLE FOR RETURNING WALLS TO THEIR ORIGINAL CONDITION.**
- Only shelf and drawer liner paper, which may be removed without causing damage or leaving residues, should be used.
- Management must approve painting. **YOU WILL BE FINANCIALLY RESPONSIBLE FOR RETURNING WALLS TO THEIR ORIGINAL CONDITION.**
- Tub decals should not be used.
- Signs, window tinting, tin foil on windows, screen doors, etc., or any other material that changed the character of the property are not permitted.
- Blankets, sheets and/or colored blinds are not to be hung in place of drapes/blinds.
- Locks are not to be added, changed or altered. **YOU WILL BE BILLED FOR ANY RE-KEYING EXPENSES AND/OR DAMAGES TO DOOR.** You may purchase chain and slide locks, which may be installed by the maintenance staff. In accordance with Local, State and/or Federal laws, chain and/or slide locks may not be installed more than 48 inches from the bottom of the door.
- In accordance with local, state and federal laws, if you install a burglar alarm, you must provide the Management Office with the code prior to installation. Management accepts no responsibility for any fines/charges incurred by accidental alarm activation.
- Alterations or additions to telephone jacks, electrical, plumbing, and/or heating fixtures are not permitted for health and safety reasons.

- Clothing, curtains, rugs, mops and/or other articles may not be placed outside on the windowsills, walkways, stairways or hung on the windows.
- No items are permitted in front door of the apartment or in the hallway.
- Tampering with locked devices or secured devices, such as washer & dryer connections or cable television plugs, is strictly prohibited. Failure to comply may result in termination of your right of occupancy.
- Bicycles must be kept inside the apartment.
- Storage must be inside apartment home.

FOR YOUR INFORMATION

The Management prints a newsletter to keep you informed of any social and/or special events, pest control and preventive maintenance that will be occurring throughout the month. Your comments and contributions are welcomed and appreciated.

DUE TO LEGAL LIMITATIONS, IT IS NOT POSSIBLE FOR THE APARTMENT COMMUNITY TO INSURE YOUR AUTOMOBILE OR PERSONAL PROPERTY. IT IS NECESSARY THAT YOU OBTAIN AN APARTMENT RENTERS INSURANCE POLICY FROM YOUR INSURANCE AGENT TO COVER ANY POSSIBLE LOSS TO YOUR PERSONAL PROPERTY.

Employees are prohibited from receiving packages for anyone.

As restricted by the fire codes no items are to be placed in hallway by front doors, on Community grounds or hot water heater closets. Water usage is monitored and may not be wasted. Please inform the Manager immediately of any leaks or water-related problems.

Gas, propane or charcoal grills, smokers, and /or hibachis are not permitted anywhere on property, this includes inside apartments.

MOVE-OUT PROCEDURES

While we would hate to lose you as a resident, we realize that this is sometimes unavoidable. If you move:

- **YOU MUST GIVE US A THIRTY-DAY WRITTEN NOTICE AND ONLY ON THE FIRST DAY OF THE MONTH. VERBAL NOTICES ARE NOT ACCEPTED!** Forms may be obtained from the Community Manager. Additional restrictions may apply to notices received after your lease expiration date.
- If your lease agreement is terminated prior to its expiration, you are required to give a thirty (30) day written notice to vacate. Such notice will be effective thirty (30) days from the date it is given which shall be the 1st day of a calendar month. The notice must be accompanied by payment of cancellation fee equal to one month's rent plus payment of the rent due for the last month. Resident will pay \$200 redecorating fee. Such payment will release resident only from any further rental obligations beyond the date the cancellation is effective, however, resident further agrees that resident's security deposit previously deposited with landlord shall be retained by Landlord's statutory requirement to impose a claim upon same. Leave the premises in a clean and sanitary condition, normal wear and tear accepted and turn in all keys to landlord on or before resident's termination date.
- PMI Management reserves the right to report ALL monies owed to any and all major Credit Bureaus (TWR, Equifax, and TransUnion) for all residents and their co-signer(s).
- All apartment and mail keys, pool passes, parking stickers, and gate access cards must be returned on the day you move out or applicable charges will be assessed (as per the current Cleaning/Damage Charges & Service Fees). A fee for changed locks will be charged if all keys are not returned. A fee will be charged for unreturned mailbox keys. A fee will be charged for each unreturned pool pass and/or parking sticker. A fee will be charged for each unreturned gate access card.
- A forwarding address must be left with the Management Office at the time you turn in your thirty (30) day notice to vacate. If you do not have the address at the time of giving notice, please be sure to leave it with the Management Office before you move. This will ensure proper return of any deposit and/or correspondence. **P.O. BOXES WILL NOT BE ACCEPTED AS A FORWARDING ADDRESS.**
- Your apartment is to be returned by you in the original condition in which it was received by you. This includes, but is not limited to, the stove, refrigerator/freezer, floors, tubs, shower walls, toilets and windows. A detailed list is available at the Management Office.
- Your move-out inspection may be scheduled one-day prior to your move-out. This inspection may only be made after all items are removed from the apartment, the apartment has been returned to the original condition as stated on your Move-in inventory form, and you are prepared to return all keys to Management. You will be charged for any damaged and/or missing items that occurred while you had legal possession. Any damages beyond normal wear and tear will be charged against your security deposit providing your lease agreement was fulfilled. If the charges exceed the amount of security deposit paid, you will then have a balance due and will need to immediately settle this account to avoid derogatory reporting on your credit record.
- For your protection, when we perform the move-out inspection, we refer to the Move-in inspection form completed and signed by you at time of move-in.
- Your security deposit and/or our notice to impose a claim against your security deposit will be mailed to in accordance with Federal, State and Local Laws.

RESIDENT SERVICES

- Many special services are available at your Management Office. These services are not free and include, but are not limited to, local faxes, copy machine, notary services, etc. Please contact your Management Office for full list of services that can be provided. Certain other services such as postage, long distance faxing, etc., may also be available for a nominal charge.

- You may obtain a current schedule of all Cleaning/Damage Charges & Service Fees (i.e. lockouts, lock changes, gate access cards or codes, parking/pool passes, trash fines, etc.) for your Community from your Management Office.

FITNESS CENTER RULES

Only authorized persons may use the fitness center equipment

Authorized persons are those who have signed a waiver, are over 18 years of age, have consulted with a physician and do not have any medical conditions that limit their ability to exercise or use the equipment.

Fitness center hours: 5:00am – 11:00pm

- No one wet is allowed inside the gym.
- No one under the age of 18 is allowed.
- Before entering the gym, residents must check in at the leasing office.
- Food, drinks, and alcoholic beverages are not allowed in the gym.
- You must bring your own towel and wipe down the machines after use.
- A maximum of six (6) people are allowed at one time.
- Maximum time allotted for gym use is one hour.
- The use of the gym is for residents only.
- A picture id is required to use the fitness center.
- Proper attire, such as sneakers and fitness clothes are required to be admitted into the gym.

COMPUTER ROOM RULES

Computer room hours: 9:00am – 8:00pm

- No one wet from pool area allowed.
- You must check in prior to entering the computer room.
- Food and drinks are not allowed.
- No one under the age of twelve (12) allowed unless they are accompanied by an adult.
- A maximum of two (2) people are allowed at one time.
- Maximum time allowed for computer use is one (1) hour.
- The use of the computer room is for residents only.
- A picture id is required to use the computer room.

RE-GLAZED TUBS & SINKS GUIDELINES

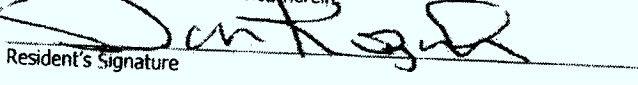
- Do not use any cleaners such as Comet® on the tub and / or sink. They will scratch the tub and/ or sink finish.
- We suggest that you use Scrubbing Bubbles® or Soft Scrub® with bleach for the tub and /or sink.
- Do not use S.O.S® pads or hard bristle brushed to scrub the tub and / or sink.

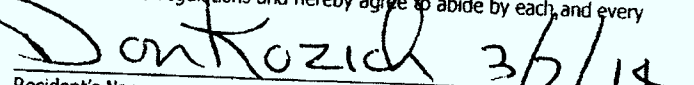
You will from time to time receive questionnaires giving you the opportunity to rate your Management Office and Maintenance. We encourage you to fill these self-addressed/stamped cards out and drop them in the mail, as they will enable us to make your apartment home and surroundings the best it can possibly be.

We are happy to have you as a resident and hope you will enjoy your new home. If you have any questions concerning our policies and procedures, please ask your Management Team.

Remember, these policies are a part of your Lease Agreement and are subject to change with written notice to all residents. **WELCOME HOME!** Thank you!

THESE ADDENDUMS, GUIDELINES, RULES AND REGULATIONS ARE HEREBY MADE A PART OF THE LEASE AGREEMENT. I/We hereby acknowledge that I/We have read the foregoing lease agreement, addendums, guidelines, rules and regulations and hereby agree to abide by each and every policy and procedure contained herein.


Resident's Signature

 3/6/14
Resident's Name Date

Resident's Signature

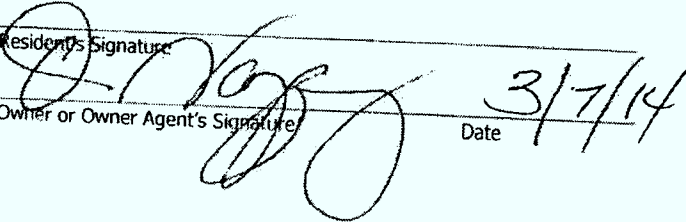
Resident's Name Date

Resident's Signature

Resident's Name Date

Resident's Signature

Resident's Name Date

 3/7/14
Owner or Owner Agent's Signature Date

619 No. Andrews Avenue, #418
Fort Lauderdale, FL 33311
8/8/14

Miss Ann Deibert, Registered Agent
Broward Workforce Communities, Inc.;
General Partner of Reliance-Progresso Associates, LTD;
4780 North State Road 7
Lauderdale Lakes, FL 33319

RE: PUBLIC RECORDS REQUEST
Progresso Point Apartments

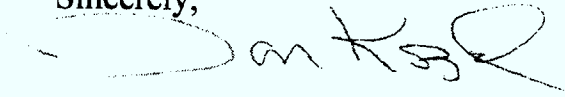
Dear Miss Deibert,

Pursuant to Florida Public Records law and the Federal Freedom of Information Act, I request copies of the following:

1. All documents relating to the contract(s) with Professional Management, Inc. relating to Progresso Point apartments.
2. All documents relating to the upcoming August 19, 2014 state housing inspection (see attached).
3. All documents identifying the agency(ies) and department(s) conducting the state housing inspection noted in 2. above, including the name of the head of the agency(ies) and department(s) and the persons' phone number, email address and mailing address.
4. All documents identifying the person(s) conducting the state housing inspection noted in 2. above including their name(s), phone number(s), email address(es) and mailing address(es).
5. All documents relating to the enumerated inspection list noted in 2. above (and attached), i.e., Accessibility to all rooms, ... Inoperable garbage disposal, which list is not all inclusive.
6. All documents identifying the source of the enumerated inspection list noted in 2. above (and attached), i.e., Accessibility to all rooms, ... Inoperable garbage disposal, which list is not all inclusive.
7. All documents relating to the requirements of the Florida Housing Finance Agency for the management of Progresso Point.
8. All documents relating to the requirements of the Low Income Housing Tax Credit Program for the management of Progresso Point.
9. All documents relating to all agency(ies) or program(s) requirements for the management of Progresso Point.

I appreciate your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Kozich". The signature is written in a cursive style with a large, sweeping initial "D".

Don Kozich



9095 Southwest 87th Avenue · Suite 777 · Miami, FL 33176 • Phone (305) 270-0870 · Fax (305) 279-5703

MEMORANDUM

TO: All Residents at Progresso Point
FROM: Management
DATE: July 31st, 2014
RE: Unit Inspections

Beginning on August 6th, 2014 management will be inspecting all apartments to ensure everything is in order for an upcoming state housing inspection that will be conducted on August 19, 2014. Please make sure that management has access to your apartment home during this time.

During their visit, random units will be selected and inspection of the units will include but not be limited to the list below:

*Accessibility to all rooms
Broken/loose toilet & toilet seats
Broken/missing smoke detectors
Broken windows/missing window screens
Broken/unplugged bathroom exhaust fan
Broken/exposed light fixtures
Water heater closet used as storage
Broken refrigerator gaskets (door seals)*

*Broken vanity mirror(s)
Mildew or the appearance thereof
Missing water stopper(s)
Broken/missing window coverings (blinds)
Damaged carpet
Excess storage in living areas
Inoperable stove elements (inc. oven)
Leaking faucets (including in bathroom)*

*Unauthorized occupants
Broken/missing towel bars
Blocked windows and doors
Broken/missing electrical & cable box covers
Burned countertop
Inoperable stove exhaust fan (hood) & light
Unsanitary living conditions
Inoperable garbage disposal*

In an effort to prepare for this inspection, please correct any issues with any of the above items and report all others to the management office. If management/maintenance finds any items that need to be repaired, we will need to re-enter the apartment on August 16th, 2014 to complete them.

Thank you in advance for your cooperation in this matter and if you have any questions or require further information, please do not hesitate to contact the management office at (954) 463-9110.

EXHIBIT C
3 OF 8



9095 Southwest 87th Avenue · Suite 777 · Miami, FL 33176 · Phone (305) 270-0870 · Fax (305) 279-5703

NOTICE

TO: All Residents at Progresso Point
FROM: Management
DATE: August 8, 2014
RE: Hallway A/C

Management would like to inform all residents that due to an unforeseen technical issue with the 2nd compressor for the rooftop A/C, the hallway A/C **must** be shut off until the required part is received and the repairs have been completed. The estimated time for these repairs to be completed will be **one week.**

Thank you in advance for your attention to this matter and we apologize for any inconvenience this might cause.

If you have any questions or require further information, please do not hesitate to contact the management office at (954) 463-9110.

EXHIBIT

4 OF 9

619 No. Andrews Avenue, #418
Fort Lauderdale, FL 33311
8/15/14

Miss Ann Deibert, CEO,
Broward County Housing Authority; AND
Registered Agent, Broward Workforce Communities, Inc.;
General Partner of Reliance-Progresso Associates, LTD;
4780 North State Road 7
Lauderdale Lakes, FL 33319

RE: SUPPLEMENTAL RECORDS REQUEST
Progresso Point Apartments

Dear Miss Deibert,

This is a Supplement to my August 8, 2014 Records Request. Please change the addressee(s) of my August 8, 2014 request to that noted above.

Pursuant to Florida Public Records law (FPRL) and the Federal Freedom of Information Act (FOIA), I request copies of the following:

10. All documents relating to the upcoming August 21, 2014 housing inspection (see attachment B).
11. All documents identifying the agency(ies) and department(s) conducting the housing inspection noted in 10. above, including the name of the head of the agency(ies) and department(s) and the persons' phone number(s), email address(es) and mailing address(es).
12. All documents identifying the person(s) conducting the housing inspection noted in 10. above including their name(s), phone number(s), email address(es) and mailing address(es).
13. All documents which identify which documents relating to tenants at Progresso Point are subject to FPRL and FOIA.
14. All documents which identify which documents relating to tenants at Progresso Point are not subject to FPRL and FOIA.
15. All documents relating to a roster or similar compilation listing the name of each tenant and their apartment number residing at Progresso Point.
16. All documents relating to demographic, financial and personal requirements, criteria, status, and guidelines, including whether a veteran or student, for persons looking to reside or submitting an application to reside at Progresso Point.

17. All documents relating to the demographic, financial and personal status and make-up, including whether a veteran or student, of the tenants at Progresso Point.

18. All documents relating to the requirements, criteria and guidelines of the Florida Housing Finance Agency for Progresso Point and tenants of Progresso Point.

19. All documents relating to the requirements, criteria and guidelines of the Low Income Housing Tax Credit Program for Progresso Point and tenants of Progresso Point.

20. All documents relating to a tenants association at Progresso Point including but not limited to laws, rules and regulations permitting a tenants association; laws, rules and regulations for the formation of a tenants association; laws, rules and regulations prohibiting a tenants association; laws, rules and regulations governing the operation of a tenants association; laws, rules and regulations governing a tenants association; availability and source of financial assistance with forming and operating a tenants association; availability and source(s) of legal assistance with forming and operating a tenants association, etc.

21. All documents relating to the name of all tenant association(s) including the contact name(s), email address(es), phone number(s) and mailing address of all persons who are an officer, director or registered agent of any tenant association of all building(s) for which the Broward County Housing Authority (BCHA), or one of its affiliates or subsidiaries, has provided or issued a voucher or subsidized housing. Please include the name of each building, its address and the name, phone number, email address and mailing address of the property manager of each building.

22. All documents relating to the name of all tenant association(s) including the contact name(s), email address(es), phone number(s) and mailing address of all persons who are an officer, director or registered agent of any tenant association of any building in which Broward Workforce Communities, Inc., or one of its affiliates or subsidiaries, has any ownership or financial interest. Please include the name of each building, its address and the name, phone number, email address and mailing address of the property manager of each building.

23. All documents identifying the email addresses of each member of the Board of Commissioners of the BCHA.

24. All documents relating to my entire file(s) including that maintained by BCHA; Broward Workforce Communities, Inc.; Reliance-Progresso Associates, LTD; Professional Management, Inc.; and Progresso Point.

25. Since the date that Professional Management, Inc. took over management of Progresso Point, all documents relating to credit check and processing charges and fees at Progresso Point.

26. Since the date that Professional Management, Inc. took over management of Progresso Point, all documents relating to waiver or reduction, or both, of credit check and processing charges and fees at Progresso Point.

27. Since the date that Professional Management, Inc. took over management of Progresso Point, all documents relating to the number of tenants at Progresso Point who were not charged or did not pay \$85 for credit check and processing charges or fees and the reason that Professional Management, Inc. or Progresso Point, or both, did not charge or did not require payment of the \$85 for credit check and processing charges or fees.

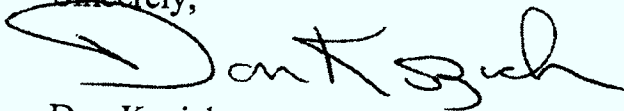
28. Since the date that Professional Management, Inc. took over management of Progresso Point, all documents relating to the number of tenants and applicants at Progresso Point who were refunded in whole or in part any credit check and processing charges or fees, and including the amount of each refund, and the reason that Professional Management, Inc. or Progresso Point, or both, made any refund.

29. All documents relating to the date(s) since May 31, 2014 that the air-conditioning system went out or failed in any of the hallways of Progresso Point and the date(s) since May 31, 2014 that an air-conditioning repair company(ies) or person(s) was contacted to investigate or make any repairs to the air-conditioning system for any of the hallways at Progresso Point. See attachment C.

30. All documents relating to a tabulation or summary of the results of the Resident Survey taken at Progresso Point in August 2014 and to include the name of the tenant and apartment number who won the \$\$\$ gift card raffle and the amount of the \$\$\$ gift card.

I appreciate your prompt attention to this matter.

Sincerely,



Don Kozich

EXHIBIT
7 of 8



9095 Southwest 87th Avenue · Suite 777 · Miami, FL 33176 • Phone (305) 270-0870 · Fax (305) 279-5703

MEMORANDUM

TO: All Residents at Progresso Point
FROM: Management
DATE: August 12, 2014
RE: Property Inspection

Previously, a notification was posted to all residents regarding an upcoming state housing inspection. Please note that the notice was posted in error. There will be an inspection conducted of the property, but it is not a state housing inspection.

The property inspection will be conducted on **Thursday, August 21, 2014,** between the hours of **9:00AM to 6:00PM.**

We apologize for any inconvenience we may have caused and we thank you in advance for your cooperation.

If you have any questions or require further information, please do not hesitate to contact the management office at (954) 463-9110.

EXHIBIT C
 8 OF 8

131

619 No. Andrews Avenue, #418
Fort Lauderdale, FL 33311
9/29/14

Miss Ann Deibert, CEO
Broward County Housing Authority (BCHA) ; AND
Registered Agent, Broward Workforce Communities, Inc. (BWC);
General Partner of Reliance-Progresso Associates, Ltd, (RPA);
4780 North State Road 7
Lauderdale Lakes, FL 33319

RE: CORRECTED SECOND AND THIRD SUPPLEMENTAL RECORDS
REQUEST
Progresso Point Apartments (PP)

Dear Miss Deibert,

This is my CORRECTED Second and Third Supplement Public Records Request To my August 8, 2014 Records Request, and August 15, 2014 Supplemental Records Request. Please change the addressee(s) of my August 8, 2014 request to that noted above.

Pursuant to Florida Public Records law (FPRL) and the Federal Freedom of Information Act (FOIA), I request copies of the following:

31. All documents relating to the employment of Miss Olga Vazquez with Professional Management, Inc. (PMI) at PP.

32. All documents relating to any remuneration or compensation, or both, paid to or received by Miss Olga Vazquez including but not limited to salary(ies), bonus(es), commission(s), wage(s), hourly wage(s), fee(s), finder's fee(s), transaction fee(s), overtime, hours, etc.

33. All documents identifying any assistant(s) to Miss Luisa Marrero of PMI including each person's name, entity, employment position and job description, mailing address, email address and phone number.

34. All documents relating to any report(s), investigation(s), observation(s), opinion(s), or inspection(s), or all, of Apartment 408 at PP including identifying each person(s) who prepared each report(s), investigation(s), observation(s), opinion(s) or inspection(s), or all, by name, entity, employment position and job description, mailing address, email address and phone number.

35. All documents relating to entry or access into Apartment 408 including but not limited to identifying each person(s) who made each entry by name, entity, employment position and job description, mailing address, email address and phone number; the date and time each entry was made; the reason(s) each entry was made, etc.

36. All documents relating to any photographs taken of the interior of Apartment 408 at PP including but not limited to identifying each person(s) who took each photograph by name, entity, employment position and job description, mailing address, email address and phone number; the date and time each photograph was taken; the reason(s) each photograph was taken; identifying each person by name, entity, employment position and job description, mailing address, email address and phone number who was present at the date and time each photograph was taken, and identifying each person or entity to whom each photograph was sent by name, entity, employment position and job description, mailing address, email address and phone number.

37. All documents relating to the employment of Miss Luisa Marrero with Professional Management, Inc. (PMI).

38. All documents relating to any remuneration or compensation, or both, paid to or received by Miss Luisa Marrero including but not limited to salary(ies), bonus(es), commission(s), wage(s), hourly wage(s), fee(s), finder's fee(s), transaction fee(s), overtime, hours, etc.

39. All documents relating to and identifying the specific duties and responsibilities of Miss Luisa Marrero of PMI including but not limited to her business card, her email address, her office address, her phone number, newsletter(s), etc.

40. All documents relating to the employment of Mr. Hector Gomez with Professional Management, Inc. (PMI).

41. All documents relating to any remuneration or compensation, or both, paid to or received by Mr. Hector Gomez including but not limited to salary(ies), bonus(es), commission(s), wage(s), hourly wage(s), fee(s), finder's fee(s), transaction fee(s), overtime, hours, etc.

42. All documents relating to and identifying the specific duties and responsibilities of Mr. Hector Gomez of PMI including but not limited to his business card, his email address, his office address, his phone number, newsletter(s), etc.

43. All documents relating to any prior or current mortgage on PP being a HUD-insured mortgage.

44. All documents relating to the employment of Miss Cristina Coronel with Professional Management, Inc. (PMI).

45. All documents relating to any remuneration or compensation, or both, paid to or received by Miss Cristina Coronel including but not limited to salary(ies), bonus(es), commission(s), wage(s), hourly wage(s), fee(s), finder's fee(s), transaction fee(s), overtime, hours, etc.

46. All documents relating to and identifying the specific duties and responsibilities of Miss Cristina Coronel of PMI including but not limited to her business card, her email address, her office address, her phone number, newsletter(s), etc.

47. All documents relating to and identifying the specific duties and responsibilities of Syrie Ortiz of PMI including but not limited to business card, email address, office address, phone number, newsletter(s), etc.

48. All documents relating to complaints of excessive water or sewer, or both, bills or usage by tenants at PP and to include the repair or replacement of any water meters or electronic sending units, or both.

49. All documents including emails and attachments to and from NWP Services Corporation relating to Account NO. 886034702-001 and Kozich's complaints of excessive water and sewer bills and usage, and to include the repair or replacement of Kozich's water meter or electronic sending unit, or both.

50. All documents relating to the breakdown or being turned-off of the air-conditioning system in the hallways of floors 2 through 8 at PP including but not limited to dates, service contracts, invoices, repair contracts, temperature readings in the hallways, violations, code violations, inspection reports, inspection violations, ordinance violations, etc. , since April 1, 2014.

51. All documents relating to all air-conditioning contractor(s), contracts, invoice(s), and the brand(s), make(s), model(s), description(s) and serial number(s) of the air-conditioning unit(s) for the hallways of floors 2 through 8 at PP, and

identifying the part brand(s), part model(s), part(s) description(s), part(s) number(s), part(s) serial number(s) and part(s) cost of the parts that were repaired or replaced, or that were in need of repair or replacement, or both, since April 1, 2014.

52. All documents relating to electric bills and usage for air-conditioning the hallways of floors 2 through 8 at PP since January 1, 2012, or relating to electric bills and usage for PP's electric house meter(s) since January 1, 2012, or both.

53. All documents relating to any apartment at PP having increased electric usage or bill(s), or both.

54. All documents relating to gaining entry or access to Kozich's apartment #408 at PP including but not limited to dates, orders, reason, result, notes, emergency, etc.

55. All documents relating to service, maintenance and repairs of apartment #408 at PP including but not limited to dates, orders, reason, result, notes, emergency, etc.

56. All documents relating to scheduled service, maintenance and repairs at PP and to include all apartments at PP including but not limited to dates, orders, reason, result, notes, etc. This request relates solely to ongoing and scheduled service, maintenance and repairs such as changing a/c filters, changing water filters, cleaning of lobby, cleaning of elevators, pool service, etc. This request does not relate to unforeseen or emergency service, maintenance or repairs.

57. All documents relating to the percentage of apartment space or by number of apartments at PP which is leased to low-income tenants.

58. All documents relating to the percentage of apartment space or by number of apartments at PP which is not leased to low-income tenants.

59. All documents relating to any financial statement(s) and record(s) for PMI, PP or RPA, or all.

60. All documents relating to any schedule(s) for any meetings in 2014 to discuss issues relating to PMI, PP or RPA, or all.

61. All documents relating to minutes of any meetings relating to PMI, PP or RPA, or all.

62. All documents relating to agenda(s) of any meetings relating to PMI, PP or RPA, or all.

63. All documents relating to rules, regulations, policies and procedures for getting an issue or item placed on any meeting or agenda, or both, relating to PMI, PP or RPA, or all.

64. All documents relating to identifying any and all officer(s), member(s), panel(s), board(s), or committee(ies) that has oversight over or is involved with PP or RPA, or both, including the name(s), employment position(s) and job description(s), mailing address(es), email address(es), and phone number(s) of each person(s) comprising an officer, member, panel, board, or committee that has any oversight of or is involved , or both, with PP or RPA, or both.

65. All documents relating to and identifying the person(s) with HUD having the most knowledge of RPA or PP, or both, including each person's name, entity, employment position and job description, mailing address, email address and phone number.

66. All documents relating to and identifying the person(s) with HUD/VA VASH having the most knowledge of RPA or PP, or both, including each person's name, entity, employment position and job description, mailing address, email address and phone number.

67. All documents relating to and identifying the person(s) with HUD Housing Choice Voucher Program having the most knowledge of RPA or PP, or both, including each person's name, entity, employment position and job description, mailing address, email address and phone number.

68. All documents relating to and identifying the person(s) at the Florida Housing Finance Corporation having the most knowledge of RPA or PP, or both, including each person's name, entity, employment position and job description, mailing address, email address and phone number.

69. All documents relating to the requirements of the Florida Housing Finance Corporation as it relates to PP or RPA, or both.

70. All documents relating to and identifying the person(s) at the Housing Finance Authority of Broward County having the most knowledge of RPA or PP, or both, including each person's name, entity, employment position and job description, mailing address, email address and phone number.

71. All documents relating to the requirements of the Housing Finance Authority of Broward County as it relates to PP or RPA, or both.

72. All documents relating to and identifying the person(s) at the NEF Assignment Corporation having the most knowledge of RPA or PP, or both, including each person's name, entity, employment position and job description, mailing address, email address and phone number.

73. All documents relating to the requirements of the NEF Assignment Corporation as it relates to PP.

74. All documents relating to and identifying the person(s) at the National Equity Fund located in Chicago, Illinois having the most knowledge of RPA or PP, or both, including each person's name, entity, employment position and job description, mailing address, email address and phone number.

75. All documents relating to the requirements of the National Equity Fund located in Chicago, Illinois as it relates to PP.

76. All documents relating to the Extended Low Income Housing Agreement as it relates to RPA or PP, or both.

77. All documents relating to the requirements of the Low Income Housing Tax Credit Program as it relates to RPA or PP, or both.

I appreciate your prompt attention to this matter.

Sincerely,



Don Kozich

Broward Workforce Communities, Inc.

4780 North State Road 7, Lauderdale Lakes, FL 33319 Phone: (954) 739-1114 ■ Fax: (954) 535-0407 ■ TRS/Florida Relay Service 711

October 17, 2014

Sent Via Regular and Certified Mail

Mr. Don Kozich
619 N. Andrews Ave. #418
Fort Lauderdale, FL 33311

Re: Public Records Request Dated August 8, 2014, Supplemental Records Request Dated August 15, 2014 and Corrected Second and Third Supplemental Records Request Dated September 29, 2014 re: Progresso Point Apartments

Dear Mr. Kozich:

Please be advised that Broward Workforce Communities, Inc. has compiled the records in its possession that are responsive to your public records request dated August 8, 2014 and the supplemental records request dated August 15, 2014. The records are available for your review and inspection at Broward Workforce Communities' Office located at 4780 North State Road 7, Lauderdale Lakes, FL 33319. Please contact me to coordinate a date and time to review the records.

As a follow up to my correspondence dated September 30, 2014, Broward Workforce Communities has reviewed your corrected second and third supplemental records request dated September 29, 2014, and come up with a cost estimate. The estimated cost to compile the documents you requested, and produce the documents for inspection and copying is as follows:

PMI - 30.75 hrs. @ \$17.92 an hour	\$551.00
BCHA/BWC 17.50 hrs. @ 20.00 an hour	\$350.00
Total	\$901.00

Due to the voluminous nature of your request, Broward Workforce Communities requires a 15% deposit prior to commencing work to produce the requested records. Please advise at your earliest convenience as to how you would like to proceed. If you would like Broward Workforce Communities, Inc. to begin to compile and redact the requested records, please remit payment in the amount of \$135.00 in the form of a cashier's check or money order, payable to Broward Workforce Communities, Inc. Upon receipt, we will begin to fulfill your request.

Should you have any questions, please contact me.

Sincerely,



Beth Kinney
Deputy Assistant Secretary

EXHIBIT E
1 OF 2

Directors:

Mercedes J. Núñez, President ■ Jennifer Nicole, Secretary ■ Rico Petrocelli, Treasurer ■ Michael Long ■ Mark O'Loughlin

Beth Kinney
Broward Workforce Communities, Inc.
4780 North State Road 7
Lauderdale Lakes, FL 33319

Handwritten signature
Mr. Don Kozich
619 N. Andrews Ave. #418
Fort Lauderdale, FL 33311

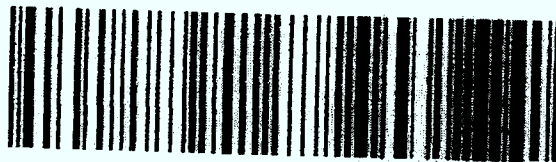
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CERTIFIED MAIL

EXHIBIT 2 OF 2

619 No. Andrews Avenue, #418
Fort Lauderdale, FL 33311
10/22/14

Miss Beth Kinsey, Deputy Assistant Secretary
to Miss Ann Deibert, CEO of Broward County Housing Authority (BCHA); AND
Registered Agent, Broward Workforce Communities, Inc. (BWC);
General Partner of Reliance-Progresso Associates, Ltd, (RPA);
4780 North State Road 7
Lauderdale Lakes, FL 33319

RE: PUBLIC RECORDS REQUESTS: 8/8/14, 8/15/14 and 9/9/14
Progresso Point Apartments (PP)

Dear Miss Kinsey,

I am responding to your October 17, 2014 letter which I just received today via email.

As you requested, please find enclosed my \$135 MO payable to BWC as a deposit for BCHA and BWC producing the records I requested.

As I previously stated, at this time please do not copy any documents. I first want to review the documents and then determine which documents are to be copied.

While your estimated cost appears to be extremely high, we can finalize the total hours and costs when completed. But I object to reimbursing or paying PMI for any of its time or costs, and request that you provide me with the authority for reimbursing or paying PMI.

Also you state, "compile and redact the requested records". By "redact" I presume you mean black out that which you do not wish to disclose. However and other than redacting social security numbers, I find no authority for the wholesale redacting of public records. With the exception of social security numbers, please provide me with the authority for redacting public records, and indicate exactly what documents or portions of any documents you are going to redact.

Please advise me when the documents are ready for my review.

I appreciate your prompt attention to this matter.

Sincerely,


Don Kozich

USPS TRACKING 9402109699937981054065



**GOREN CHEROF
DOODY & EZROL PA**
ATTORNEYS AT LAW

David N. Tolces
dtoices@cityatty.com

Board Certified in City,
County and Local
Government Law

November 5, 2014

Mr. Don Kozich
619 N. Andrews Ave., #418
Fort Lauderdale, FL 33311

RE: Broward County Housing Authority ("BCHA") and Broward Workforce
Communities, Inc. ("BWC") / Response to Public Records Requests

Dear Mr. Kozich:

Our firm serves as general counsel to both the BCHA and BWC, and I am in receipt of your e-mail dated October 30, 2014 at 5:13 p.m., and your November 1, 2014 correspondence in which you seek certain records from the BCHA. On behalf of the BCHA, this letter shall serve as an acknowledgement of the two new public records requests.

With respect to the second and third supplemental public records requests dated September 29, 2014, the BCHA anticipates having the records available for your review, subject to payment for the cost to produce no earlier than November 18, 2014, but no later than November 25, 2014. My office will contact you to advise you of the specific date and time that you will be allowed to review the documents and the cost to produce, which include staff costs once I am advised that the records are available.

In light of the work being done by BCHA staff in response to your pending second and third supplemental public records requests, the BCHA staff assumes that you would like BCHA staff to first complete the production of the documents that are responsive to your second and third public records requests dated September 29, 2014. Therefore, BCHA staff will finalize the production of the records responsive to your second and third public records requests before BCHA commences its response to your two most recent requests dated October 30th and November 1, 2014. If the BCHA is incorrect in its understanding, please advise me so that I may speak with BCHA staff.

{00044924.1 349-0203820 }

Please reply to Fort Lauderdale Office

Fort Lauderdale Office

3099 E. Commercial Blvd., Suite 200, Fort Lauderdale, FL 33308. T 954-771-4500 | F 954-771-4823

Delray Beach Office

76 N.E. Fifth Avenue, Delray Beach, FL 33483. T 561-276-9400

www.cityatty.com

EXHIBIT

1 **G** 3
OF

November 5, 2014

Page 2

In light of the volume and frequency of your communications to BCHA staff, please note that aside from issues related to your own personal housing choice voucher issues, I have been directed to advise you that **all future correspondence and communication related to public records, or inquiries regarding BCHA operations must be directed to my office.** In addition, please note that any information related to agendas and meetings can be found on the BCHA website.

Your cooperation is greatly appreciated.

Sincerely,



David N. Tolces
Assistant General Counsel

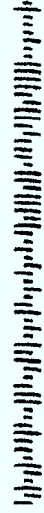
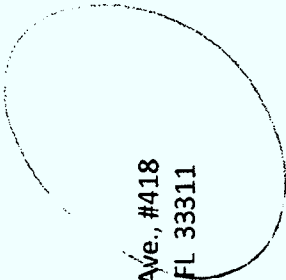
cc: Jennifer Nicole, Chair, BCHA Board of Commissioners
Members of the BCHA Board of Commissioners
Ann Deibert, CEO

Goren Cherof Doody & Ezrol P.A.
Attorneys At Law
Suite 200
3099 East Commercial Boulevard
Fort Lauderdale, Florida 33308

MIAMI
FL 331
005 MACW 14
PM 1.1

SK

Mr. Don Kozich
619 N. Andrews Ave., #418
Fort Lauderdale, FL 33311



33311744718

EXHIBIT 6
3 OF 3

619 No. Andrews Avenue, #418
Fort Lauderdale, FL 33311
11/15/14

Miss Beth Kincey, COO
Broward County Housing Authority (BCHA)
4780 North State Road 7
Lauderdale Lakes, FL 33319

RE: REPLY TO NOVEMBER 14, 2014 DOCUMENT PRODUCTION
Progresso Point Apartments (PP)

Dear Miss Kincey:

It bears worth repeating. Leonard and I felt that we had a very productive meeting on Friday and again want to thank you, Miss Alfasi, and Mr. Thomas for making that possible.

I sent you an email with the changes to the Notice of Meeting as you suggested and requested your approval.

It was late in the day and we wanted to get the Notice out as early as possible before the weekend to all the tenants so they could make plans to attend the hearing. As we did not hear from you, we went ahead and posted and distributed the Notice with the changes you suggested.

However, it appears that PMI has someone secreted in the building who is removing the Notices. We request that you advise PMI of your approval for us to post and distribute the Notices. And, by name and apartment number, please identify the person(s) who removed and is removing the Notices.

As to the document request, by November 21, 2014 you are going to provide us with a complete response to Item 20. of the request relating to a tenants association.

We did not receive pages 3 and 4 of PMI's 9/30/14 ALL UNITS REPORT at PP. Please provide us with copies of pages 3 and 4.

At this time, and after only a very cursory review of pages 1 and 2 of PMI's 9/30/14 ALL UNITS REPORT, we noted 2 anomalies:

First, it appears that unit 605 is supposed to be occupied by Mr. Carlos Arevalo a/k/a Arevaldo (Arevalo), and his name appears in the building directory. When I took up residency here in March 2014, Mr. Arevalo was apparently the maintenance

person working for PMI at PP. Mr. Arevalo left PP and he has not been in residency here for several months. However, some unknown person(s) currently occupies unit 605.

Second, the current maintenance person, Mr. Miguel Hernandez (sic), and his family have been in residency at PP for some months but do not appear on the tenant roster or in the directory. And it appears that PMI issued Mr. Hernandez and his family at least 2 parking decals for PP.

Is the person(s) occupying unit 605 a legal tenant and is Mr. Miguel Hernandez (sic) a legal tenant, and do they meet the income and residency eligibility requirements for being tenants at PP?

These anomalies need to be investigated.

Please let me know what you find out and any resolution.

We will let you know what other anomalies we find.

I appreciate your prompt attention to these matters.

Sincerely,


Don Kozich

Cc Via email to:

adeibert@bchaf1.org
bkincey@bchaf1.org
jnicole@bchaf1.org
dtolces@cityatty.com

NOTICE OF MEETING

NOVEMBER 19, 2014

TO: All Residents of Progresso Point (PP)
FROM: Don Kozich, progressopointta@gmail.com
RE: PROGRESSO POINT; LuisaM@pmiflorida.com
WHERE: BOARD OF COMISSIONERS MEETING
BROWARD COUNTY HOUSING AUTHORITY
4780 North State Road 7
Lauderdale Lakes, FL 33319
WHEN: **November 19, 2014 at 9:30 AM**
DEPARTURE TIME: **DEPARTING FROM PP PROMPTLY AT 8:45 AM**
TRANSPORTION: Please RSVP to progressopointta@gmail.com to coordinate.
AGENDA: PROGRESSO POINT TENANTS ASSOC. & OTHER ISSUES

Do not be concerned about standing up for your rights. As Progresso Point (PP) is subsidized housing and receives other subsidies and tax credits, unless you no longer meet the income and residency eligibility requirements or you have three consistent material violations of the lease, you cannot be evicted or denied renewal of your lease. Also, the rights of tenants to form a PROGRESSO POINT TENANTS ASSOCIATION and raise complaints is encouraged and protected by HUD.

You may not know that the Broward County Housing Authority (BCHA) through several layers of blended affiliates and partnerships owns PP. BCHA is a public agency which essentially makes PP public property which in turn makes it subject to public scrutiny and Florida Open Government Laws. Any documents relating to BCHA and PP are public record. And, being on the receiving end of Federal funds and subsidies, both BCHA and PP are subject to the Federal Freedom of Information Act (FOIA).

As you are aware, since before June 2014 Professional Management (PMI) turned off the air-conditioning in the hallways. PMI's on-going excuse is that it could not locate the part to fix the a/c which is less than 3 years old. NUTS to that. I filed a complaint, No.: CE14091012, with Fort Lauderdale Code Enforcement and the hearing was set for November 20, 2014. Low and behold, with a part that allegedly could not be found, PMI fixed the a/c this past week after the hot summer is over and just 2 weeks prior to the hearing thus making that hearing moot. But the complaint to Code Enforcement got the hallway a/c turned back on in time for next summer.

While the hallway a/c was turned off you should have noticed an increase in your electric usage. The increase is because each apartment is cooling down the hallways to a temperature cooler than the hallways normally would be with the sweltering heat and humidity. Your electric bill would be substantially lower if the a/c in the hallways was on. With prior notice to PMI you can deduct the increased electric cost from your rent.

If your water and clothes smell of chlorine and other odors or your water pressure and water volume have decreased it's because PMI is installing cheaper and inferior generic paper water filters which do not meet NSF Standard 42. Be sure that PMI installs the correct GE FXHTC which is a radial flow carbon water filter. After PMI installs the GE FXHTC water filter you will notice black water and poppy seed size black granules for a time while the water flushes out any residual carbon. If you have not seen black water or poppy seed size black granules for a time after any change-out then PMI did not install a GE FXHTC filter, and you need to complain via emails. PMI should be changing-out your GE FXHTC water filter and a/c filter every 90 days.

If you are receiving water bills higher than \$7-15 a month, it's because there is a problem with the meter read system which PMI is not addressing. Please check your water bills. If you find an "(E)" to the right of the start and end usage readings in the block under "CUSTOMER INFORMATION" that means there is a problem with your bill and you are being overcharged. Send emails questioning the bill.

MAKE YOURSELF HEARD. It's your life, health and safety that we speak of here. Do not be intimidated by PMI's autocratic management. Stand up for your rights.

Please RSVP and email me your concerns so I can make up the agenda for the hearing.

If you cannot attend the November 19th hearing, please make your concerns known by participation and writing or emailing to:

ATTN: Miss Jennifer Nicole, Chairperson
Broward County Housing Authority Board of Commissioners
4780 North State Road 7
Lauderdale Lakes, FL 33319
Email addresses: jnicole@bchafl.org
adeibert@bchafl.org
dtolces@cityatty.com
progresspointta@gmail.com

EXHIBIT 11
2 OF 6

TOGETHER WE CAN MAKE THIS A GREAT PLACE TO LIVE

NOTICE OF MEETING

JANUARY 21, 2015

TO: All Residents of Progresso Point (PP)
FROM: Don Kozich; dtkctr@gmail.com
RE: PROGRESSO POINT
WHERE: BOARD OF COMMISSIONERS MEETING
BROWARD COUNTY HOUSING AUTHORITY (BCHA)
4780 North State Road 7
Lauderdale Lakes, FL 33319
WHEN: **January 21, 2015 at 9:30 AM**
DEPARTURE TIME: **DEPARTING FROM PP PROMPTLY AT 8:45 AM**
TRANSPORTION: Please RSVP to dtkctr@gmail.com to coordinate car pooling.
AGENDA: PROGRESSO POINT TENANTS ASSOC. & OTHER ISSUES

Do not be concerned about standing up for your rights. As Progresso Point (PP) is subsidized housing and receives other subsidies and tax credits, unless you no longer meet the income and residency eligibility requirements or unless you have three consistent material violations (3 strike rule) of the lease, you cannot be evicted or denied renewal of your lease. The rights of tenants to form a TENANTS ASSOCIATION and raise complaints is encouraged and protected by HUD.

Through several layers of blended affiliates and partnerships the Broward County Housing Authority (BCHA) owns PP. BCHA is a public agency partially funded by HUD which essentially makes all records that relate to BCHA and PP a public record which you have a right to review and obtain.

SO FAR WE HAVE BEEN INSTRUMENTAL IN: 1) Reducing your water and sewer bill; 2) Reducing your electric bill; 3) Getting the a/c fixed in the hallways (albeit broken again but being fixed only after we complained); 4) Getting PMI to change incandescent bulbs to LED bulbs saving over \$14,000 yearly which affects your rent increase; 5) No towing of cars that forget to display handicap stickers; 6) Rent deposit box installed at the office; 7) Scheduled 90 day change-out of water [GE FXHTC] and a/c filters [next scheduled for February 4, 2015]; 8) Protecting your rights to privacy and due process; 9) Not buying into paying extra for parking across the street from PP which BCHA leases from Broward County [Lord only knows how this got approved]; 10) Christmas Party; 11) New Years Party; 12) Super Bowl Party; 13) Protesting rent increase; 14) Requesting reserves.

RENT INCREASE: It is our understanding that rent increases under HUD Choice Vouchers are limited to 5%. However, **rents at PP**, which is tax exempt and does not pay any property taxes, **are increasing by over 7%** for 2015 which amounts to at least an additional \$57,456 for the entire building. But Social Security Benefits adjusted for **2015 COL increased by only 1.7%**. At its last meeting in November, BCHA stated that the income from PP is being **diverted** to fund other BCHA projects. Reserves need to be set aside for maintenance and repairs such as painting the building (every 5-7 years), roof repairs (every year), roof replacement (every 10-12 years), equipment replacement (every 5-7 years), equipment maintenance (every day), etc. so that ~~BCHA~~ ^{EXHIBIT} does not try to justify any rent increase due to lack of money. **There is no justification for any great increase.**

FREE WI-FI. Being a green certified building, previously PP had **free Wi-Fi**. Without notice PMI removed the free Wi-Fi and the TV service from the exercise room. **Comcast** now has the monopoly to provide cable service to PP and **is collecting over \$37,800 a year** [70 units x \$45/mo. (at least) x 12 mo/yr] from low income tenants at PP. No other cable provider can service the building. Somebody is taking advantage and ripping-off the low-income tenants at PP. PMI may have its hand in this pot. Please email your complaints to BCHA and **request a return to free Wi-Fi and TV**.

TERMINATE PMI. Because of lack of proper and timely notice required by Chapters 119 and 421, Fla.Stat., and Fla.Stat. 286.011 et seq. for awarding PMI its management contracts, we requested that BCHA terminate its contracts with PMI and properly advertise the management contracts on its properties for public bids. We requested that BCHA place this issue on its January 21, 2105 agenda.

TENANT RIGHTS. If PMI comes to your door unannounced (PMI's autocratic, dictatorial and bully tactics continue) you can refuse PMI entry. Contrary to PMI's representation, PMI is required by Fla.Stat. 83.53 to give reasonable notice to enter your apartment. Only in an **emergency is 12 hours notice reasonable**. Under ordinary circumstance **reasonable notice is 48 hours**. You can demand that PMI not enter your home without your presence, that PMI coordinate a time and date when you will be home and that PMI not take any pictures in your home. You are entitled to any pictures and your rental file including an accurate accounting of your rent ledgers and statements.

WATER BILLS. If you receive water bills higher than \$7-12 a month, it may be a problem with the meter system which PMI continues to ignore. Even if there is no "(E)" and your bill is high [We are still seeing water bills with no "(E)" as high as \$35/mo] there is a problem with your billing or a water leak. With proper notice to PMI you are entitled to deduct the billing overage from your rent.

FILTER CHANGE If your water smells of chlorine and other odors or your water pressure or water volume have decreased it's because PMI continues to recycle or install inferior generic paper water filters or did not change out your filter. Watch that PMI installs the correct GE FXHTC water filter which is white and comes in clear plastic shrink wrap with a large purple label. After PMI installs a new GE FXHTC water filter you will notice black water for a time while the water flushes out any residual carbon from the filter. **PMI should be changing your GE FXHTC water and a/c filter every 90 days, the next scheduled change-out being February 4th**. We are not holding our breath.

MAKE YOURSELF HEARD. It's your life, health and safety that we speak of here. Do not be intimidated by PMI's autocratic, dictatorial and bully management. Stand up for your rights.

Please RSVP and email us your concerns so we can make up the agenda for the hearing.

If you cannot attend the January 21st hearing, please make your concerns known by emailing to:

ATTN: Miss Jennifer Nicole, Chairperson
Broward County Housing Authority Board of Commissioners
4780 North State Road 7
Lauderdale Lakes, FL 33319

EXHIBIT I
 4 OF 6

Email addresses (copy and paste into address bar): jnicole@bchafl.org; flapetro@aol.com; mnunez@bchafl.org; mlong@bchafl.org; mo'loughlin@bchafl.org; adeibert@bchafl.org; dtolces@cityatty.com; dtkctr@gmail.com

TOGETHER WE CAN MAKE THIS A GREAT PLACE TO LIVE™

NOTICE OF MEETING

FEBRUARY 18, 2015

TO: All Residents of Progresso Point (PP)
FROM: PROGRESSO POINT TENANTS ASSOCIATION
RE: PROGRESSO POINT
WHERE: BOARD OF COMMISSIONERS MEETING
BROWARD COUNTY HOUSING AUTHORITY (BCHA)
4780 North State Road 7
Lauderdale Lakes, FL 33319
WHEN: **February 18, 2015 at 9:30 AM**
DEPARTURE TIME: **DEPARTING FROM PP PROMPTLY AT 8:30 AM**
TRANSPORTION: Please RSVP to dtkctr@gmail.com to coordinate car pooling.
AGENDA: PROGRESSO POINT & OTHER ISSUES

Do not be concerned about standing up for your rights. As Progresso Point (PP) is subsidized housing and receives other subsidies and tax credits, unless you no longer meet the income and residency eligibility requirements or unless you have three consistent material violations (3 strike rule), you cannot be evicted or denied renewal of your lease. The rights of tenants to form a TENANTS ASSOCIATION and raise complaints is encouraged and protected by HUD. Through several layers of interconnected and blended affiliates, subsidiaries, and partnerships BCHA owns PP. BCHA is a public agency partially funded by HUD which essentially makes all records that relate to BCHA and PP a public record which you have a right to review and obtain.

SO FAR WE HAVE BEEN INSTRUMENTAL IN: 1) Reducing water and sewer bills; 2) Reducing electric bills; 3) Getting the a/c fixed in the hallways; 4) Getting PMI to change incandescent bulbs to LED bulbs saving over \$14,000 which affects any rent increase; 5) Not towing cars that forget to display handicap stickers; 6) Rent deposit box installed at the office; 7) Scheduled 90 day change-out [already past February 4th due date] of GE FXHTC water and a/c filters (DONE); 8) Protecting your right to privacy and due process; 9) Not buying into paying \$600/yr. extra to park space across the street from PP which BCHA leases from Broward County; 10) Christmas Party; 11) New Years Party; 12) Super Bowl Party; 13) Protesting rent increase; 14) Requesting reserves; 15) Advocating changes to PMI's onerous, one-sided and misleading lease.

RENT INCREASE: It is our understanding that under HUD rent increases are limited to 5%. However, **rents under HUD at PP**, which is tax exempt and pays no property taxes, **are increasing by over 7%** to \$885 for 2015 which adds at least \$57,456 to the building. But Social Security adjusted for **2015 COL increased by only 1.7%**. For low-income tenants paying only \$822 do not be surprised when rents substantially increase in 2016. At its November 2014 meeting, BCHA stated it is **diverting** income from PP to fund other BCHA projects, which is illegal. Reserves need to be set aside for maintenance and repairs such as painting and caulking the building (every 5-7 years), roof repairs (every year), roof replacement (every 10-12 years), equipment replacement (every 5-7 years), equipment maintenance (every day), etc. and so that BCHA does not try to justify any rent increase due to "unexpected" lack of money. **BCHA has no justification for any rent increase.**

LEASE RENEWAL: PMI's lease continues to be onerous and one-sided. Read PMI's new lease very closely. Be sure that PMI attaches the HUD Form 52641 Tenancy Addendum and the Housing Choice Voucher Letter which take precedence. You have the right to reject and cross out **Section 25** relating to **WAIVER OF JURY TRIAL**. You have a constitutional right to a jury trial. You can always waive it later. Use it or lose it. And, **Section 34. ATTORNEY'S FEES** is misleading. In a nut shell, Fla.Stat. 57.105(7) states that where a contract/lease purports to award attorney fees to one party (the landlord here), Florida law automatically modifies the contract/lease to award attorney fees to the prevailing party. **Section 34** is intimidating to low-income tenants because they are afraid to exercise their rights believing that if they win or lose, they still have to pay the landlord's attorney fees. PMI and BCHA are taking advantage of low-income tenants who may be ignorant of the law and do not have legal representation. If you prevail, you are entitled to attorney fees.

TERMINATE PMI. Because of lack of proper and timely notice required by Chapters 119 and 421, Fla.Stat., and Fla.Stat. 286.011 et seq. for awarding PMI its management contracts, we request that BCHA terminate its contracts with PMI and properly advertise the management contracts on its properties for public bids. We request that BCHA place this issue on its February 18, 2015 agenda.

FREE WI-FI. Without notice PMI removed the free Wi-Fi and the TV service from the building. **Comcast** now has the monopoly to provide cable service to PP and is **collecting over \$37,800 a year** [70 units x \$45/mo. (at least) x 12 mo/yr] from low income tenants at PP. No other cable provider can service the building. Somebody is taking advantage and ripping-off the low-income tenants at PP. PMI may have its hand in this pot. Please **request a return to free Wi-Fi and TV**.

FILTER CHANGE Watch that PMI installs the correct GE FXHTC water filter which is white and comes in clear plastic shrink wrap with a large purple label. **PMI should be changing your GE FXHTC water filter every 90 days; the next scheduled change-out was February 4th, which has already past its due date.** PMI should have changed-out your air filter on February 6th.

TENANT RIGHTS. If PMI comes to your door unannounced (PMI's autocratic, dictatorial and bully tactics continue) you can refuse PMI entry. PMI is required by Fla.Stat. 83.53 to give reasonable notice to enter your home. Only in an **emergency is 12 hours notice reasonable**. Under ordinary circumstance **reasonable notice is 48 hours**. You can demand that PMI not enter your home without your presence, that PMI coordinate a time and date when you will be home and that PMI not take any pictures in your home. You are entitled to any pictures and your rental file.

MAKE YOURSELF HEARD. It's your life, health and safety that we speak of here. Do not be intimidated by PMI's autocratic, dictatorial and bully management. Stand up for your rights. Please RSVP and email us your concerns so we can make up the agenda for the meeting. If you cannot attend the February 18th meeting, please make your concerns known by emailing to:

ATTN: Miss Jennifer Nicole, Chairperson
Broward County Housing Authority Board of Commissioners
4780 North State Road 7
Lauderdale Lakes, FL 33319

EXHIBIT I
6 OF 6

Email addresses (copy and paste into address bar): jnicole@bchafl.org; flapetro@aol.com; mnunez@bchafl.org; mlong@bchafl.org; moloughlin@bchafl.org; adeibert@bchafl.org; dtolces@cityatty.com; dtkctr@gmail.com

TOGETHER WE CAN MAKE THIS A GREAT PLACE TO LIVE™

S8 Resident Worksheet

Basic Information

Resident	Address	Program	Housing Specialist
Name Don T Kozich Entity ID 0015339 SS# XXX-XX-8713	619 N Andrews Ave Suite 408 Fort Lauderdale, FL 33311-7447 Number Of Bedrooms: 1	Application Date 02/04/2014 Voucher Size:1	Glenda Smith Phone

Household Composition

Members	Relationship	Gender	Birth Date	SS No.	Citizenship	Notes
Don Kozich	Head	M	01/28/1946	XXX-XX-8713	Eligible Citizen	Elderly

Household Income

Members with Income	Income Description	Periodic Amount	Periodic Frequency	Annual Amount
Don Kozich	Social Security	\$1,025.00	Monthly	\$12,300.00
Don Kozich	Pension	\$49.00	Monthly	\$588.00
Don Kozich	General Assistance	\$157.00	Monthly	\$0.00
Line A Total Anticipated Annual Income for Household:				\$12,888.00

Household Assets

Members with Assets	Asset Description	Asset Value	Anticipated Asset Income
Don Kozich	Checking	\$32.00	\$0.00
Don Kozich	Checking	\$13.00	\$0.00
Line B Total Asset Value (If more than 5,000, Line B * 0.00 = Line C)		\$45.00	
Line C Imputed Asset Income (\$0.00 if Line B is not more than \$5,000)		\$0.00	
Line D Total Anticipated Asset Income:			\$0.00

Household Expenses

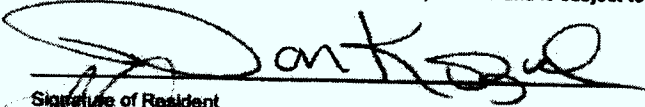
Members with Expense	Description/Type	Source	Periodic Amt	Periodic Freq	Annual Amt
Don Kozich	Prescription Copayments/ Publix -	Publix Pharmacy	\$10.00	Monthly	\$120.00
Total Expenses for Household:					\$120.00

S8 Resident Worksheet


Housing Assistance Payment Calculations

Total Tenant Payment (TTP)		Rent Prorations	
1. Annual Income After Exclusions of All Family Members (Line A).....	\$12,888.00	13. Contract Rent.....	822.00
2. Asset Income (Greater of Line C or Line D).....	\$0.00	14. Total Utility Allowance.....	69.00
3. Gross Annual Family Income (Line 1 + Line 2).....	\$12,888.00	15. Gross Rent (Line 13 + Line 14).....	891.00
4. Gross Monthly Family Income (Line 3 / 12).....	\$1,074.00	16. Actual Payment Standard Used.....	994.00
5. Total Net Combined Allowances.....	\$400.00	17. Tenant Rent To Owner.....	243.00
- Total Medical and Disability Allowances.....	\$0.00	18. HAP to Owner.....	579.00
- Total Elderly Allowances.....	\$400.00	19. Utility Allowance Reimbursement (UAP).....	0.00
- Total Dependant Allowances.....	\$0.00	20. Mixed Family - Prorated Assistance.....	No
- Total Unreimbursed Childcare Expenses.....	\$0.00	21. Percentage of Prorated Assistance.....	0.00
6. Annual Adjusted Income (Line 3 - Line 5).....	\$12,488.00	22. Tenant Rent for Mixed Family (Line 13 - Line 23).....	0.00
7. Monthly Adjusted Income (Line 6 / 12).....	\$1,041.00	23. Prorated HAP for Mixed Family (Line 18 * Line 21)....	0.00
8. 30% of Monthly Adjusted Income (Line 7 * 0.30).....	\$312.00		
9. 10% of Monthly Gross income (Line 4 * 0.10).....	\$107.00		
10. TTP.....	\$312.00		
11. 40% of Monthly Adjusted Income (Line 7 * 0.40)....	\$416.00		
12. Line Reserved.....			

This estimate of rent is based on information provided and is subject to change.



 Signature of Resident



 Signature of PHA Representative

12/19/14

 Date

12/19/14

 Date

Name Don T Kozich
 Entity ID 0015339

Certification Type Annual Reexamination
 Original Move-In Date 03/07/2014
 Effective Date Of This Certification 04/01/2015
 Scheduled Effective Date Of Next Certification 04/01/2016

End of Report

619 No. Andrews Avenue, #408
Fort Lauderdale, FL 33311
12/9/14

Miss Olga Vazquez, Property Manager
Professional Management, Inc. (PMI)
Progresso Point Apartments (PP)
619 No. Andrews Avenue
Fort Lauderdale, FL 33311-7407

Via: email to: progressopoint@pmiflorida.com

LEASE RENEWAL REQUEST COMMENCING MARCH 1, 2015

Dear Miss Vazquez:

I just completed a telephonic Reexam Application with Miss Glenda Smith at BCHA and my VA Case Manager.

I am requesting a renewal of my lease for 1 year starting on March 1, 2015.

Please prepare the new lease and provide me with a copy to review.

I appreciate your prompt attention to these matters.

Sincerely,


Don Kozich

Cc Via email to: adeibert@bchafl.org
bkincey@bchafl.org
dtolces@cityatty.com
gsmith@bchafl.org
lawoffice@fl-landlord.com
LuisaM@pmiflorida.com
syrieo@pmiflorida.com

LAW OFFICES OF
**LOWENHAUPT SAWYERS &
SPINALE**

7765 S.W. 87TH AVENUE
SUITE 201
MIAMI, FLORIDA 33173

KENNETH J. LOWENHAUPT, ESQ.
KRISTINE A. SAWYERS, ESQ.
REBECCA SPINALE, ESQ.

HOWARD L. BROWNSTEIN, PARALEGAL
KIM JIMENEZ, PARALEGAL
JENNIFER KEITH, LEGAL ASSISTANT

TELEPHONES
(305) 412-5636
FL WATTS (800) 232-0558
FAX (305) 412-5630
FL WATTS FAX (800) 801-8530
LAWOFFICE@FL-LANDLORD.COM

NONRENEWAL NOTICE

REC'D
12/27/14

December 22, 2014

Don Kozich and all others in possession
619 N. Andrews Avenue #408
Ft. Lauderdale, Florida 33311

Please be advised that this office represents Progresso Point Apartments in all landlord/tenant matters. This letter is to advise you that in accordance with your lease agreement, the management of Progresso Point Apartments is giving you official notice that your lease is due to expire on February 28, 2015. Please be advised that management will not be renewing your lease agreement, nor will you be given the opportunity to remain as a month to month resident. YOU MUST MAKE ALL ARRANGEMENTS TO VACATE THE PREMISES KNOWN AS 619 N. Andrews Avenue #408, Ft. Lauderdale, Florida 33311 ON OR BEFORE THE 28th DAY OF FEBRUARY 2015. If you fail to turn in keys and do not vacate on the 28th day of FEBRUARY 2015, this office will have no alternative but to proceed to regain possession of your unit pursuant to legal action. Please be advised that in accordance with Section 83.58 Florida Statutes, the landlord is entitled to demand double your monthly rent for as long as you remain a holdover resident.

Please note that there is good cause for this non-renewal of your lease agreement. Specifically, you have been served with two Seven Day Notices to Cure, one on August 13, 2014 for failure to maintain your apartment in a clean, slightly and sanitary condition, and one on September 5, 2014 for failure to permit management access to your unit to inspect the condition of your apartment. Despite the September 5, 2014 notice, you continue to place conditions on permitting management entry into the unit, thereby unreasonably restricting access to the apartment.

Additionally, you have been engaging in behavior which is interfering with management in the performance of their duties and is disruptive to other residents of this community. This is a material breach of your lease agreement, the Rules and Regulations, Part B, paragraph 11(i) and paragraph 11 (j). For example, as referenced above, you have repeatedly refused to allow access to the unit for completion of work orders or inspections without your presence, thereby making management repeatedly return to your unit. Progresso Point does not make appointments for these services. Maintenance and management give reasonable times for entry for pest control, work orders or inspections, but they do not schedule specific appointment times.

Further, you have served management with an excessive amount of Seven Day Notices and supplements to your Seven Day Notices causing both management and their attorney's office to

EXHIBIT L
 1 OF 4

spend an inordinate and unreasonable amount of time responding to these notices. You sent a six page (not counting attachments) Seven Day Notice on August 22, 2014, which included your opinions on how the property should be conducting business, you sent another five page Seven Day Notice on August 28, accusing the property of lease law and code violations, another two page Seven Day Notice on September 5, 2014 regarding overbilling of water and sewer, another five page Seven Day Notice on September 12, 2014 regarding your refusal to permit management to enter for reinspection and alleging violation of the law, another three page Seven Day Notice on September 30, 2014 regarding the water and sewer billing, maintenance, accusations regarding the air conditioning in the hallway not working and pest control, another three page Seven Day Notice on October 5, 2014 which was a supplement to the September 5th Seven Day Notice, another six page Seven Day Notice dated November 7, 2014 and served on November 19th for violations of the lease and the law and the county code and ordinances for installing what you alleged was an inferior water filter for the water heater, another six page Seven Day Notice on November 20, 2014 which contained corrections to your Seven Day Notice of November 7, 2014, another two page Seven Day Notice on November 25, 2014 demanding that the water filter be changed again in your presence, another three page Seven Day Notice on December 15, 2014, regarding payment of your rent, reserving your right to deduct the cost of the water filter and demanding records and documents (totaling 11 items) from PMI and BCHA, another two page Seven Day Notice on December 18, 2014 accusing management of being incompetent. This constitutes 13 Seven Day Notices and supplements in the past five months, requiring management and/or their attorneys to review and respond.

Management also has felt harassed by your actions on September 29, 2014, demanding documents relating to certain employees regarding their salary, bonuses, hourly wages, overtime hours, etc. You demanded personal information regarding at least two individuals that do not work at Progresso Point. On October 25, 2014 you made a public records request to the Housing Authority for the City of Pompano Beach requesting all documents signed, executed, received or sent to Hector Gomez, Cristina Coronel, Eliodora Fruto and PMI Regional Property Managers, which had nothing to do with Progresso Point.

On November 7, 2014, you went through the trash in the dumpster looking for discarded water filters. When the maintenance person was changing the water filters in the complex you tracked him down, checked his tool truck and counted the water filters in the tool truck. You then went into the Janitor's room which is for employees only, and proceeded to go through the trash to recover a discarded water filter. Thereafter, you confronted one of the maintenance men on his way home and questioned him regarding the installation of the water filters and accused him of not running the water after he changed the filter. You then went to the management office, encountered a PMI employee who was helping the property manager and questioned her, demanding to know her name, what was she doing at the property and what property she worked at. On November 10, 2014, you went through the trash in the dumpster again, counting water filters. Then, you went to the domestic pump room which is for employees only and searched for water filters.

On November 10, 2014 you also prepared a notice for the residents at Progresso Point regarding a hearing on November 19, 2014. This notice was full of inaccuracies and misinformation regarding the ownership of the property, the lease renewals, the water filters, the air conditioning and electricity usage. Management had advised you that the notice was inaccurate and asked to meet with you to correct the notice but you refused. On November 17, 2014, after being advised by management not to do so, you proceeded to post this notice on cars in the garage. You prepared

another notice on December 18, 2014 regarding a meeting on January 21, 2015, again containing inaccuracies and misinformation about the property and reasonable notice and demanding that PMI not enter your apartment, etc. Management has also received complaints from three of your neighbors, indicating that they feel harassed because you are leaving notices on their doors and cars, that you are trying to make them sign complaint letters to management and that you have even tried to get them to sign blank Seven Day Notices.

During the last five months you have sent 73 emails to the Regional Manager and Progresso Point. This does not count the numerous emails you have sent to other members of management, the Broward County Housing Authority or to the law firm representing Progresso Point. You took the building directory for Progresso Point and compared it to the All Units Report that you obtained from BCHA. You then took it upon yourself to inform BCHA that unit #605 was not being occupied by the person reflected on the All Unit Report, but was being occupied by an unknown person and requested information regarding the resident in this unit and whether they qualified to live in the apartment. You were wrong in your allegation. Additionally, management has incurred a significant amount in attorney's fees because they have had to respond to you numerous emails, letters and Seven Day Notices. You have absorbed so much of management's time that it has impaired their ability to properly serve other residents at this community.

Rebecca Spinale
Rebecca Spinale, Esq.
Attorney for Progresso Point Apartments

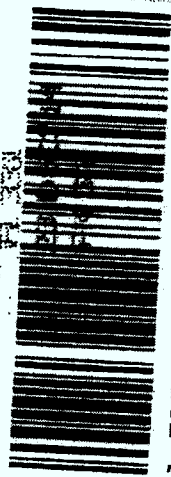
I certify that I served a true and correct copy of the foregoing Notice on the above named tenant(s) this _____ day of December 2014 at _____ (a.m.) (p.m.)

- _____ personally serving same upon said tenant.
- _____ posting same at the above described premises in the absence of said tenant.
- _____ sent via regular and certified mail to the above named tenant.

Served by: _____

Cc: Progresso Point Apartments
Section 8 (via mail and email)

CERTIFIED MAIL



91 7199 9991 7034 4983 5409

LAW OFFICES OF
LOWENHAUPT SAWYERS & SPINALE
7765 S.W. 87TH AVENUE
SUITE 201
MIAMI, FLORIDA 33173

Handwritten: 4/2 12/24/15

Don Kozich
619 N Andrews Avenue #408
Ft Lauderdale, Florida 33311

NAME _____
1st Notice 2/2/15
2nd Notice _____
Return _____

33311744708

EXHIBIT 4 OF 4

619 No. Andrews Avenue, #408
Fort Lauderdale, FL 33311
12/24/14

12/26/16 CORRECTED AND SERVED

Miss Rebecca Spinale
Lowenhaupt Sawyers & Spinale
Suite 201
7765 S.W. 87 Avenue
Miami, FL 33173

**KOZICH'S CORRECTED REPLY TO SPINALE'S DECEMBER 22, 2014
NONRENEWAL NOTICE AND DEMAND FOR FORMAL RECORDED
EVIDENTIARY HEARING BEFORE A TRIBUNAL OF PEERS**

Dear Miss Spinale:

DEFINITIONS:

The term "BCHA" as utilized throughout herein is defined to include Broward County Housing Authority; Building Better Communities, Inc.; Broward Workforce Communities, Inc.; Reliance-Progresso Associates, Ltd.; and their affiliates, subsidiaries and partnerships. See Note 1. to BCHA September 30, 2012 and 2013 Financial Statements.

"Public records", "documents", and "records" include but are not limited to electronic versions, unprinted electronic versions, scanned versions, unprinted electronically scanned versions, electronic emails, unprinted electronic emails, etc., and includes those records and documents that are in the custody, possession, or control of BCHA or PMI, or both.

This is my partial and nominal Corrected Reply to Miss Spinale's December 22, 2014 Nonrenewal Notice and demand for a formal recorded evidentiary hearing before a tribunal of my peers.

Your notice is legally insufficient. Notwithstanding that I advised you repeatedly that you cannot represent a fictitious name which has no legal standing, with a reservation of all rights and privileges and in good faith I am partially and nominally responding to your Nonrenewal Notice.

Pursuant to the terms of the lease; BCHA rules, regulations and procedures; HUD rules, regulations and procedures; and Florida Housing Finance Corporation rules,

regulations and procedures I demand a formal recorded evidentiary hearing before a tribunal of my peers relating to the nonrenewal of my lease.

I also demand that no less than 15 days prior to the formal recorded evidentiary hearing that PMI or BCHA, or both, provide me with all records:

1. Relating to my entire file(s)
2. Relating to PMI's Resident Ledger for my apartment and since March 1, 2014.
3. Relating to PMI's detailed Statement of Accounts for my apartment and since March 1, 2014.
4. Relating to PMI's November 30, 2014 Balance Due Notifications and since March 1, 2014.
5. Relating to PMI's December 9, 2014 10-Day Notice.
6. Relating to PMI's December 10, 2014 10-Day Notice (Revised).
7. Relating to PMI's purchase and installation of GE FXHTC water filters for all of Progresso Point.
8. Relating to any and all correspondence and records with NWP Services Corporation, or any of its affiliates or subsidiaries, or all, regarding the monthly water and sewer usage and charges, and any and all problems and issues relating to my account and any billing and usage issues.
9. Relating to any and all water and sewer usage and charges from any municipality for all of Progress Point and since January 1, 2014.
10. Relating to any and all electric usage and charges from any electricity provider for all of Progresso Point and since January 1, 2013.
11. Relating to an accurate and detailed daily accounting of my Resident Ledger and Statement of Account to reflect accurate dates, subject, codes, description, debits/charges, credits and balances, and including but not limited to rental charges, rental payments, debits and credits for water and sewer overbillings, tenant purchase(s) of GE FXHTC water filter, tenant purchase(s) of a/c filter, etc.
12. Relating to the nonrenewal of my lease.
13. Relating to all persons and "neighbors" referenced in Spinale's December 22, 2014 Nonrenewal Notice including but not limited to identifying each person and "neighbor" by name, email address, street address, phone number, employment and employment position; statement(s) made by each person and "neighbor", evidence provided by each person and "neighbor", etc.
14. Relating to the air-conditioning system(s) in the hallways at Progresso Point and since March 1, 2014.

15. Relating to any and all internet, Television and Wi-Fi (wireless) service providers and services including but not limited to AT&T, Comcast, etc. for and to Progresso Point, and since January 1, 2014.

16. Relating to and identifying any existence of Wi-Fi (wireless internet access) at PP and to the removal of Wi-Fi at PP including but not limited to internet service, modem, agreements, contracts, service contracts, etc., and to include as of January 1, 2013, January 1, 2014 and November 1, 2014.

17. Relating to complaints from any tenants at Progress Point relating to excessive water and sewer usage or billings, or both.

18. Relating to pictures taken of my apartment including but not limited to identifying the person who took each picture, the persons employment and employment position, the date and time each picture was taken, the reason each picture was taken, etc.

19. Relating to public records request to Housing Authority of Pompano Beach.

20. Relating to pretrial brief(s) including but not limited to issues presented, legal argument, common law and facts supporting nonrenewal, common law and facts supporting renewal, etc.

21. Relating to any employee, officer, or director of PMI including but not limited to Olga Vazquez, Miguel Hernandez, etc. or any familial relationship, or all, in residency or tenancy, or both, at Progresso Point.

22. Identifying by name, phone number, email address, street address, employment(s), and employment position(s) all persons whom Spinal, PMI or BCHA, or all, expects or intends to call as a witness including identifying the facts and statements to which each person will testify.

These records are relevant to my Constitutional right to due process and to the issues presented in Spinale's Nonrenewal Notice.

Please provide me with at least 30 days written notice prior to the formal recorded evidentiary hearing and identify the persons comprising the tribunal of my peers by name, street address, email address, phone number, employment, and employment position.

This Corrected Reply and Notice is provided to you with a reservation of all of my rights and privileges under the law and by contract.

This Corrected Reply and Notice does not waive any claims I may have against the Landlord; Professional Management, Inc.; Progresso Point Apartments; BCHA; or all; or against any of its or their employees or agents.

I appreciate your prompt attention to these matters.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Kozich". The signature is written in a cursive style with a large, sweeping initial "D".

Don Kozich

Via email to:

jnicole@bchaf1.org; flapetro@aol.com; mnunez@bchaf1.org; mlong@bchaf1.org;
mo'loughlin@bchaf1.org; adeibert@bchaf1.org; bkincey@bchaf1.org; dtolces@cityatty.com;
syrieo@pmiflorida.com; lawoffice@fl-landlord.com; progressopoint@pmiflorida.com;
luisam@pmiflorida.com

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FAX (305) 412-5630
FL WATTS FAX (800) 801-8530
VIA EMAIL: LAWOFFICE@FL-LANDLORD.COM

January 9, 2015

Via Email: dtkctr@gmail.com and Regular Mail

Don Kozich
619 No. Andrews Avenue #408
Ft. Lauderdale, Florida 33311

REC'D
1/15/15

Re: **Kozich's Supplement to December 26, 2014 corrected reply to Spinale's December 22, 2014 Nonrenewal Notice and Demand for Formal Recorded Evidentiary Hearing Before a Tribunal of Peers**

Dear Mr. Kozich:

I am responding to your Supplement to December 26th Corrected Reply to Spinale's December 22, 2014 Non-Renewal Notice and Demand for Formal Recorded Evidentiary Hearing before a tribunal of Peers. Mr. Kozich, we are not aware of any procedure that would provide for formal, recorded evidentiary hearing before your peers. Neither your landlord nor PMI has any such procedure. Further, we are not aware of any such procedure available through Florida Housing. Accordingly, we cannot grant your request for such a hearing.

Please don't forget that pursuant to the Non-Renewal Notice, you are required to vacate at the end of your lease term. Should you fail to do so, then management will immediately institute legal proceedings to regain possession of the apartment.

Sincerely,



Rebecca Spinale, Esq.

Cc: Progresso Point

EXHIBIT 0
1 OF 6

LAW OFFICES OF
LOWENHAUPT SAWYERS & SPINALE
7765 S.W. 87TH AVENUE
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MIAMI, FLORIDA 33173

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FAX (305) 412-5630
FL WATTS FAX (800) 801-8530
VIA EMAIL: LAWOFFICE@FL-LANDLORD.COM

January 9, 2015

Via Email: dtkctr@gmail.com and Regular Mail

Don Kozich
619 No. Andrews Avenue #408
Ft. Lauderdale, Florida 33311

Re: **Kozich's Notice of January 2015 Rent Payment made under Protest and 7-Day Notice(s) to Cure served to PMI and BCHA pursuant to Fla.Stat. 83.51 (1), 83.56 and 83.64**

Dear Mr. Kozich:

I am responding to your above referenced Notice. I am attaching your ledger through December 31, 2014 and a copy of the invoice for the water filters. The remainder of the documents demanded pursuant to your Seven Day Notice have already either been provided to you or have been made available to you.

Sincerely,



Rebecca Spinale, Esq.

Cc: Progresso Point

EXHIBIT 0
2 OF 6

2



PO BOX 2317
Jacksonville FL 32203-2317

INVOICE

Page 1 of 1

INVOICE DATE	11/04/2014
INVOICE NUMBER	322911066
ACCOUNT NUMBER	565658
ORDER NO.	3043162

FOR INQUIRIES CALL: (800) 346-3000
FAX: (800) 220-3291

customerscare@wilmar.com
www.wilmar.com

SOLD TO:
3285 1 MB Q.435 E0842X 10068 D1132282814 P2250711 0001:0001



PROGRESSO POINT
619 N ANDREWS AVE
FORT LAUDERDALE FL 33311-7407

SHIPPED TO:
PROGRESSO POINT
619 N ANDREWS AVE
FORT LAUDERDALE FL 33301

ORDER NO.	CONTROL NO.	CUSTOMER P.O.	SHIPPED VIA	TERMS	CASH DISCOUNT AMT						
3043162		248	POM07	NET 30 DAYS	0.00						
LN	ITEM NO.	CAT	DESCRIPTION	ORDER	SRP	B/D	UOM	LIST PRICE	PRICE	EXT. AMT.	TAX CODE
REP 1387680	3288870-216		GE WATER FILTER REPL CART.	76	76	0	EA		21.75	1653.00	T
*Expected Delivery is 5-7 DAYS after order. *Special Order Item Nonreturnable. *Special Orders may be Subject to *Freight Charges. *Contact: 1387680											
PRODUCT CATEGORY TOTALS (INCLUDES APPLICABLE SALES TAX) *Appliance Parts 1752.18											
NET MERCHANDISE TOTAL			TAX TOTAL			SPECIAL CHARGES			INVOICE TOTAL		
1653.00			99.18 @ 6.000%			0.00			1752.18		

TERMS AND CONDITIONS FROM CURRENT CATALOG & ONLINE APPLY. CLAIMS FOR SHORTAGES OR DAMAGED GOODS MUST BE MADE IMMEDIATELY UPON RECEIPT OF SHIPMENT IN ACCORDANCE WITH CURRENT RETURN GOODS POLICY. NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION.

RETAIN THIS PORTION OF THE INVOICE FOR YOUR RECORDS

RETURN THIS PORTION WITH YOUR REMITTANCE



ACCOUNT NUMBER	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT DUE
565658	322911066	11/04/2014	1752.18
			NET DUE DATE 12/04/14
WITH CURRENT RETURN GOODS POLICY. NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION.			NET AMOUNT PAID

SOLD TO:
PROGRESSO POINT
619 N ANDREWS AVE
FORT LAUDERDALE FL 33311-7407

REMIT TO:
WILMAR
PO BOX 404284
ATLANTA GA 30384-4284

Progresso Point
Kozich, Don T (Unit 408)
 Resident ledger - as of Property date: 12/31/2014

Unit	Date	Period	Subj	Ctrl	Code	Description	Doc#	Charges	Credits	Balance
408	12/28/2014	122014	HUD	19	PMTCHECK	Payment By Check - Kozich	1640		\$584.00	\$-21.00
408	12/15/2014	122014	Resident	18	PMTCHECK	Payment By Check - Kozich	2065		\$245.42	\$563.00
408	12/01/2014	122014	Resident		UTILITY	Utility Charges - Kozich 9/26 thru 10/25		\$7.42		\$808.42
408	12/01/2014	122014	HUD		RENT	Rent		\$584.00		\$801.00
408	12/01/2014	122014	Resident		RENT	Rent		\$238.00		\$217.00
408	11/30/2014	112014	Resident		MISCCRED	Water and A/C Filter			\$49.56	\$-21.00
408	11/15/2014	122014	Resident		UTILITY	Utility Charges - 7/26-8/25 - Adjmt to amount charged on Oct 01, 2014		\$4.05		\$28.56
408	11/15/2014	122014	Resident		MISCCRED	Miscellaneous Credit - 5/26-6/25 - Credit for overbilling by NWPS			\$6.19	\$24.51
408	11/15/2014	122014	Resident		MISCCRED	Miscellaneous Credit - 4/26-5/25 - Credit for overbilling by NWPS			\$21.96	\$32.70
408	11/15/2014	122014	Resident		MISCCRED	Miscellaneous Credit - 6/26-7/25 - Credit for overbilling by NWPS			\$9.33	\$54.98
408	11/04/2014	112014	Resident	4	PMTCHECK	Payment By Check - Kozich	2061		\$196.13	\$83.99
408	11/04/2014	112014	HUD	3	PMTCHECK	Payment By Check - Kozich	0874		\$584.00	\$260.12
408	11/01/2014	112014	Resident		UTILITY	Utility Charges - Kozich 8/26 thru 9/25		\$7.69		\$844.12
408	11/01/2014	112014	HUD		RENT	Rent		\$584.00		\$836.43
408	11/01/2014	112014	Resident		RENT	Rent		\$238.00		\$252.43
408	10/05/2014	102014	Resident	9	PMTCHECK	Payment By Check - Kozich	2058		\$469.34	\$14.43
408	10/05/2014	102014	HUD	2	PMTCHECK	Payment By Check - Kozich	0273		\$584.00	\$503.77
408	10/01/2014	102014	Resident		UTILITY	Utility Charges - Kozich 7/26 thru 8/25		\$2.62		\$1067.77
408	10/01/2014	102014	HUD		RENT	Rent		\$584.00		\$1085.15
408	10/01/2014	102014	Resident		RENT	Rent		\$238.00		\$501.15
408	09/09/2014	092014	HUD	8	PMTCHECK	Payment By Check - Kozich (HUD)	9683		\$584.00	\$263.15
408	09/01/2014	122014	Resident		UTILITY	Utility Charges (July Service) - Kozich (HUD)		\$16.00		\$847.15
408	09/01/2014	092014	HUD		RENT	Rent		\$584.00		\$831.15
408	09/01/2014	092014	Resident		RENT	Rent		\$238.00		\$247.16
408	08/01/2014	122014	Resident		UTILITY	Utility Charges (June service) - Kozich		\$14.86		\$8.15
408	08/01/2014	082014	Resident	4	PMTCHECK	Payment By Check - Kozich (HUD)	2055		\$244.67	\$-5.71
408	08/01/2014	082014	HUD	1	PMTCHECK	Payment By Check - Kozich (HUD)	0000159088		\$584.00	\$238.96
408	08/01/2014	082014	HUD		RENT	Rent		\$584.00		\$822.96
408	08/01/2014	082014	Resident		RENT	Rent		\$238.00		\$238.96
408	07/02/2014	072014	HUD	920	PMTCHECK	Payment By Check - Kozich (HUD)	8493		\$584.00	\$0.96
408	07/02/2014	072014	Resident	6	PMTCHECK	Payment By Check - Kozich (HUD)	2052		\$244.67	\$584.96
408	07/01/2014	072014	Resident		UTILITY	Utility Charges - Kozich (HUD) Water 4/26 thru 5/25		\$28.63		\$629.63
408	07/01/2014	072014	HUD		RENT	Rent		\$584.00		\$801.00

Balance **EXHIBIT** \$-21.00
 4 OF 6

OneSite

Page 2 of 2

Unit	Date	Period	Subj	Ctrl#	Code	Description	Dcpt#	Charges	Credits	Balance
408	07/01/2014	072014	Resident		RENT	Rent		\$238.00		\$217.00
408	08/12/2014	082014	HUD		12 PMTCHECK	Payment By Check - 7886 Kozich (HUD)			\$584.00	\$-21.00
408	08/01/2014	122014	Resident		UTILITY	Utility Charges (April service) - Kozich (HUD) Water Charge		\$6.87		\$563.00
408	08/01/2014	082014	HUD		RENT	Rent		\$584.00		\$556.33
408	08/01/2014	082014	Resident		RENT	Rent		\$238.00		\$-27.87
408	08/01/2014	082014	Resident		1 PMTCHECK	Payment By Check - 2050 Kozich (HUD)			\$244.87	\$-265.87
408	05/05/2014	122014	Resident		UTILITY	Utility Charges (March service) - Kozich (HUD) Water Charge		\$5.13		\$-21.90
408	05/05/2014	052014	HUD		920 PMTCHECK	Payment By Check - 7256 Kozich (HUD)			\$584.00	\$-26.13
408	05/05/2014	052014	Resident		1 PMTCHECK	Payment By Check - 2048 Kozich (HUD)			\$238.00	\$557.67
408	05/05/2014	052014	Resident		1 PMTCHECK	Payment By Check - 2049 Kozich (HUD)			\$5.13	\$795.87
408	05/01/2014	052014	HUD		RENT	Rent		\$584.00		\$801.00
408	05/01/2014	052014	Resident		RENT	Rent		\$238.00		\$217.00
408	04/05/2014	042014	Resident		14 PMTCHECK	Payment By Check - 3742 Kozich (HUD)			\$238.00	\$-21.00
408	04/05/2014	042014	HUD		12 PMTCHECK	Payment By Check - 6630 Kozich (HUD)			\$471.00	\$217.00
408	04/05/2014	042014	HUD		12 PMTCHECK	Payment By Check - 6630 Kozich (HUD)			\$684.00	\$688.00
408	04/05/2014	042014	Resident		9 PMTCHECK	Payment By Check - 2047 Kozich (HUD)			\$38.00	\$1272.00
408	04/01/2014	042014	HUD		RENT	Rent		\$584.00		\$1310.00
408	04/01/2014	042014	Resident		RENT	Rent		\$238.00		\$726.00
408	03/28/2014	032014	HUD		RENT	Rent - Kozich (HUD)		\$471.00		\$488.00
408	03/07/2014	032014	Resident		RENT	Rent		\$192.00		\$17.00
408	02/27/2014	122014	Resident		925 PMTMORD	Payment By Money Order - Kozich	5338		\$175.00	\$-175.00
408	02/27/2014	022014	Resident		12 PMTMORD	Payment By Money Order - Kozich	5339		\$85.00	\$0.00
408	02/19/2014	022014	Resident		APPFEE	Application Fee		\$85.00		\$85.00
								Balance		\$-21.00

EXHIBIT 0
5 OF 6

LAW OFFICES OF
LOWENHAUPT SAWYERS & SPINALE
7765 S.W. 87TH AVENUE
SUITE 201
MIAMI, FLORIDA 33173



Don Kozich
619 N. Andrews Avenue #408
Ft. Lauderdale, Florida 33311



BALANCE DUE NOTIFICATION

Date: 11/30/2014

From: Olga Vazquez, Property Manager / Agent for Owner
Progresso Point
619 N Andrews Ave
Ft Lauderdale, FL 33311-7407
(954) 463-9110

rec'd 12/1/14

To: Don Kozich:
619 N. Andrews Avenue #408
Ft. Lauderdale, FL 33301

Apt: 408

To all Resident(s) in possession, including:

Don Kozich
619 N. Andrews Avenue #408
Ft. Lauderdale, FL 33301

As of this date, our records indicate that there is still an unpaid balance due on your account for the current month. The total amount due is **\$38.99**. Please remit this amount immediately.

If you have any questions regarding this balance due, please call or come by the management office.

Sincerely,



Olga Vazquez, Property Manager / Agent for Owner

EXHIBIT P
 1 OF 1

10-Day Notice

To: *Don Kozich: and all others in possession*
619 N. Andrews Avenue #408
Ft. Lauderdale, FL 33311

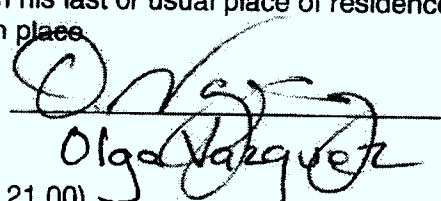
You are hereby notified that you are indebted to us in the sum of **224.42*** for the rent and use of the premises at *619 N. Andrews Avenue #408*, Broward County, Florida, now occupied by you and that we demand payment of the rent or possession of the premises within 10 days from the date of delivery of this notice, to wit: on or before the 19th day of December, 2014.

This notice period reflects the time period required for mailing pursuant to F.R.C.P. 1.090. You may present a defense if a judicial proceeding is instituted.

If payment is not made by the date indicated in this notice, your tenancy shall be terminated effective on that date.

Olga Vazquez, Manager
Progresso Point
619 N Andrews Ave
Ft Lauderdale, FL 33311-7407
(954) 463-9110

- () I have personally served the above-named tenant with a copy of this notice.
- (✓) The above-named tenant was absent from his last or usual place of residence and I therefore, left a copy of this Notice at such place

Date: *12/09/2014* Time: *4:30pm* By: 


*Charge in detail:

Beginning Credit of	(\$ 21.00)
December Rent	\$ 238.00
Utilities (9/26-10/25)	\$ 7.42
	\$ 224.42

A copy of this Notice was mailed by First Class mail with the landlord's return address on the 9th day of December, 2014.

By: _____

h:data/admin/form/10-day notice. Word

EXHIBIT 
1 OF 3

Progresso Point
619 N Andrews Ave
Ft Lauderdale, FL 33311-7407

STATEMENT OF ACCOUNT

Date: 12/09/2014

To: Don Kozich
619 N. Andrews Avenue #408
Ft. Lauderdale, FL 33301

Apt: 408

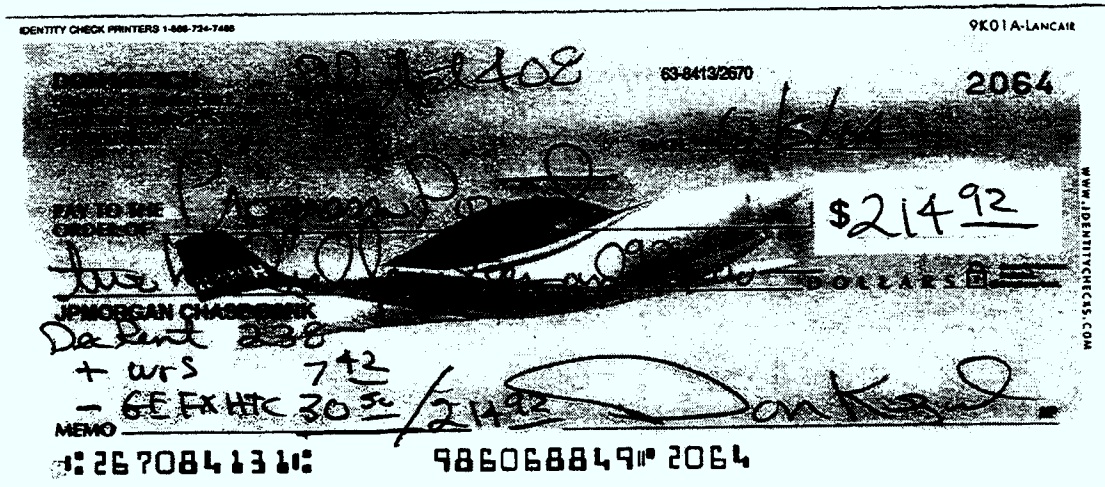
Your December payment of \$245.42 is being returned to you. Please remit payment as per adjusted amount due.

Date	Code	Description	Amount
12/01/2014	P-Begin	Period Beginning	
12/01/2014	RENT	balance	21.00
12/01/2014	RENT	rent	238.00
12/01/2014	CR-UTILITY	Utility Charges Kozich 9/26/14 10/26	7.42

Total amount due \$ 224.42

EXHIBIT

2 OF 3 Q



408

LAW OFFICES
LOWENHAUPT SAWYERS & SPINALE
7765 SW 87TH AVENUE
SUITE 201
MIAMI, FLORIDA 33173

KENNETH J. LOWENHAUPT, ESQ.
KRISTINE A. SAWYERS, ESQ.
REBECCA SPINALE, ESQ.

HOWARD L. BROWNSTEIN, PARALEGAL
KIM JIMENEZ, PARALEGAL

TELEPHONES
(305) 412-5636
FL WATTS (800) 232-0558
FAX (305) 412-5630

LAWOFFICE@FL-LANDLORD.COM

NOTICE OF NON-COMPLIANCE
SEVEN (7) DAY NOTICE TO CURE

August 13, 2014

Don Kozich and all others in possession
619 N. Andrews Avenue #408
Ft. Lauderdale, Florida 33311

You are hereby notified that you are in violation of your Lease Agreement, Paragraph 34 (B) which states Resident shall at all times during the term of this Lease "Keep the Premises clean and sanitary and regularly remove waste and garbage from the leased Premises" and (D) "Refrain from doing anything which will in any way increase the fire risk or fire insurance premiums on the Premises or any part of the building in which it is located... Resident shall maintain the Apartment, including the fixtures therein, in a clean, slightly and sanitary condition"; Florida Statutes 83.52 (2) which states that the Tenant at all times during the tenancy shall: "Keep that part of the premises which he or she occupies and uses clean and sanitary" and (3) "Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner."

Specifically, management inspected your unit on August 6, 2014. At that time they noticed there was an excessive amount of personal property stored in boxes throughout your unit. There were so many boxes stacked up throughout the apartment, particularly in the living and dining room area, that it constitutes a fire hazard. It is difficult for anyone to even walk through the unit. You must immediately clean up the premises. The over cluttered condition in the apartment must be addressed immediately for safety reasons. Your anticipated cooperation in this matter is appreciated. Management will be returning to inspect the premises to make sure this matter has been addressed.

DEMAND IS HEREBY MADE THAT YOU REMEDY THE NONCOMPLIANCE WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS NOTICE OR YOUR LEASE SHALL BE DEEMED TERMINATED AND YOU SHALL VACATE THE PREMISES UPON SUCH TERMINATION.

If this same conduct, or conduct of a similar nature is repeated within twelve (12) months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.

EXHIBIT R
OF 2

This notice does not waive any other claims your landlord may have against you.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Rebecca Spinale
Rebecca Spinale, Esq.

I certify that a true and correct copy of the foregoing Notice on the above named tenant(s) this 15 day of August 2014 at 4:15 (a.m.) (p.m.) by:

- personally serving same upon said tenant.
- posting same at the above-described premises in the absence of said tenant.

Served by: [Signature]

cc: Progresso Pointe Apartments

EXHIBIT 2 OF 2

619 No. Andrews Avenue, #418
Fort Lauderdale, FL 33311
8/22/14

Miss Rebecca Spinale, Esq.
Lowenhaupt Sawyers & Spinale
Suite 201
7765 SW 87 Avenue
Miami, FL 33173

Via email to: lawoffice@fl-landlord.com

RE: RESPONSE TO AUGUST 15, 2014 SEVEN DAY NOTICE TO CURE AND KOZICH'S 7-DAY NOTICE TO CURE SERVED PURSUANT TO FLA.STAT. 83.51(1), 83.56 and 83.64.

Dear Miss Spinale,

I am responding to your August 15, 2014 Notice and as a follow-up to my August 8, 2014 Response to the Tenant Survey (Exhibit N) in which I requested assistance with establishing a Tenants Association at Progresso Point.

Also, this is my 7-Day Notice to Cure served pursuant to Fla. Stat. 83.51(1), 83.56 and 83.64.

RESPONSE:

Your Notice is defective and legally insufficient because you do not state whom you represent. Please amend your notice stating the name(s) of the person(s) and entity(ies) you represent, and indicating whether that person(s) and entity(ies) in turn are authorized agents for the owner, Reliance-Progresso Associates, LTD., to serve the Notice. With that caveat and presuming you are the authorized agent for the owner or its authorized agent and will amend your Notice accordingly, I will address your Notice here.

I have attached a copy of my August 11, 2014 letter (Exhibit O) to Miss Luisa Marrero of Professional Management, Inc. (PMI) which is self-explanatory. My VA case manager will verify that both Miss Marrero and Miss Vazquez of PMI have had it in for me and discriminate against me since before I even moved in. Miss Marrero and Miss Vazquez told me repeatedly and in front of my VA Case Manager that I should not have gotten an apartment at Progresso Point and should consider myself very lucky to have gotten one. I was not given the opportunity to select my apartment. I was told basically, "Take it or leave it." I first saw my apartment late Friday afternoon, March 7, 2014, and Miss Vazquez told me that I had to move in that afternoon. Miss Vazquez also said that

I had to have electric service before she would give me possession. Based on information I had received about PMI practices, conduct and reputation, and fortunately for me, I came prepared and had already established an open account with FPL. I called FPL in front of Miss Vazquez at that moment to give it the apartment number for service. It very much came as a surprise to Miss Vazquez that I had already established an account with FPL. With her short notice of less than an hour, I believe Miss Vazquez fully planned and expected me not to have FPL service so she could deny me possession and rent the apartment to someone else.

And, I did not receive the lease until about June 5, 2014. The lease is in error and has never been corrected. The lease indicates a start date of March 7, 2014 with no reduction in rent for only 3 weeks in March. Progress Point is collecting a full months rent for March but I only had possession for 3 weeks in March. Actually, the lease should start on March 8, 2014 because I did not gain possession until late in the afternoon of March 7th and with such late notice did not move in until March 8th. The lease, rents and deposits need to be adjusted starting from March 8, 2014, and the appropriate refunds issued. HUD would consider it a fraud that Progresso Point collected rent for the full month of March. I called Miss Marrero at her office, but she never returned my calls, and for the first time on August 7, 2014 she finally gave me her email address.

Your Notice is ambiguous, contrary and contradictory. It also speaks to generalities, you speak nothing as to specifics of any "violations" and you do not reference any law or code violations. An "over cluttered condition in the apartment", as you characterize the state of my apartment, is not a violation of any law, code or ordinance, or even the lease. Besides, what is an "over cluttered condition"? Who, what, when, where, why and how decides that an "over cluttered condition" is a violation of any code or ordinance, or the lease? What are the parameters for an "over cluttered condition"? An "over cluttered condition" is your subjective opinion of my apartment which you have not even seen. How can you express your opinion in legal terms that my apartment is in "an over cluttered condition" when you have not even seen my apartment? And, my one bedroom apartment is very small, having a net air-conditioned area of approximately 621.6 Sq. Ft. so it may look cluttered to someone whose bedroom alone is that size. The most utilized definition as found in the Merriam-Webster dictionary defines "clutter" as "to fill or cover (something) with many things." The definition certainly does not indicate a violation of any law or code, or even the lease.

My apartment is in a state of flux. I have not finished moving in. I have not completed furnishing or decorating my apartment. The only items hanging on my walls are a clock and a shelf, no paintings, mirrors or other wall decorations. Even the floor coverings still have their price tags still attached. I have not had the time to finish because, and as I explained to Miss Vazquez, since I took possession that I have had 2 major surgeries

and am scheduled for a third surgery in September. I am at the doctor's office at least 4x a week and need to exercise and swim. Only in the subjective mind of PMI and yourself is my apartment "cluttered". Miss Marrero said that I could not even keep the box that my TV came in, that I had to throw the TV box out (Exhibit O). As the agent you should have at least seen my apartment before sending your Notice.

On August 20, 2014 at approximately 1 PM, my VA case manager conducted her monthly inspection of my apartment. She indicated that it may be a little cluttered but she did not see any code violations or any blockage or hindrance of ingress or egress which would present a fire hazard. She also could not understand why PMI considers the cardboard box that my TV came in to be a fire hazard, and why PMI insists on me throwing it out. My VA case manager insists on her presence at any inspection(s) of my apartment.

An objective and neutral authoritative third party should conduct any inspection. I suggest that you contact the Fire Department and the Insurance Company to inspect the building and my apartment. There are very serious code violations in this building, which PMI conveniently overlooks and chooses not to enforce. And, no path of ingress or egress is blocked in my apartment. Following the inspection, I will remedy specific life safety violations of any ordinances, codes or statutes.

Additionally, your August 15, 2014 Notice is retaliatory which is prohibited by Fla.Stat. 83.64. With my August 8, 2014 Response to Tenant Survey (Exhibit N) you will note that I requested assistance with establishing a Tenants Association in order to maintain a high standard of living. I never heard back from PMI as to assistance with establishing a Tenants Association. A week later you served your Notice.

Your August 15, 2014 Notice is also retaliatory which is prohibited by Fla.Stat. 83.64 because I requested information from the Broward County Housing Authority (BCHA) and the building owner, Reliance-Progresso Associates, LTD., for information and assistance with establishing a Tenants Association to maintain a high standard of living.

KOZICH'S 7-DAY NOTICE TO CURE SERVED PURSUANT TO FLA.STAT. 83.51(1), 83.56 and 83.64.

This is my 7-Day Notice to Cure served pursuant to Fla.Stat. 83.51(1), 83.56 and 83.64.

Repeatedly PMI is in violation of the lease, laws, codes and ordinances:

1. For the reasons stated in my Response above, I was and continue to be discriminated against when I made application and became a tenant at Progresso Point. And for the reasons stated in my Response above, PP's Notice is retaliatory.

2. Each apartment is separately metered for water and sewer. Since May 25, 2014 Progresso Point has charged me an excessive amount for water and sewer (Exhibit H, J, and M). It has been almost 3 months now, and still nothing is being done to correct the excessive water billing. When the problem first started Miss Vazquez lied that there was nothing she could do and blamed the billing company. The problem continues. I will continue to deduct the excess charge from my water bill. This applies to all tenants who are due a refund for paying excessive water and sewer bills. The small (E) on the water bill tells you that the bill is estimated and excessive.

3. I have notified PMI on numerous occasions (Exhibit F, G, H, J, N, and Q) not to come into my apartment, unless it is an emergency, without a pre-arranged appointment so I can be present. PMI continues to come into my apartment unannounced and without my presence. This applies to all tenants.

4. PMI attempts to gain entry unannounced and without an appointment. Several times Miss Marrero or Miss Vazquez, or both, knocked on my door unannounced and without an appointment asking to speak with me as a ruse to gain entry to my apartment. The latest being August 7, 2014 (Exhibit O) when Miss Marrero and Miss Vazquez knocked on my door unannounced and without an appointment ostensibly to discuss my emails, which Miss Marrero later denied. This was just a ruse by Miss Marrero and Miss Vazquez to gain entry to my apartment. Unless it is an emergency, PMI is required to make pre-arranged appointments to gain entry to an apartment. This applies to all tenants.

5. Adjustment in my lease, rent and deposits, with March 8, 2014 as the start of my lease, and the appropriate refunds issued. This applies to all persons who were charged and paid for occupancy when they were not in possession, and including refunds to HUD and any other agency.

6. Miss Vazquez lied that she had the water filter in my apartment changed before I took possession in March 2014, but she produced no records. The filter manufacturer requires that the filter be changed every 3 months or 24,000 gallons, whichever ever occurs first. At my request Miss Vazquez had the filter changed on June 5, 2014 but without any notice or my presence (Exhibit F). I had been out and fortunately just returned as the maintenance man was leaving. I was able to collect several ounces of filtered-out material from the used filter. Therefore, PMI needs to establish scheduled maintenance to replace the water filter every 3 months, i.e. 9/5/14, 12/5/14, etc. This applies to all residences.

7. At my request Miss Vazquez had the a/c filter changed on June 5, 2014 but without any notice or my presence (Exhibit F). I was out and fortunately just returned as the maintenance man was leaving. I pointed out that the a/c filter he had just installed was too small and kept flopping about especially when the a/c unit turned on. The maintenance man left and came back with the proper size filter. The a/c filter needs to be changed out at a minimum of once every 3 months (more often in summer) and with the correct size. Therefore, PMI needs to establish scheduled maintenance to replace the

a/c filter at least once every 3 months, i.e. at least 9/5/14, 12/5/14, etc. This applies to all residences.

8. Towing signs need to be installed in the parking garage to include listing reasons for being towed and the name, street address, email address, and phone number including the hours of operation of the towing company where the towed vehicle may be recovered. Also, vehicles that have PP parking stickers and are known to belong to persons who have handicap placards, such as myself, but who sometimes forget to attach the placard to the rearview mirror, should not be towed, or if towed, the vehicle should be returned to its owner with no towing fees or charges. This applies to all tenants with handicap placards.

9. The rules of the building need to be summarized, posted and copies provided to all tenants.

10. More of PMI's Discriminatory practices.

A. Not allowing me to dispose of my old bed into the dumpster, but then twice allowing tenants to dispose of their beds, mattresses and box springs in the dumpster.

B. The lease rules do not permit the parking of a commercial vehicle. When I moved in and with no explanation from PMI, PMI would not allow me to place a POD in the garage but a few days later allowed a commercial Budget rental Truck which was twice the size of the POD to remain parked in the garage for over 4 days. (Exhibit D).

C. Discriminating against Veterans for housing in favor of minorities.

11. Today, August 22, 2014, PMI closed its PP office with a posted notice that the office would be closed all day for training. However, PMI knew well in advance that its PP office would be closed but failed to so advise the tenants. And, it was not an emergency situation. For the past several months PMI has not been maintaining its posted office hours; PMI has staffed the PP office only about 75% of the time. Each month PMI should post in advance the monthly office schedule for PP.

12. PMI as the property manager is not in compliance with Fla.Stat. or Florida Administrative Code (FAC) in regards to its signage at PP (Exhibit B).

13. PMI is engaged in unlicensed real estate activity because it hires and retains Miss Marrero and Miss Vazquez, and there may well be others at the properties PMI manages throughout the 18 Florida cities in which it manages properties, who are not licensed real estate brokers or sales persons, as property managers in violation of Fla.Stat. and FAC (Exhibit A).

14. Miss Luisa Marrero, regional property manager for PMI, and having oversight of PP and Miss Olga Vazquez, is engaged in unlicensed real estate activity because she is not a licensed real estate broker or sales person as required by Fla.Stat. and FAC (Exhibit A).

15. Miss Olga Vazquez, property manager for PMI at PP, is engaged in unlicensed real estate activity because she is not a licensed real estate broker or sales person as required by Fla.Stat. and FAC (Exhibit A).

16. EXCESS NOISE. PMI is discriminating and not enforcing the lease against excessive noise. Tenants should be required to turn down their electronic devices after 10 PM so that people can get some sleep. Tenants should be evicted if PMI gets three complaints about noise above 60 decibels after 10 PM.

17. NUSIANCE COMPLAINTS. PMI is discriminating and not enforcing the lease against nuisance tenants. Tenants should be evicted if PMI gets three complaints or if the police have answered three complaints for domestic disputes, disturbing the peace, etc.

18. I reference and incorporate herein my August 8, 2018 Response to the Tenant Survey (Exhibit N) for a further list of violations that need to be corrected by PMI.

Just from the previously mentioned you can see there is a need for a Tenants Association. There are other issues which a Tenants Association would address. I renew my request assistance with forming a Tenants Association.

This Response and Notice is provided to you with a reservation of all of my rights and privileges under the law and by contract.

I appreciate your prompt attention to these matters.

Sincerely,



Don Kozich

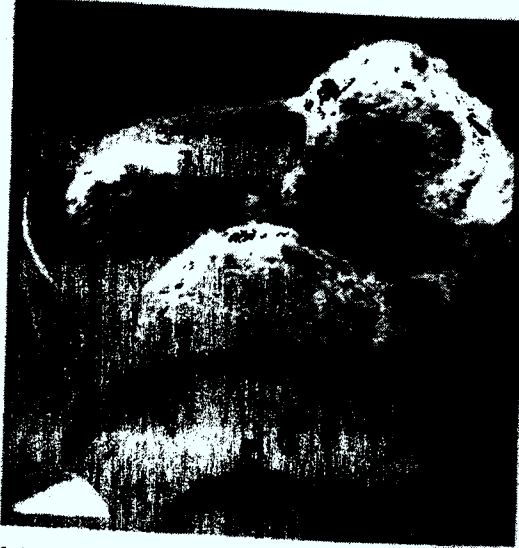
Cc Via email to:

adeibert@bchaf1.org
jnicole@gunster.com
progressopoint@pmiflorida.com
luisam@pmiflorida.com
lbesley@brhpc.org


**PROGRESSO
POINT**

619 N Andrews Avenue • Fort Lauderdale, FL 33311 • (954) 463-9110

AUGUST 2014



NOTES & NEWS

Pest Control Schedule

A friendly reminder on our pest control schedule for the month of August. We will be servicing all units on the 5th, 6th, 7th and 8th floors on Aug. 6. If you have any pets, please make sure that they are secured. Thank you for your cooperation.

FOR YOUR SAFETY AND OTHERS'!

Please DO NOT open the doors to strangers. Direct them to the Resident Directory and allow the resident to grant access to their guest.

How Use for Marbles

When arranging fresh flowers, add some marbles to the vase to help stabilize the stems.

Fitness Tip: Be a Kid Again

Want to make exercise more fun? Bring back the playground activities you loved as a kid. Get a boost of cardio by jumping rope, and strengthen your abs with a hula hoop.

A

HIGH

**DON'T
FORGET
THE
POOL
RULES!**

A Friendly Reminder!

Please make sure that you and your guests adhere at all times to the Rules and Regulations posted in the pool area and management policies. Also keep in mind that your guest must always be accompanied by you, "the resident."

Blend a Smoothie Sensation

Beat the heat this summer with a cold, refreshing beverage that's good for you, too. WebMD offers a list of healthy ingredients to help you create your favorite concoction. Just pick a combination of the liquids and mix-ins from the list below, or use other nutritious items, and whirl them together in a blender for a sweet treat:

Liquids: orange juice, apple juice, yogurt, ice chips or water.

Mix-ins: bananas, grapes, strawberries, blueberries, oranges, raw or cooked veggies, papaya, apples, nuts, tofu or goat cheese.

Extras: powdered milk, honey or cocoa powder.

3 Things You Need to Know

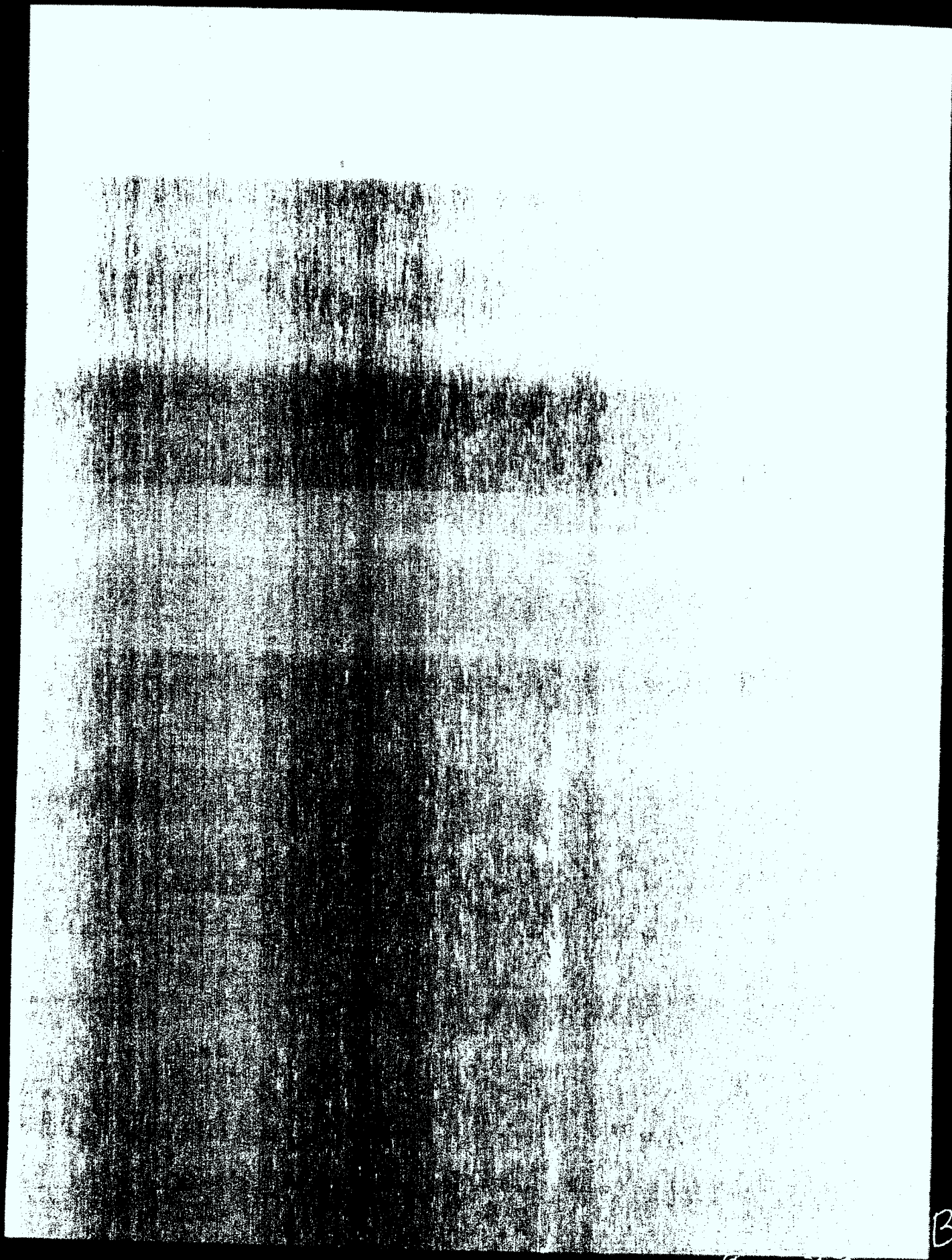
Regardless of your age or current physical condition, you can reap the physical, mental and emotional rewards of exercise. HelpGuide.org offers these tips:

- 1) Start slow, and gradually increase your activity level. Reaching even a small goal will keep you motivated.
- 2) Make exercise part of your daily routine.
- 3) Wear supportive footwear and comfortable clothing that doesn't restrict your movement.

BULLETIN

*
At Your Service
Regional Manager
Luisa Moreno
Property Manager
Olga Vazquez
Maintenance Tech.
Miguel Hernandez
Office Number
(954) 463-9110
Office Hours
Monday-Friday
9 a.m.-6 p.m.
Closed
Saturday-Sunday

*
16257



B

NOTICE OF TRASH VIOLATION

SEVEN DAY NOTICE TO CURE

Date: 04/14/2014

From: Luisa Marrero / Regional Manager
Progresso Point
619 N Andrews Ave
Ft Lauderdale, FL 33311-7407
(954) 463-9110

To: Don Kozich (HUD), and all others in possession
619 N. Andrews Avenue Apt 408
Ft. Lauderdale, FL 33301

You are hereby notified that you are in violation of Florida Statute Chapter 83, and your lease agreement paragraph 38 (see-attached copy of lease agreement) which states: You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions or infestation of pests and vermin in your apartment, adjacent common areas (such as Brezeways) and other common areas of the apartment community.

TRAHS/LITTERING: You disposed a mattress in the parking area on Sunday April 11th 2014 about 3:00 PM. We pride ourselves on the attractive appearance of our neighborhood if we find that you are improperly disposed of trash/garbage anywhere in the community or by the trash chute area are subject to a "fine". Please govern yourself accordantly to pay \$75.00 of the mattress removal.

THIS INCLUDES TRASH LEFT OUTSIDE OF YOUR FRONT DOOR: This is a second violation since you move in on March 7, 2014

DEMAND IS HEREBY MADE THAT YOU REMEDY THE NONCOMPLIANCE WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS NOTICE OR YOUR LEASE SHALL BE DEEMED TERMINATED AND YOU SHALL VACATE THE PREMISES UPON SUCH TERMINATION.

If the same conduct, or conduct of a similar nature, is repeated within twelve (12) months, your tenancy is subject to termination without your being given an opportunity to cure the non-compliance. This notice does not waive any other claims your landlord may have against you.

GOVERN YOURSELF ACCORDINGLY.

Luisa Marrero
Regional Manager

I certify that I served a true and correct copy of the foregoing Notice on the above named resident(s) this 14th day of April, 2014 at 1:00 (a.m.) (p.m.)

EXHIBIT 5
9 OF 33 1/2

- personally serving same upon said resident.
- posting same at the above-described premises in the absence of the said resident.

Served by *Rusia R. Rano*

EXHIBIT 5
10 OF 39 2/2

619 No. Andrews Avenue, #418
Fort Lauderdale, FL 33311
4/15/14

Miss Luisa Marrero, Regional Manager
Professional Management, Inc.
Progresso Point Apartments
619 No. Andrews Avenue
Fort Lauderdale, FL 33311-7407

RE: April 14, 2014 Seven Day Notice to Cure Notice of Trash Violation (Notice)

Dear Miss Marrero,

I obtained your phone number from Miss Christy Munoz, called twice and left messages. You did not return my calls.

Since your Notice appears to be a legal document, I am responding in kind. I will address your Notice paragraph by paragraph.

Although you stated in the first paragraph of your Notice that you attached the lease agreement to your Notice, you did not attach the lease. And, I do not have a copy of the lease. Several times I requested a copy of the lease from Miss Olga Vazquez, my latest request being shortly before payment of my April 2014 rent. Miss Vazquez responded that she would provide a copy when the lease is fully executed. I also requested a copy of the building rules. Miss Vazquez responded that the rules are in the lease. In the best interest of the operation of the building the rules should be summarized with a copy provided to the tenants. Please provide the tenants with a copy of the rules and me with a copy of the lease?

TRASH/LITTERNG: Immediately upon receipt of your Notice I spoke with Miss Munoz and explained to her that on Friday afternoon I took delivery of a new bed. I made arrangements to donate my old Queen size bed to my church, but I had no where to store it over the weekend until it could be picked up on Monday, which is the same date of your Notice. So, I divided my old and very large Queen size bed. Over the weekend I stored the very large mattress in my bathroom, leaving very little maneuvering room, and stored the box springs in an out of the way corner of the 3rd floor parking garage which is the subject of your Notice. The bed was picked up Monday evening. I apologize for any inconvenience.

THIS INCLUDES TRASH LEFT OUTSIDE OF YOUR FRONT DOOR: I know nothing about a violation for trash being left outside of my front door and nothing about this being "a second violation since you moved in on March 7, 2014." I never received a first notice. Please provide me with a copy of the first notice and explain of which you speak?

While we are on the topic of violations, your rules do not permit commercial vehicles in the parking garage. But you permitted a 16 foot bed Budget rental truck to sit in the 1st floor parking garage for 4 days. Yet when I requested permission from Miss Vazquez to allow a POD container to be similarly situated as the Budget truck, you denied my request. Please explain this contradiction and why you denied my request?

One other point, your rules do not allow back-in parking. Perhaps you are not aware but a much higher percentage of injuries and deaths are caused when people back out of the parking space. This is because the driver cannot see who is behind them when backing out. Perhaps you should look into changing the rule to permit back-in parking?

I appreciate your prompt attention to this matter.

Sincerely,

Don Kozich

Faxed to 3052795703

Cc Miss Olga Vazquez via email to 'progressopoint@pmiflorida.com'
Miss Mercedes Nunez, President; Broward Workforce Communities, Inc.; GP
of Reliance-Progresso Associates, LTD; Unit #7101, 7443 NW 33 Street,
Davie, FL 33024

619 No. Andrews Avenue, #408
Fort Lauderdale, FL 33311
5/21/14

Miss Olga Vazquez, Property Manager
Professional Management, Inc.
Progresso Point Apartments
619 No. Andrews Avenue
Fort Lauderdale, FL 33311-7407
Emailed to: progressopoint@pmiflorida.com

RE: REQUEST FOR MAINTENANCE #408

Dear Miss Vazquez:

After being a resident for almost 3 months I request maintenance in my apartment as follows:

1. Change A/C filter. The filter has not been changed since I moved in. The A/C filter should be changed out at least once each month especially during the summer. Changing out the filter monthly increases air quality and reduces energy usage.
2. Repair slow bathtub drain. I checked and there is no way to remove the stopper to remove any blockage. I have not been able to clean the bathtub because it drains so slowly.
3. Bifold door at the washer/dryer comes off its track.
4. Excessive train and traffic noise come through the bathroom vent. Please block out the excessive noise.
5. There appears to be a water filter installed. The filter needs to be checked and replaced especially after 2-3 years of usage. What is the standard and time frame for removal and replacement of the filter?
6. The towel bar in the bathroom fell off the wall. It appears that the connection of the towel bar to the wall was installed improperly.
7. I need assistance with setting the programmable A/C thermostat.

Please advise me of the status of the maintenance.

I appreciate your prompt attention to this matter.

Sincerely,

Don Kozich
954.709.0537

619 No. Andrews Avenue, #408
Fort Lauderdale, FL 33311
6/5/14

Miss Olga Vazquez, Property Manager
Professional Management, Inc.
Progresso Point Apartments
619 No. Andrews Avenue
Fort Lauderdale, FL 33311-7407

RE: REQUEST FOR MAINTENANCE #408

Dear Miss Vazquez:

I request maintenance in my apartment as follows:

1. **WATER FILTER CHANGE OUT:** Previously I requested that the water filter be changed. On 5/29/14 you stated that your records show that the water filter was changed before I moved in. You also said that you did not have the time to research the model of the filter. However, earlier that morning your maintenance engineer had a filter in his possession for a different apartment. You could have asked him for the information. The water filter is a GE Model No GNWH38S with a filter, Part No. FXHTC, that requires changing every 90 days. It has been more than 90 days since the filter was last changed. Please schedule maintenance to change out the water filter.
2. **AIR FILTER CHANGE OUT AND CLEANING OF A/C UNIT.** Previously you indicated that the A/C air filter gets changed out once every 90 days. Your maintenance engineer checked the A/C filter, saw that it was not dirty and did not change it. However, it appears that he replaced it wrong side down and the filter is too small for its opening allowing unfiltered air to get into the A/C unit. And there are screws missing from the A/C unit to seal it from air leakage. Most likely the coils are dirty and need to be cleaned. Please schedule maintenance to correct these deficiencies and change out the air filter and clean the coils.

I wish to be present when the maintenance is performed. Please call me to arrange a convenient date and time.

I appreciate your prompt attention to this matter.

Sincerely,

Don Kozich
954.709.0537

COPY emailed to: progressopoint@pmiflorida.com

619 No. Andrews Avenue, #408
Fort Lauderdale, FL 33311
6/21/14

Miss Olga Vazquez, Property Manager
Professional Management, Inc.
Progresso Point Apartments
619 No. Andrews Avenue
Fort Lauderdale, FL 33311-7407

RE: FOLLOW-UP TO 140605 REQUEST FOR MAINTENANCE #408

Dear Miss Vazquez:

On June 5, 2014 I requested maintenance in my apartment and the follow-up as follows:

1. **WATER FILTER CHANGE OUT:** Previously I requested that the water filter be changed. On 5/29/14 you stated that your records show that the water filter was changed before I moved in. You also said that you did not have the time to research the model of the filter. However, earlier that morning your maintenance engineer had a filter in his possession for a different apartment. You could have asked him for the information. The water filter is a GE Model No GNWH38S with a filter, Part No. FXHTC, that requires changing every 90 days. It has been more than 90 days since the filter was last changed. Please schedule maintenance to change out the water filter.

FOLLOW-UP: Your maintenance engineer changed out the water filter. It appears that your records are inaccurate; the filter had not been changed when I moved-in. From the pics attached evidencing the residue and contaminates that I was able to scrape off the filter; the filter had not been changed for some time (much longer than 90 days).

2. **AIR FILTER CHANGE OUT AND CLEANING OF A/C UNIT.** Previously you indicated that the A/C air filter gets changed out once every 90 days. Your maintenance engineer checked the A/C filter, saw that it was not dirty and did not change it. However, it appears that he replaced it wrong side down and the filter is too small for its opening allowing unfiltered air to get into the A/C unit. And there are screws missing from the A/C unit to seal it from air leakage. Most likely the coils are dirty and need to be cleaned. Please schedule maintenance to correct these deficiencies and change out the air filter and clean the coils.

FOLLOW-UP: The wrong size filter (too small) was being utilized in the A/C unit. Your maintenance engineer had again installed the wrong size A/C filter, and after I showed him the problem with unfiltered air leaking around the too small filter, he installed the correct (larger) size filter. However, the coils of the A/C unit may be in need of cleaning. Also, I had your engineer install the missing screws to seal the A/C unit (he had missed installing the screws).

EXHIBIT 5
15 OF 33

G
1/2

I wish to be present when the maintenance is performed. Please call me to arrange a convenient date and time.

FOLLOW-UP: No one from your office called to meet me. I had been gone the morning of June 5th and came home just as your maintenance engineer was leaving. I checked his work and had him make the corrections noted above. Again, I wish to be present when maintenance is performed.

I appreciate your prompt attention to this matter.

Sincerely,

Don Kozich
954.709.0537

COPY emailed to: progressopoint@pmiflorida.com

619 No. Andrews Avenue, #408
Fort Lauderdale, FL 33311
6/21/14

Miss Olga Vazquez, Property Manager
Professional Management, Inc.
Progresso Point Apartments
619 No. Andrews Avenue
Fort Lauderdale, FL 33311-7407

RE: #408 WATER LEAKAGE AND EXCESSIVE WATER USAGE

Dear Miss Vazquez:

I just received the 4/26-5/25 (May) water bill which indicates a water usage of 3270 gallons or 109 gal./day.

However, both of my prior bills indicate a water usage of 16.5 gal./day.

Therefore, there is either a water leak or some other problem.

Please check this out and advise me of the problem and solution.

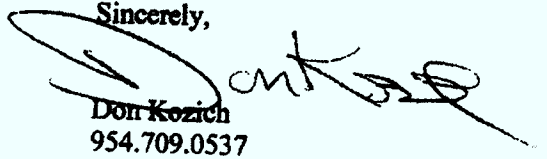
Also, I am owed a credit of \$21.99 for the problem. Do you want me to deduct the \$21.99 from the payment of the water bill? Please let me know. And, because of the time delay most likely there will be a credit owed on the June water bill.

Please let me know.


I do not need to be present while you investigate this problem.

I appreciate your prompt attention to this matter.

Sincerely,


Don Kozich
954.709.0537

COPY emailed to: progressopoint@pmiflorida.com

		619 N ANDREWS AVE APT 408 04/28/2014-05/23/2014 30
Sewer Service Sewer Service Billing Fee Meter Read Fee	854 units @ 0.024825 per unit 854 units @ 0.024825 per unit	\$45.04 \$2.32 \$0.20
07/01/2014		\$28.63
Reading Hot/Cold 488	Difference 6320(E) 554	Usage 854 x 5 GAL units
• (E) Indicates Meter Estimation • Please make checks payable to the property and send payments, billing disputes and written inquiries to: Progressive Water Agency, Attn: Property Manager, 619 N. Andrews Avenue, Fort Lauderdale, FL 33311. • For billing information, please call toll-free (866) 679-6465. Enroll in our eBill service TODAY. Go Green; Go Paperless! Visit us online at www.nwpr.com		

3270 gal.

109 gal/day


$$\frac{4.97}{16.2} = .307$$

$$30 \times .307 = 9.21$$

9.21 / day May
 .134/d April

credit .733/day
 x 30

21.99
 H 2/3
 EXHIBIT 18 of 33

888034702-001		03/15/2014
		1776
619 N ANDREWS AVE APT 408		
03/26/2014-04/25/2014		31
Sewer Service Submetered Sewer Service Billing Fee Meter Rent Fee	102 units @ 0.00000 per unit 102 units @ 0.00000 per unit	\$1.35 \$2.80 \$2.32 \$0.30
06/01/2014		\$6.67

Reading	4896	04/25/2014	Usage	102	102 x 5 GAL units
Hot/Cold	4896	4896			

• Please make checks payable to the property and send payments, billing disputes and written inquiries to: Progress Pointe Apts. Attn: Property Manager, 619 N. Andrews Avenue, Fort Lauderdale, FL 33311.
 • For billing information, please call toll-free (888) 879-8455.
 Enroll in our eBill service TODAY. Go Green! Go Paperless! Visit us online at www.nwpresident.com

510 gal

16.5 gal/day

$$31 \left[\begin{array}{r} 1.55 \\ 2.60 \\ \hline 4.15 \end{array} \right] = 134/day$$

EXHIBIT 5
19 OF 33

11/3/3

OneSite

Page 1 of 1

Progresso Point

619 N Andrews Ave
 Ft Lauderdale, FL 33311-7407
 (954) 463-9110

Unit 408

Service request

151-1
 Status: In progress
 Created by: Olga Vazquez
 Submitted: 06/26/2014 9:44AM
 Printed: 06/26/2014 9:45AM

Location: Unit 408

Location information

Don T Kozich (HUD)
 619 N. Andrews Avenue #408
 Ft. Lauderdale, FL 33301
 (H) (954) 708-0537
 Days occupied: 111 Number of requests: 7
 Floor plan: 1x1-80%

Scheduling information

Assigned to: Miguel Hernandez
 Priority: Within 1 day, weekdays only
 PTE: Enter at any time
 Date/time preferred:
 Date/time scheduled:
 Complete SR by: 06/30/2014 05:00 pm

Request details

Entry notes: No Pet Warnings, No Additional Comments

Issue location:

Issue description: Plumbing, Water leak

Parts and equipment needed: -

Work notes: Please remember to leave your work area clean!

Service comments: Check unit for water leaks

Actions performed (check all that apply)

- Cleaned out plumbing
- Replaced fitting
- Shut off water
- Repaired leak
- Replaced plumbing
- Other - Please see completion notes
- Repaired water damage
- Replaced some pipe
- Other, please see comments

Other actions performed:

Date Completed: 6/26/14

Start time 9:40 End time 10:00 Charge None Status good

Parts used None

Due to an emergency, the maintenance staff entered your apartment

Service request # 151-1

Location Unit 408

Assigned to Miguel Hernandez

check water Meter Not leak

Signed Miguel

Date completed 6/26/14

EXHIBIT 20 OF 33 I

619 No. Andrews Avenue, #408
Fort Lauderdale, FL 33311
7/5/14

Miss Olga Vazquez, Property Manager
Professional Management, Inc.
Progresso Point Apartments
619 No. Andrews Avenue
Fort Lauderdale, FL 33311-7407

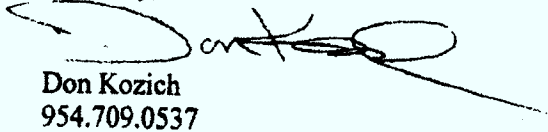
RE: #408 WATER LEAKAGE AND EXCESSIVE WATER USAGE

Dear Miss Vazquez:

For the Water Bill billing period from 4/26/14-5/25/14 and pursuant to my 6/21, 6/26 and 6/27/14 letters, I am paying the highest amount of the water bill for April 2017 for \$6.67, which I added to the monthly rent.

I appreciate your prompt attention to this matter.

Sincerely,



Don Kozich
954.709.0537



IDENTITY CHECK PRINTERS 1-800-724-7488

Account # 886034702-001 Bill Date 06/16/2014

NWP The bill you have received is from NWP Services Corporation, PO Box 10001 Inver, CA 92623-9001, a provider of billing services, and is not from the retail public utility. 17718

619 N ANDREWS AVE APT 408

Billing Period 04/26/2014-05/25/2014 NWP Meters 30

Description	Units	Rate	Amount
Unmetered Meter Service			\$18.04
Unmetered Meter Service			\$2.32
Billing Fee			\$0.30
Meter Read Fee			
Hot/Cold	654 units	0.024529 per unit	

07/01/2014

Reading 654/014 Meters 654 Uses 654 x 5 GAL units

Hot/Cold 486 (E)

- (E) Indicates Meter Estimation
- Please make checks payable to the property and send payments, billing disputes and written inquiries to: Progresso Point Apts, Attn: Property Manager, 619 N. Andrews Avenue, Fort Lauderdale, FL 33311.
- For billing information, please call toll-free (888) 679-6455.

Enroll in our eBill service TODAY. Go Green, Go Paperless! Visit us online at www.nwpresident.com

paid
~~6.67~~

EXHIBIT 5 J
22 OF 33 2/2



9095 Southwest 87th Avenue • Suite 777 • Miami, FL 33176 • Phone (305) 270-0870 • Fax (305) 279-5703

MEMORANDUM

TO: All Residents at Progresso Point
FROM: Management
DATE: July 31st, 2014
RE: Unit Inspections

Beginning on August 6th, 2014 management will be inspecting all apartments to ensure everything is in order for an upcoming state housing inspection that will be conducted on August 19, 2014. Please make sure that management has access to your apartment home during this time.

During their visit, random units will be selected and inspection of the units will include but not be limited to the list below:

*Accessibility to all rooms
Broken/loose toilet & toilet seats
Broken/missing smoke detectors
Broken windows/missing window screens
Broken/unplugged bathroom exhaust fan
Broken/exposed light fixtures
Water heater closet used as storage
Broken refrigerator gaskets (door seals)*

*Broken vanity mirror(s)
Mildew or the appearance thereof
Missing water stopper(s)
Broken/missing window coverings (blinds)
Damaged carpet
Excess storage in living areas
Inoperable stove elements (inc. oven)
Leaking faucets (including in bathroom)*

*Unauthorized occupants
Broken/missing towel bars
Blocked windows and doors
Broken/missing electrical & cable box covers
Burned countertop
Inoperable stove exhaust fan (hood) & light
Unsanitary living conditions
Inoperable garbage disposal*

In an effort to prepare for this inspection, please correct any issues with any of the above items and report all others to the management office. If management/maintenance finds any items that need to be repaired, we will need to re-enter the apartment on August 16th, 2014 to complete them.

Thank you in advance for your cooperation in this matter and if you have any questions or require further information, please do not hesitate to contact the management office at (954) 463-9110.

EXHIBIT 5
29 OF 33

K

619 No. Andrews Avenue, #408
Fort Lauderdale, FL 33311
8/4/14

Miss Olga Vazquez, Property Manager
Professional Management, Inc.
Progresso Point Apartments
619 No. Andrews Avenue
Fort Lauderdale, FL 33311-7407

Via: email to: progressopoint@pmiflorida.com
And
HAND DELIVERY

RE: RESPONSE TO JULY 31, 2014 STATE INSPECTION NOTICE


Dear Miss Vazquez:

This is my **THIRD REQUEST**. I wish to be present anytime anyone enters my apartment. So that I can be present, please provide 48 hour reasonable notice with the date and time before entering my apartment. Previously and although I had requested to be present, on June 5, 2014 your personnel entered my apartment without my permission or presence and changed out the water filter and a/c filter, and performed other maintenance without first providing me with notice. I had been out and returned just as your personnel was leaving, and had him change the a/c filter again with the correct size. Without any prior notice and without my permission or presence, your personnel also entered my apartment on June 26, 2014.

A question. Where in the lease does it say that the water heater closet cannot be utilized for storage? Please provide the specific section(s) and paragraph(s) of the lease for this requirement. And, this is not a typical tank water heater, but a demand water heater mounted against the back wall.

I appreciate your prompt attention to this matter.

Sincerely,


Don Kozich
954.709.0537

619 No. Andrews Avenue, #408
Fort Lauderdale, FL 33311
8/5/14

Miss Olga Vazquez, Property Manager
Professional Management, Inc.
Progresso Point Apartments
619 No. Andrews Avenue
Fort Lauderdale, FL 33311-7407

RE: #408 WATER LEAKAGE AND EXCESSIVE WATER USAGE

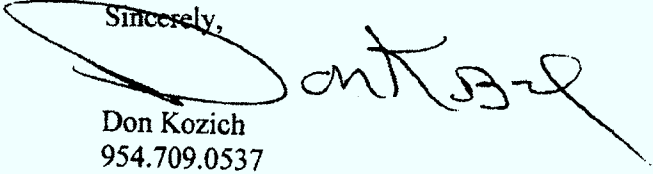
Dear Miss Vazquez:

The problem continues.

For the Water Bill billing period from 5/26/14-6/25/14 and pursuant to my 6/21, 6/26, 6/27 and 7/5/14 letters, and my emails, I am paying the highest amount of the water bill for April 2017 for \$6.67, which I added to the August monthly rent.

I appreciate your prompt attention to this matter.

Sincerely,


Don Kozich
954.709.0537


88434702-001		07/17/2014
		
619 N ANDREWS AVE APT 408		
05/26/2014-06/25/2014		31
Submetered Water Service	321 units @ \$0.0488 per unit	\$15.67
Submetered Sewer Service	321 units @ 0.023611 per unit	\$7.58
Billing Fee		\$2.32
Meter Read Fee		\$0.30
08/01/2014		\$14.86
Readings 05/26/2014 06/25/2014 Usage Hot/Cold 5320(E) 5641(E) 321 321 x 5 GAL units		
<ul style="list-style-type: none"> (E) Indicates Meter Estimation Please make checks payable to the community and send payments, billing disputes and written inquiries to: Community Water Dept., Chief Billing Manager, 619 N. Andrews Avenue, Fort Lauderdale, FL 33311. For billing information, please call toll-free (888) 679-8485. 		
Enroll in our eBill service TODAY. Go Green; Go Paperless! Visit us online at www.nwpremier.com		

EXHIBIT S
26 OF 33 M
2/2

**PROGRESSO POINT
RESIDENT SURVEY**

Dear Resident,

In an effort to improve our services to you, we would like your feedback so that we can better serve you in the upcoming year and for many years to come. Please answer the survey and turn it back in at your earliest convenience to the office, or feel free to drop it off in the rent box. Thank you and we hope to continue bringing you outstanding service.

where is it?

Survey must be turned in by August 8th to be eligible for a gift card raffle. \$\$\$

Please rate the following:

1. The pool
2. Gym
3. Community Room
4. Employees
5. Computer Lab
6. Cleanliness
7. Bike Racks
8. Library
9. Maintenance

Not Good	Fair	Good	Very Good	Excellent
<input checked="" type="checkbox"/>				
	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>			
		<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>			

See 1. attached

See 2. attached

A. What would you like to see in the community room?
See attached

B. What type of events would you like to see in the coming year?
See attached

C. What event did you most/least enjoy this past year?
Most: *See attached* Least: _____

D. What would you say would enhance and better your living at ^{PP} ~~Old Castle Village~~?
See attached

E. What other services would you like to see ^{PP} ~~Old Castle Village~~ have?
See attached

F. Please list any other comments, questions or concerns you may have:
See attached

Optional) Name Don Kozich Apt. 408

Date: 8/8/14

EXHIBIT 5
27 OF 33

N
1/3

619 No. Andrews Avenue, #408
Fort Lauderdale, FL 33311
8/8/14

Miss Olga Vazquez, Property Manager
Professional Management, Inc.
Progresso Point Apartments
619 No. Andrews Avenue
Fort Lauderdale, FL 33311-7407

Via: email to:
progressopoint@pmiflorida.com
luisam@pmiflorida.com
adeibert@bchaf1.org
jnicole@gunster.com

RE: #408 RESPONSE TO RESIDENT SURVEY

Dear Miss Vazquez:

1. POOL AND POOL AREA.
Pool needs to be heated. Being unheated the pool goes unused half the year.
Gas or electric BBQ grill added at the pool area.
There is only one table at the pool area. Need 2-3 additional round tables with umbrellas and chairs at pool area.
9. On going maintenance appears to be concentrated in the lobby area for show to be seen by owner, dignitaries and prospective tenants.
 - A. Bulletin board needs to be provided in the community room where tenants can post their own notices.
 - B. Monthly catered party for all tenants.
Catered Christmas party for all tenants.
Catered Super bowl party for all tenants.
 - C. Other than FLPD, no events have been noticed or scheduled by management.
 - D. Request assistance in formation of a tenant's association to maintain a high standard of living.
 - D. Need cooler hallways- currently too hot. Hallways should be kept at the same temperature as the lobby.
 - D. Allow short term guest parking. Landlord can issue dated parking passes for maximum of 48 hours per week and limited to one pass per week or month per apartment. No long term parking for guests.
 - D. Allow back-in parking (much safer for driver when pulling out).

N
2/3

D. Rules should be summarized and a copy of the summary provided to all tenants. And, the Rules that I know about are not being enforced uniformly, i.e. mattresses and bed springs being dumped in trash room and sitting there for over two weeks now.

D. Except in an emergency, the landlord should not enter any apartment for inspection or maintenance without at least 48 hour notice and with a mutually agreeable date and time.

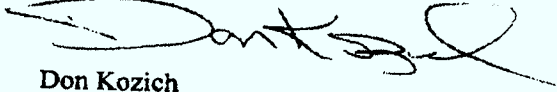
D. Accurate and timely response from PMI relating to issues.

D. Open forum with PMI to discuss and address issues.

E. Add Bow-flex and leg extension workout machines in exercise room.

I appreciate your prompt attention to this matter.

Sincerely,



Don Kozich
954.709.0537

cc Luisa Marrero, Regional Manager, PMI
Jennifer Nicole, Esq., Chairperson, Broward Workforce Communities, Inc.
Ann Deibert, Registered Agent; Broward Workforce Communities, Inc.

619 No. Andrews Avenue, #418
Fort Lauderdale, FL 33311
8/11/14

Miss Luisa Marrero, Regional Manager
Professional Management, Inc.
Progresso Point Apartments
619 No. Andrews Avenue
Fort Lauderdale, FL 33311-7407

Via email to: luisam@pmiflorida.com
progressopoint@pmiflorida.com
adeibert@bchaf1.or.g
jnicole@gunster.com

RE: CANCELLATION of August 14, 2014 Meeting

Dear Miss Marrero,

On August 7, 2014 you came to my door with Miss Vasquez unannounced and without any notice or appointment ostensibly to gain entry to my apartment. You had woken me up and I denied you entry.

You said, which you later denied, that you wanted to discuss my emails. I responded that I would come to the office.

When I got to the office, you said you were short of time. I responded that we can reschedule, which we did to August 14, 2014. You also refused to speak with me privately.

In your short time, we discussed with Miss Vasquez my emails regarding the excessive monthly water bills with which you were not versed and had no answers. Although the overbilling has been ongoing for 2 months now, our discussion came to naught.

You raised the issue of cardboard boxes, such as the box that my TV came in, as not permitted because they are a fire hazard but you had no definitive lease reference. I stated that cardboard boxes are not a fire hazard and that no path of ingress or egress in my apartment is blocked. I also stated that you are not objective and requested an inspection of my apartment by the fire department, which you denied.

I do not wish to waste my time discussing issues with which you are not familiar and have no solution.

As you are not familiar with the issues, I suggest that you first review my emails and the issues.

Therefore, please cancel the August 14th meeting and respond to the issues and my emails via email.

I appreciate your prompt attention to these matters.

Sincerely,



Don Kozich



9095 Southwest 87th Avenue · Suite 777 · Miami, FL 33176 · Phone (305) 270-0870 · Fax (305) 279-5703

MEMORANDUM

TO: All Residents at Progresso Point
FROM: Management
DATE: August 12, 2014
RE: Property Inspection

Previously, a notification was posted to all residents regarding an upcoming state housing inspection. Please note that the notice was posted in error. There will be an inspection conducted of the property, but it is not a state housing inspection.

The property inspection will be conducted on **Thursday, August 21, 2014,** between the hours of **9:00AM to 6:00PM.**

We apologize for any inconvenience we may have caused and we thank you in advance for your cooperation.

If you have any questions or require further information, please do not hesitate to contact the management office at (954) 463-9110.

EXHIBIT 5
32 OF 33

P
1/1

619 No. Andrews Avenue, #408
Fort Lauderdale, FL 33311
8/19/14

Miss Olga Vazquez, Property Manager
Professional Management, Inc.
Progresso Point Apartments
619 No. Andrews Avenue
Fort Lauderdale, FL 33311-7407

Via email to:

lawoffice@fl-landlord.com
progressopoint@pmiflorida.com
luisam@pmiflorida.com

RE: RESPONSE TO AUGUST 12, 2014 CORRECTED INSPECTION NOTICE FOR
AUGUST 21, 2014

Dear Miss Vazquez:

As we are in litigation and on the advice of counsel, unless it is an emergency and until the litigation is disposed, no one is to enter my apartment on August 21, 2014, or any other day or time.

In addition, upon disposition of the litigation, this is my **FOURTH REQUEST** for proper and reasonable notice. Unless it is an emergency, I wish to be present anytime anyone enters my apartment. So that I can be present, please provide 48 hour reasonable notice with an agreed date and time before entering my apartment.

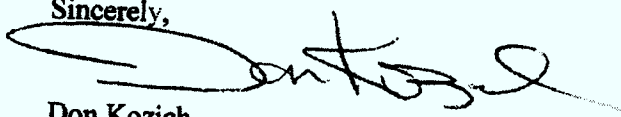
Previously and although I had requested to be present, on June 5, 2014 your personnel entered my apartment without notice and without my permission or presence, and changed out the water filter and a/c filter, and performed other maintenance. I had been out and returned just as your personnel was leaving, and had him change the a/c filter again with the correct size.

Without any prior notice and without my permission or presence, or a prior appointment, your personnel again entered my apartment on June 26, 2014.

Without any prior notice or an appointment, and along with Miss Marrero, you again attempted to gain entry into my apartment on August 7, 2014. Miss Marrero stated, which she later denied stating, that she wanted to discuss my emails. This was just a ruse to gain entry into my apartment.

I appreciate your prompt attention to this matter.

Sincerely,



Don Kozich
954.709.0537

CITY OF FORT LAUDERDALE
FIRE RESCUE DEPARTMENT
FIRE PREVENTION BUREAU
www.fortlauderdale.gov

528 N.W. 2nd Street
Fort Lauderdale, FL 33311-9108
OFFICE: (954)828-6370
FAX: (954)828-5338

INSPECTION REPORT

INSPECTOR CONTACT INFORMATION: CLAUD POEHL 954 594-4443
INSPECTION DATE: 09/12/2014

ADDRESS: 619 N ANDREWS AVE

ZONE:200

OCCUPANT:RELLANCE-PROGRESSO ASSOCIATES LTD

ACCOUNT: 23159650

VIOLATION(S)

9000 NO VIOLATIONS FOUND
TO WIT: Resident in unit 408 requested an inspection of his apartment to be performed. Upon arrival, no fire violations were found.

CORRECTIVE ACTION: See towit text.

INSPECTION TYPE: CZC
INSPECTION RESULT (P=Passed, F=Failed, C=Cancelled, I=Incomplete): P

NOTE: A RE-INSPECTION WILL BE MADE:
NO VIOLATIONS

PROMPT ACTION SHALL BE TAKEN TO CORRECT ABOVE INDICATED VIOLATIONS.
IF CORRECTIONS ARE NOT MADE UPON RE-INSPECTION, AN ADDITIONAL RE-INSPECTION FEE WILL BE CHARGED FOR EACH SUBSEQUENT INSPECTION.
PERMITS MAY BE REQUIRED TO CORRECT VIOLATIONS.
CHARGED FOR EACH SUBSEQUENT INSPECTION.

SIGNATURE: EMAIL



CITY OF FORT LAUDERDALE

CLAUD POEHL
INSPECTOR II
FIRE RESCUE DEPARTMENT
FIRE PREVENTION BUREAU

528 NW 2ND ST.
FORT LAUDERDALE, FL 33311
CPOENL@FORTLAUDERDALE.GOV

VOICE MAIL (954) 828-6503
OFFICE (954) 828-6370
FAX (954) 828-5338



CITY OF FORT LAUDERDALE

PHILLIPE LAHENS
FIRE INSPECTOR
FIRE PREVENTION BUREAU

FIRE-RESCUE DEPARTMENT
FIRE PREVENTION BUREAU
528 NW 2 STREET
FORT LAUDERDALE, FL 33311

(VOICE MAIL) 954-828-6829
(CELL) 954-829-3488
(OFFICE) 954-828-6370
PLAHENS@fortlauderdale.gov

EXHIBIT T
 1 OF 1

**BROWARD COUNTY HOUSING AUTHORITY
LAUDERDALE LAKES, FLORIDA**

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT
THEREON AND REPORTS ON INTERNAL CONTROL AND COMPLIANCE
IN ACCORDANCE WITH OMB CIRCULAR A-133**

FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012

**BCA WATSON RICE LLP
CERTIFIED PUBLIC ACCOUNTANTS
AND
ADVISORS**

EXHIBIT 0
OF 6

**BROWARD COUNTY HOUSING AUTHORITY
MANAGEMENT DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2013 AND 2012**

PROGRAM HIGHLIGHTS (Continued)

* In partnership with the Reliance Housing Foundation, the Authority completed construction of a new workforce housing development in the City of Fort Lauderdale called Progresso Point with opening of the property in 2012 consisting of 76 units for small family and single person households using \$15 million partnership equity. Stabilization of the property is to occur after fiscal year end 2013.

In further efforts to diversify its housing portfolio, the Authority has obtained Commitments to enter into Housing Assistance Payments (CHAP) with HUD under the Rental Assistance Demonstration (RAD) program for two of its public housing properties; Highland Gardens and Griffin Gardens properties will convert during fiscal year 2014 to 20 year long-term Section 8 rental assistance contracts. RAD is part of HUD's rental housing preservation strategy to preserve the nation's stock of deeply affordable rental housing, promote efficiency within and among HUD programs, and build strong, stable communities. This program allows market financing tools to be applied to public and assisted housing units. The program is part of a national competition, limited to 60,000 units under the first phase.

Primary Government and Blended Affiliates

Assets

Total assets at September 30, 2013, 2012 and 2011 were \$54.9 million, \$55.2 million and \$53.8 million, respectively. Capital assets net of depreciation were \$28.6 million, \$28.2 million and \$25.0 million, respectively; current assets totaled \$25.3 million, \$26.0 million, and \$28.5 million, respectively, at September 30, 2013, 2012, and 2011. For fiscal year 2013, cash of \$24.0 million accounted for the majority of the \$25.3 million in current assets, with receivables, and prepaid expenses of \$1.3 million accounting for the remaining balance. For fiscal year 2012, cash of \$23.7 million accounted for the majority of the \$26.0 million in current assets, with receivables, material inventories, and prepaid expenses of \$2.3 million accounting for the remaining balance. For fiscal year 2011, cash of \$26.3 million accounted for the majority of \$28.5 million in current assets, with receivables, material inventories, and prepaid expenses of \$2.2 million accounting for the remaining balance.

Liabilities

Total liabilities at September 30, 2013, 2012 and 2011 were \$2.2 million, \$2.2 million and \$2.1 million, respectively; with current liabilities of \$0.9 million, \$1.0 million and \$1.2 million, respectively; and long-term liabilities of \$1.3 million, \$1.2 million and \$1.0 million, respectively, of which \$393 thousand, \$317 thousand and \$302 thousand, respectively, related to the Family Self-Sufficiency Program and were reported as restricted liabilities.

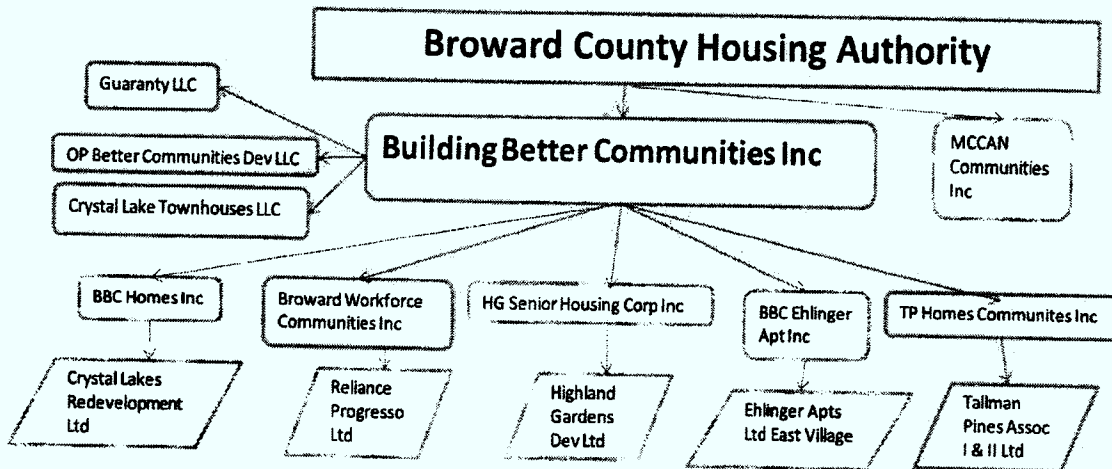
**BROWARD COUNTY HOUSING AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Based upon the application of the criteria in GASB Statement No. 14 (as amended by GASB 39), the financial statements of the component units listed below have been included in the Authority's reporting entity as blended component units. The Authority is required to include its investment in limited partnerships which qualify as blended component units. Component units are related but legally separate entities that are evaluated for possible inclusion within the Authority's reporting entity depending on financial accountability and the nature and significance of the relationship. Blended component units, although legally separate entities, are, in substance, part of the Authority's operations. Accordingly, data from these component units are included with data of the Authority's reporting entity.

The Authority follows GASB Statements 14 and 39 accounting standards for its partnerships and for new tax credit properties. As tax credit properties are developed and these projects meet the stabilization requirements as defined in the partnership agreements, the BCHA general partner affiliates become the managing partners. At this point, per the GASBs, the partnership entities become blended component units of affiliates because: the board of the affiliates is now able to impose its will on the partnerships; the BCHA board and the affiliates' board consist of the same individuals; and, there is now a financial benefit and burden relationship between the Authority and the component units. Note that since the partnerships have different fiscal year ends than the primary government, per GASB, the latest audit reports dated December 31 that ended during the current audit year are used to blend the component units. The first year of blending the component units resulted in an adjustment of \$50,019,513 to the beginning Net Position in 2011.

The Blended Affiliates and the Partnerships:



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**BROWARD COUNTY HOUSING AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

* **Building Better Communities, Inc.** (“BBC, Inc.”) - The BBC, Inc. was established as a non-profit organization in March 2001 for charitable, education, and scientific purposes to aid disadvantaged families and individuals toward a life of self-sufficiency. The board of directors of BBC, Inc. approves the annual budget of BBC, Inc. The governing body of BBC, Inc. consists of the same members as that of the Authority and, therefore, BBC, Inc. is a blended component unit of BCHA.

BBC Homes, Inc. was established as a for-profit subsidiary in December 2005 to increase the housing, economic, educational, and community quality of life of the residents of Broward County, Florida, including members of the community with income below federal poverty guidelines and expand the opportunities available to those residents to develop financial and credit skills necessary for successful home ownership. BBC Homes, Inc. is a wholly owned subsidiary of BBC, Inc.

Crystal Lakes Redevelopment, Ltd. Crystal Lakes Redevelopment, Ltd., (the Partnership) was formed as a limited partnership on August 12, 2003 under the laws of the State of Florida for the purpose of acquiring, constructing, developing and operating a low-income housing project. The Project consists of 190 rental units with community facilities located in the City of Hollywood, Broward County, Florida and operates under the name Crystal Lakes Apartments (the Project).

Effective May 19, 2008, PHG-Crystal, LLC executed an assignment of general partnership interest to assign its right as managing general partner to the administrative partner BBC Homes, Inc. The managing general partner is Broward County Housing Authority and the administrative general partner is BBC Homes, Inc. The special limited partner is MMA Special Limited Partner, Inc. and the investor limited partner is MMA Financial Housing Investments VIII. The governing body of BBC, Inc. consists of the same members as that of the Authority and, therefore, the Partnership is a blended component unit of BCHA.

HG Senior Housing, Inc. (HG) – HG was established in January 2006 as a for-profit subsidiary to raise the housing, economic, educational, and community quality of life of senior citizen residents of Broward County, Florida, including members of the community with income below federal poverty guidelines. The General Partner, HG, is a wholly owned subsidiary of BBC, Inc.

Highland Gardens, Ltd. Highland Gardens Development, Ltd. was formed as a limited partnership on January 26, 2006 under the laws of the State of Florida for the purpose of acquiring, constructing, developing and operating a low-income housing project. The property consists of 100 rental units with community facilities located in the City of Deerfield Beach, Broward County, Florida and operates under the name Highland Gardens Phase II. The managing general partner is HG Senior Housing Corporation. The investor limited partner is AHG Tax Credit Fund XVIII, LLC. The governing body of HG Senior Housing Corporation consists of the same members as that of the Authority and, therefore, Highland Gardens Development, Ltd. is a blended component unit of BCHA.

Oakland Preserve Corp. (OP) – OP was established in April 2007 as a for-profit subsidiary to raise the housing, economic, educational, and community quality of life of the residents of Broward County, Florida, including members of the community with income below federal poverty guidelines and expand

**BROWARD COUNTY HOUSING AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

the opportunities available to those residents to develop financial and credit skills necessary for successful home ownership. OP was a wholly owned subsidiary of BBC, Inc. that was dissolved in 2012.

OP-Better Communities, LLC was established in 2011 as a for-profit subsidiary to acquire, construct, rehabilitate, and develop housing in Broward County for persons of low-income. OP-Better Communities, Inc. is a wholly owned subsidiary of BBC, Inc.

Crystal Lake Townhouses, LLC was established in 2011 as a for-profit subsidiary to expand opportunities in Broward County to obtain low cost housing by constructing, acquiring, and rehabilitating housing for persons of low-income. Crystal Lake Townhouses, Inc. is a wholly owned subsidiary of BBC, Inc.

* **Guaranty LLC.** was established in 2012 as a for-profit subsidiary disregarded entity to engage in any or all lawful business for which corporations may be organized under the Florida Business Corporation Act. The Guaranty will be used as a guarantor for future developments using the appraised value of College Gardens as the secured asset. Guaranty became a key principal on a \$1.5 million term note for Reliance Progresso in September 2012. Guaranty LLC is a wholly owned subsidiary of BBC, Inc.

* **Broward Workforce Communities, Inc. (BWC)** – BWC was established in November 2007 as a for-profit subsidiary to raise the housing, economic, educational, and community quality of life of the residents of Broward County, Florida, including members of the community with income below federal poverty guidelines and expand the opportunities available to those residents to develop affordable housing opportunities designed, constructed, and equipped so as to improve and harmonize with the neighborhoods they occupy. BWC is a wholly owned subsidiary of BBC, Inc.; the property under operation is Progresso.

McCann Communities, Inc. (“MCP”) – MCI was established in November 2002 as a non-profit organization for the purpose of, among other things, raising the housing, economic, educational, and community quality of life of the residents of Broward County, Florida, including members of the community with income below poverty lines. The board of directors of MCI approves the annual budget of MCI. The governing body of MCI consists of the same members as that of the Authority and, therefore, MCI is a blended component unit of BCHA.

TP Homes and Communities, Inc. (TP)–TP was established in July 2006 as a for-profit subsidiary to raise the housing, economic, educational, and community quality of life of the residents of Broward County, Florida, including members of the community with income below federal poverty guidelines and expand the opportunities available to those residents to develop financial and credit skills necessary for successful home ownership. The General Partner, TP, is a wholly owned subsidiary of BBC, Inc.

Tallman Pines I, Ltd. Tallman Pines Associates, Ltd. was recognized by the State of Florida as a limited partnership as of February 11, 2005. The partnership’s purpose is to invest in real estate and the construction, operation, and sale and/or leasing of the partnership property. The partnership property consists of a 176-unit apartment complex known as Tallman Pines, Ltd. located in Deerfield Beach, Florida.

**BROWARD COUNTY HOUSING AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The general partner is TCG Tallman Pines, LLC, the administrative general partner is TP Homes and Communities, Inc., the special limited partner is The Richman Group Capital Corporation and the investment limited partner is U.S.A. Institutional Tax Credit Fund LIV, L.P. Effective January 25, 2011, the general partner, TCG Tallman Pines, LLC, assigned 100% of its right, title and interest in the partnership to the Administrative General Partner, TP Homes and Communities, Inc. Pursuant to the assignment, TP Homes and Communities, Inc.'s ownership percentage increased to 0.01 percent.

Tallman Pines II, Ltd. Tallman Pines II Associates, Ltd was recognized by the State of Florida as a limited partnership as of December 20, 2005. The partnership's purpose is to invest in real estate and the construction, operation, and sale and/or leasing of the partnership property. The partnership property consists of a 24-unit apartment complex known as Tallman Pines II Apartments located in Deerfield Beach, Florida.

The managing general partner is TCG Tallman Pines II, LLC and the administrative general partner is TP Homes and Communities. The special limited partner is The Richman Group Capital Corporation and the investment limited partner is U.S.A. Institutional Tax Credit Fund LVIII, LP.

The limited partnerships of Tallman Pines I and II are blended component units of the BCHA because their governing bodies consist of the same members as that of the Authority.

Partnerships Accounted for Under The Equity Method:

Reliance Progresso, Ltd. Reliance Progresso, Ltd. was recognized by the State of Florida as a limited partnership as of November 30, 2005. The partnership's purpose is to invest in real estate and the construction, operation, and sale and/or leasing of the partnership property. The partnership property consists of a 76-unit apartment complex known as Progresso, Ltd. located in Fort Lauderdale, Florida. The Authority's accounting policy is to use the equity method of accounting for Progresso.

BBC Ehlinger Apartments, Inc. ("BBCEA") – BBCEA was established April 14, 2009 as a for-profit subsidiary to raise the housing, economic, educational, and community quality of life of residents of Broward County, Florida, including members of the community with income below federal poverty guidelines. The General Partner, BBCEA, is a wholly owned subsidiary of BBC, Inc.; the property under operation is East Village.

b. **Basis of Presentation**

The Broward County Housing Authority follows the provisions of Governmental Accounting Standards Board (GASB) Statements No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments* (GASB 34), GASB Statement No. 37 *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments: Omnibus* (GASB 37) and GASB Statement 38, *Certain Financial Statement Note Disclosures* (GASB 38).

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
(Fort Lauderdale Division)

CASE NO. _____ CIV _____
Kozich v. HUD, et al.

CERTIFICATE OF SERVICE

EFF: 150302
SERVICE LIST:

Ann Deibert, CEO
Broward County Housing Authority (PHA)
4780 North State Road 7
Lauderdale Lakes, FL 33319
adeibert@bchafl.org
Tel: 954.739.1114 x 2329

Ann Deibert, Registered Agent,
Building Better Communities, Inc. (BBC)
4780 North State Road 7
Lauderdale Lakes, FL 33319
adeibert@bchafl.org
Tel: 954.739.1114 x 2329

Ann Deibert, Registered Agent,
Broward Workforce Communities, Inc. (BWC),
General Partner of Reliance-Progresso Associates, Ltd, (RPA)
4780 North State Road 7
Lauderdale Lakes, FL 33319
adeibert@bchafl.org
Tel: 954.739.1114 x 2329

Ann Deibert, Registered Agent,
Reliance-Progresso Associates, Ltd, (RPA)
4780 North State Road 7
Lauderdale Lakes, FL 33319
adeibert@bchafl.org
Tel: 954.739.1114 x 2329

Olga Vazquez, Property Manager
Professional Management, Inc.
619 North Andrews Avenue
Fort Lauderdale, FL 33311
progressopoint@pmiflorida.com
Tel: 954.463.9110

Civil Process Clerk, United States Attorney,
On behalf of HUD and VA
500 East Broward Blvd., 7th Floor
Fort Lauderdale, FL 33394
Tel: 954.356.7255
Fax: 954.356.7336

Civil Process Clerk,
Attorney General of the United States
On behalf of HUD and VA
950 Pennsylvania Avenue NW
Washington DC 20530-0001

Steve McCormack, VA Regional General Counsel
Veteran Affairs (VA)
1201 NW 16 Street, Room 2E127
Miami, FL 333125
Steve.mccormack@va.gov
Tel: 305.575.3260
Fax: 305.575.3127

Associate General Counsel for Litigation
Office of Litigation, Room 10258
US Dept. of Housing and Urban Development (HUD)
451 Seventh Street SW
Washington DC 20410
Tel: 202.708.1112

Thomacina Brown, Acting Field Office Director
US Dept. of Housing and Urban Development (HUD)
Brickell Plaza Federal Building
Room 500
909 SE First Avenue
Miami, FL 33131-3028
Tel: 305.536.5678
Fax: 305.536.5765