



Quick Info Account Details

Service Location Info

Account Number: 4400085 Occupant: 47 Name: NERIZA VALERIE DOWNS Customer: 538060

Service Address: House #: 2209 Mod: Street: FLAGLER AVE Apt.: FRNT Region:

City: KEY WEST State: FL Zip: 33040 Home phone: (361)229-2483

Ready

Service Summary (BROWSE) Service Details (BROWSE)

Main Detail Balances / Aging (1 of 1) Dep Calc Voluntary

Billing Information

ELECTRIC	Total	210.09	Current	201.20	Overdue	8.89	Interest	0.00	Late Charge	0.00
		210.09		201.20		8.89		0.00		0.00

Main Additional

Service Information

Service: E ELECTRIC  
 Location: In City  
 Category: RESIDENTIAL  
 Bill code: 110 RESIDENTIAL  
 Bill period: 1 MONTHLY BILLING  
 SIC code: 1 RESIDENTIAL

No. units: 1  
 Start: 2009-08-31  
 Final:  
 Final pend:  
 Inactive from:  
 Inactive to:

Disconnect Code: N  
 Reason: No  
 Date:  
 Reconnect:

Exemptions

Late pay: N  
 Interest: N  
 Estimate: N

Notices:

1 N N  
 2 N N  
 3 N N

Readings

Last read: 2011-05-06  
 Last billed: 2011-05-11  
 Amount: 201.20  
 Last payment: 2011-05-11  
 Amount: 177.79  
 Due date: 2011-06-10

Deposits:

On file: 125.00  
 Required: 0.00  
 To collect: 0.00

Disconnect Reason:  
 Taxes Reason:

Print Date: 5/17/2011 2:06:35 PM  
 User Date 5/17/2011

Florida Keys Aqueduct Authority  
 Document History by Location

Page: 0 1  
 User: calonso

Location: 018401 Address: 2209 FLAGLER AVE APT FRONT KEY WEST FL 33040  
 Customer: 563423 MERIZA V DOWNS  
 Including: Work, Open, History, Voided

Last Bill Date 5/10/2011 Last Bill Balance \$96.55  
 Last Payment Date 5/3/2011 Current Balance \$96.55

Date	Document	Type	Connection	Consumption	Amount	Running Balance
9/2011	READ00003369205	History	METER	2 W RES	123	
8/2011	READ00003317926	History	METER	2 W RES	105	
9/2011	READ00003268362	History	METER	2 W RES	101	
9/2011	READ00003217015	History	METER	2 W RES	104	
10/2011	READ00003160963	History	METER	2 W RES	110	
8/2010	READ00003108769	History	METER	2 W RES	98	
8/2010	READ00003055287	History	METER	2 W RES	111	
7/2010	READ00002995411	History	METER	2 W RES	99	
9/2010	READ00002944653	History	METER	2 W RES	105	
9/2010	READ00002892765	History	METER	2 W RES	103	
8/2010	READ00002838557	History	METER	2 W RES	98	
8/2010	READ00002787291	History	METER	2 W RES	88	
10/2010	READ00002734785	History	METER	2 W RES	116	
8/2010	READ00002679697	History	METER	2 W RES	134	
8/2010	READ00002628190	History	METER	2 W RES	114	
8/2010	READ00002577120	History	METER	2 W RES	122	
1/2010	READ00002525421	History	METER	2 W RES	154	
7/2009	READ00002469053	History	METER	2 W RES	115	
9/2009	READ00002417874	History	METER	2 W RES	154	
8/2009	READ00002366859	History	METER	2 W RES	124	
9/2009	READ00002311596	History	METER	2 W RES	26	

21 Documents

4400085-45

pamela  
Kay  
house



**Residential Lease for Single Family Home and Duplex**  
FLORIDA ASSOCIATION OF REALTORS

(FOR A TERM NOT TO EXCEED ONE YEAR)

A BOX (☐) OR A BLANK SPACE ( ) INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART 11, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. UPON REQUEST, THE LANDLORD SHALL PROVIDE A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT TO THE TENANT(S).

1. PARTIES. This is a lease ("the Lease") between MARIA C. TUYA (Landlord) and MARIZA V. DOWNS and MAURICIO BARRIOS (Tenant.)  
9026 SW 87 STREET MIAMI, FL 33173  
2208 FLAGLER AVENUE UNIT A  
KEY WEST Florida 33040

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at 2208 FLAGLER AVENUE UNIT A (street address) KEY WEST Florida 33040 (zip code)

together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises"):

WASHER / DRYER, DISHWASHER, MICROWAVE, REFRIGERATOR, OVEN/RANGE, CENTRAL AC, CEILING FANS

The Premises shall be occupied only by the Tenant and the following persons: Brother and Sister-in-Law SEFERINO and ELIAZAR BARRIOS. Plus two small children.

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on September 1, 2009 (month, day, year) and ending AUGUST 31, 2010 (the "Lease Term"). (month, day, year)

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of \$ 1,500.00 (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance  in installments. If in installments, rent shall be payable  monthly, on the 1<sup>st</sup> day of each month. (If left blank, on the first day of each month.)  weekly, on the \_\_\_\_\_ day of each week. (If left blank, on Monday of each week.) in the amount of \$ 1,000.00 per installment.  in full on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ (date)

Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of \$ N/A  with each rent installment  with the rent for the full term of the Lease. Landlord will notify Tenant if the amount of the tax changes.

Payment Summary  If rent is paid in installments, the total payment per installment including taxes shall be in the amount of \$ 1,500.00  If rent is paid in full, the total payment including taxes shall be in the amount of \$ \_\_\_\_\_

Landlord [Signature] and Tenant [Signature] acknowledge receipt of a copy of this page which is Page 1 of 8

OK by LL  
TO START  
8/13/09  
NDMB  
JTB

All rent payments shall be payable to MARIA C. TUYA 9025 SOUTHWEST 87TH STREET MIAMI, FL 33173 at  
TEL: (305) 598-2327 (if left blank, to Landlord at Landlord's address).

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from  
\_\_\_\_\_ through \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ and shall be due on  
\_\_\_\_\_ (If rent paid monthly, prorate on a 30 day month.)

Tenant shall make rent payments required under the Lease by (choose all applicable)  cash,  personal check,  money order,  
 cashier's check, or  other \_\_\_\_\_ (specify). If payment is accepted by any means other than  
cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant  to pay all future payments by  money order,  
cashier's check or official bank check or  cash or other (specify) DEPOSIT TO LANDLORD'S BK OF AMERICA ACCT and   
to pay bad check fees in the amount of \$ 50.00 (not to exceed the amount prescribed by Florida Statutes section  
68.085).

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of \$ 3,000.00 in accordance with this Paragraph  
prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to  
occupancy has been paid. If no date is specified below, then funds shall be due prior to tenant occupancy. Any funds designated in this  
paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at  
Landlord's address or to MARIA C. TUYA

at 9025 SOUTHWEST 87TH STREET MIAMI, FL 33173 TEL: (305) 598-2327

First <input checked="" type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ <u>1,500.00</u> due <u>WITH SIGNED LEASE</u>
Prorated rent plus applicable taxes	\$ _____ due _____
Advance rent for <input type="checkbox"/> month <input type="checkbox"/> week of _____ plus applicable taxes	\$ _____ due _____
Last <input type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ _____ due _____
Security deposit	\$ <u>1,500.00</u> due <u>WITH SIGNED LEASE</u>
Additional security deposit	\$ _____ due _____
Security deposit for homeowner's association	\$ _____ due _____
Other _____	\$ _____ due _____
Other _____	\$ _____ due _____

8. LATE FEES. (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of \$ 150.00 for each  
rent payment made 7 days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. PETS. Tenant  may  may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this  
Paragraph are permitted on the Premises.  
NO PETS.  
(Specify number of pets, type(s), breed, maximum adult weight of pets.)

8. NOTICES. MARIA C. TUYA is Landlord's Agent.  
All notices must be sent to:  
 Landlord MARIA C. TUYA  
at 9025 SW 87 STREET MIAMI, FL 33173  
 Landlord's Agent \_\_\_\_\_  
at \_\_\_\_\_

Landlord [Signature] and Tenant [Signature] acknowledge receipt of a copy of this page which is Page 2 of 6  
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Lessor's Disclosure (Initials)

(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (List documents below).

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (Initials)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agent's Acknowledgment (Initials)

(e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4962d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Maria C. Tuya  
Lessor

AUGUST 11, 2009  
Date

Meriza V. Downs  
Lessee

AUGUST 11, 2009  
Date

Mauricio  
Lessor

AUGUST 11, 2009  
Date

Gerald J. Hughes  
Agent

AUGUST 11, 2009  
Date

Agent Date

14. MILITARY/U.S. CIVIL SERVICE.  Check if applicable. In the event Tenant, who is in the Military/U.S. Civil Service, should receive government orders for permanent change of duty station requiring Tenant to relocate away from the Premises, then Tenant may terminate the Lease without further liability by giving Landlord 30 days advance written notice and a copy of the transfer order.

15. LANDLORD'S ACCESS TO THE PREMISES. As provided in Chapter 63, Part 11, Residential Landlord and Tenant Act, Florida Statutes, Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
  1. with Tenant's consent;
  2. in case of emergency;
  3. when Tenant unreasonably withholds consent; or
  4. if Tenant is absent from the Premises for a period of at least one-half a Rental installment period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

16. HOMEOWNER'S ASSOCIATION. If Tenant must be approved by a homeowner's association ("association"), Landlord and Tenant agree that the Lease is contingent upon receiving approval from the association. Any application fee required by an association shall be paid by  Landlord  Tenant and is  refundable  nonrefundable. If such approval is not obtained prior to commencement of Lease Term, Tenant shall receive return of deposits specified in Paragraph 5, if made, and the obligations of the parties under the Lease shall terminate. Tenant agrees to use due diligence in applying for association approval, to comply with the requirements for obtaining approval and agrees to pay any fee required by the association for procuring approval.  Landlord  Tenant shall pay the security deposit required by the association, if applicable.

Landlord MTC and Tenant MD/MB acknowledge receipt of a copy of this page which is Page 4 of 6

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17. **USE OF THE PREMISES.** Tenant shall use the Premises for residential purpose. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

18. **RISK OF LOSS/INSURANCE.**

- A. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.
- B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

19. **DEFAULT/REMEDIES.** Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part 11, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on same, and/or remedies available to the parties.

20. **SUBORDINATION.** The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

21. **LIENS.** Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by the Tenant. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

22. **RENEWAL/EXTENSION.** The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

23. **TENANT'S PERSONAL PROPERTY.** BY SIGNING THIS RENTAL AGREEMENT, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.

24. **TENANT'S TELEPHONE NUMBER.** Tenant shall within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

25. **ATTORNEY'S FEES.** In any lawsuit brought to enforce the Lease or under applicable law, the party who wins may recover its reasonable court costs and attorney's fees from the party who loses.

26. **MISCELLANEOUS.**

- A. Time is of the essence of the Lease.
- B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
- G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Landlord [Signature] and Tenant [Signature] acknowledge receipt of a copy of this page which is Page 5 of 6

27. BROKERS' COMMISSION.  Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this Paragraph by  Landlord  Tenant for procuring a tenant for this transaction.

Gerald J. Hughes  
Real Estate Licensee GERALD J. HUGHES

Real Estate Licensee

REAL ESTATE OF KEY WEST  
Real Estate Brokerage Company

Real Estate Brokerage Company

FEE WAIVED FOR THIS TENANT  
Commission

Commission

28. EXECUTION.

Executed by Landlord

Maria C. Tuya  
Landlord's Signature MARIA C. TUYA

AUGUST 11, 2009

Date

Landlord's Signature

Date

Executed by Tenant

N. Downs  
Tenant's Signature NERIZA V. DOWNS

AUGUST 11, 2009

Date

Mauricio  
Tenant's Signature MAURICIO BARRIOS

AUGUST 11, 2009

Date

This form was completed with the assistance of:

Name of Individual: GERALD J. HUGHES

Name of Business: REAL ESTATE OF KEY WEST

Address: 1012 TRUMAN AVE UNIT 101  
KEY WEST, FL 33040

Telephone Number: (305) 240-1136

Landlord MDG and Tenant NDMB acknowledge receipt of a copy of this page which is Page 6 of 6

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### Residential Lease for Single Family Home and Duplex

FLORIDA ASSOCIATION OF REALTORS®

**INSTRUCTIONS:**

1. Licensee: Give this disclosure to the Landlord prior to your assisting with the completion of the attached Lease.
2. Licensee: As the person assisting with the completion of the attached form, insert your name in the first (5) blank "Name" spaces below.
3. Licensee: SIGN the disclosure below.
4. Landlord/Owner and Tenant: Check the applicable provision regarding English contained in the disclosure and SIGN below.
5. Licensee: Retain a copy for your files for at least 6 years. Landlord/Owner and Tenant: Retain a copy for your files. This disclosure does not act as or constitute a waiver, disclaimer or limitation of liability.

**THIS FORM WAS COMPLETED WITH THE ASSISTANCE OF:**

<u>Jerry Hughes / Real Estate of Key West</u> Licensee Name	<u>REAL ESTATE OF KEY WEST</u> Name of Brokerage/Business
<u>1012 TRUMAN AVE UNIT 101</u> Address	<u>305 240-1130</u> Phone Number

**DISCLOSURE:**

GERALD J. HUGHES told me that he / she is a nonlawyer and may not give legal advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.  
(Name)

Rule 10-2.1(b) of the Rules Regulating the Florida Bar defines a paralegal as a person who works under the supervision of a member of the Florida Bar and who performs specifically delegated substantive legal work for which a member of the Florida Bar is responsible. Only persons who meet the definition may call themselves paralegals.

GERALD J. HUGHES informed me that he / she is not a paralegal as defined by the rule and cannot call himself/herself a paralegal.  
(Name)

GERALD J. HUGHES told me that he/she may only help me type the factual information provided by me in writing into the blanks on this form.  
(Name)

GERALD J. HUGHES may not help me fill in the form and may not complete the form for me.  
(Name)

If using a form approved by the Supreme Court of Florida, GERALD J. HUGHES may ask me factual questions to fill in blanks on the form and may also tell me how to fill the form.  
(Name)

Landlord/Owner:  I can read English.  I cannot read English but this notice was read to me by GERALD J. HUGHES in English which I understand.  
Tenant:  I can read English.  I cannot read English but this notice was read to me by MB

Jerry Hughes (Licensee Signature) [Signature] (Landlord Signature) [Signature] (Tenant Signature)

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