

AFFIDAVIT OF CANDIDATE

CITY OF MIAMI, FLORIDA

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2017 SEP 23 PM 3:26
OFFICE OF THE CITY CLERK
CITY OF MIAMI

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)
CITY OF MIAMI)

Joe CAROLLO (hereinafter "affiant"), being first duly sworn, deposes and says:

1. My name is Joe CAROLLO.
2. For those candidates seeking the office of Mayor, please check the appropriate subsection (a) below. Those candidates seeking the office of Commissioner please check and fill in the blank in subsection (b) below:
 - (a) I am offering myself as a candidate for the office of Mayor of the City of Miami, Florida. If elected, I fully understand that I must maintain an actual and real residence within the City of Miami for the duration of my term of office.
 - (b) I am offering myself as a candidate for the office of Commissioner in District Number 3 of the City of Miami, Florida. If elected, I fully understand that I must maintain an actual and real residence within the district for the duration of my term of office.
3. I have resided in the City of Miami for a minimum of one year before qualifying if applying for Mayor, and one year in the district if applying for the Commission, and I am a registered voter and a duly qualified elector of the City of Miami, Florida, presently registered to vote in Precinct No. 563.

I presently reside at the following address (must include zip code):
1005 W. 10th Street, Apt. 504, Miami, FL 33130,
which is my legal address, and I have resided continually at said address from the 22nd day of September 2016 to the present.

4. Immediately prior to residing at the above-stated address, I have resided at the hereinbelow listed addresses for the cited periods of time (list hereinbelow all addresses at which you have resided for the past five years, as well as the length of time at each address):

<u>Prior Addresses</u>	<u>For the Period</u>
<u>3230 MORRIS LANE</u> <u>MIAMI, FL 33133</u>	<u>MARCH 1st, 2002 to</u> <u>September 21, 2016</u>

5. In addition to the residence that I have listed as my present address, I also reside at the following listed addresses on a temporary basis as a secondary domicile or domiciles:
N/A

6. Affiant's spouse resides at the following address (must include city, state and zip code):
100 S.W. 10th Street, Apt. 504, Miami, FL 33130

7. Affiant's minor children reside at the following address (must include city, state and zip code):

N/A

8. At the present time, affiant (is) (is not) registered to vote in any city, county or state other than as stipulated in subparagraph 3 above.

9. Name and business address of affiant's employer:

Consulting Associates Group, Inc.
3126 CORAL WAY, MIAMI, FL 33145

10. Affiant's occupation: Consultant - Self Employed

Affiant's business telephone number(s): 305-305-2534

11. Affiant has been employed in the above-cited capacity for the following period of time:

FROM MARCH 2, 2015 TO PRESENT

(Note: In the event the occupation of affiant has been for a period of less than one year, or the employment period with the same employer has been for a period of less than one year, affiant shall give the name(s) and address(es) of his/her employer(s) and occupation(s) for the period of one year prior to the date of this affidavit).

N/A

12. Affiant represents that he she (is) (is not) currently holding another elective or appointive office – whether city, county or municipal – the term of which or any part thereof runs concurrently with that of the office he/she seeks, and that he/she has resigned from any office from which he/she is required to resign pursuant to F.S. 99.012 and/or the City of Miami Charter.

13. Affiant represents that, as of this date, he she (is) (is not) seeking to qualify for public office which is currently held by an officer who has authority to appoint, employ, promote, or otherwise supervise him/her and who has qualified as a candidate for reelection to that office.

Note: If affiant is an employee of the City of Miami, affiant shall take a leave of absence, without pay from his/her employment during the period in which affiant has become a candidate for elective public office. This subsection does not apply to the Commissioners and Mayor, City Manager, City Attorney, City Clerk, and Independent Auditor General. Such leave of absence shall be effective upon whichever occurs first:

- (a) Such employee receives contributions or makes expenditures, or gives her or his consent for any other person to receive contributions or make expenditures, with a view to bringing about his or her nomination or election to public office; or
- (b) At the time such employee appoints a campaign treasurer and designates a primary depository; or
- (c) At the time such employee files qualification papers and subscribes to a candidate's oath as required by law.

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14. Affiant's campaign headquarters address and telephone number:

Campaign mailing address - 3126 Coral Way, Miami, FL 33145
305-305-2534

Affiant's campaign treasurer's name:

JAVIER BAÑOS MACHADO

Affiant's campaign treasurer's address:

3126 Coral Way, Miami, FL 33145

Telephone numbers: (work) 786-476-2000

(home) N/A

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15. Affiant represents that, if elected, he she shall serve in the elective office to which he/she seeks election.

16. Following is the exact way in which affiant would like to have his/her name printed on the official ballot:

JOE CAROLLO

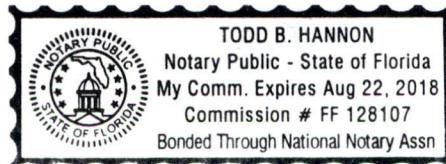
SIGNED THIS 23rd DAY OF September, 2017

Joe Carollo
AFFIANT

BEFORE ME, the undersigned authority, personally appeared Joseph X. Carollo, who, after first being duly sworn, deposes and states that he executed the foregoing to the best of his knowledge and belief.

Todd B. Hannon
CITY CLERK
CITY OF MIAMI, FLORIDA

(SEAL)



Did take an oath

Produced identification

Type of identification produced: FL Driver's License

FORM 1

STATEMENT OF FINANCIAL INTERESTS

2016

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

CAROLLO Joe

MAILING ADDRESS :

100 S.W. 10th Street, Apt. 504

CITY : *MIAMI* ZIP : *33130* COUNTY : *MIAMI Dade*

NAME OF AGENCY : *City of Miami*

NAME OF OFFICE OR POSITION HELD OR SOUGHT : *Commissioner, District 3*

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

CHECK ONLY IF CANDIDATE OR NEW EMPLOYEE OR APPOINTEE

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 CITY OF MIAMI

****** BOTH PARTS OF THIS SECTION MUST BE COMPLETED ******

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (must check one):

DECEMBER 31, 2016 OR SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: _____

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
<i>Consulting Associates Group, Inc.</i>	<i>3126 Coral Way, Miami, FL 33145</i>	<i>Consulting</i>
<i>City of Miami</i>	<i>444 S.W. 2nd Avenue, MIAMI FL 33134</i>	<i>Pension</i>

PART B -- SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
<i>Consulting Associates Group, Inc.</i>	<i>Common Sense Now!</i>	<i>2121 Ponce de Leon Blvd, Suite 100, Coral Gables, FL 33134</i>	<i>ECO</i>

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

3230 MORRIS LANE, MIAMI, FL 33133

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES
Checking Account	Consulting Associates Group, Inc.
checking account	PERSONAL, Joe CAROLLO

PART E — LIABILITIES [Major debts - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR
Capital Bank	P.O. Box 164405, Miami, FL 33116

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
	N/A	
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

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 MIAMI

PART G — TRAINING

For elected municipal officers required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE OF FILER:

Signature:

Joe Carollo

Date Signed:

9/23/2017

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

WHAT TO FILE:

After completing all parts of this form, including signing and dating it, send back only the first sheet (pages 1 and 2) for filing.

If you have nothing to report in a particular section, write "none" or "n/a" in that section(s).

NOTE:

MULTIPLE FILING UNNECESSARY:

A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

Facsimiles will not be accepted.

WHERE TO FILE:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.)

State officers or specified state employees file with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303.

Candidates file this form together with their qualifying papers.

To determine what category your position falls under, see page 3 of instructions.

WHEN TO FILE:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2016.

**CANDIDATE OATH –
NONPARTISAN OFFICE**

(Not for use by Judicial or
School Board Candidates)

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OFFICE OF THE CITY CLERK
CITY OF MIAMI

OFFICE USE ONLY

OATH OF CANDIDATE

(Section 99.021, Florida Statutes)

I, Joe CAROLLO
(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT * -- NAME MAY NOT BE CHANGED AFTER THE END OF QUALIFYING)

am a candidate for the nonpartisan office of City of MIAMI Commissioner, 3
(office) (district #)

N/A (circuit #), N/A (group or seat #); I am a qualified elector of MIAMI-DADE County, Florida;

I am qualified under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

X Joe Carollo (305) 305-2534 _____
Signature of Candidate Telephone Number Email Address

100 S.W. 10th Street, Apt. 504, MIAMI FLORIDA 33130
Address City State ZIP Code

Candidate's Florida Voter Registration Number (located on your voter information card): 109091528

* Please print name phonetically on the line below as you wish it to be pronounced on the audio ballot for persons with disabilities (see instructions on page 2 of this form):
YO KA-RO-YO

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to (or affirmed) and subscribed before me this 23rd day of September, 2017.

Personally Known: _____ or _____

Produced Identification:

Type of Identification Produced: FL Driver's License

Todd B. Hannon
Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public
TODD B. HANNON
Notary Public - State of Florida
My Comm. Expires Aug 22, 2018
Commission # FF 128107
Bonded Through National Notary Assn.

**ACKNOWLEDGMENT BY CANDIDATES COVERED BY
THE MANDATORY PROVISION
OF THE
ETHICAL CAMPAIGN PRACTICES ORDINANCE**

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CITY OF MIAMI

The Mandatory Fair Campaign Practices of the Ethical Campaign Practices Ordinance automatically extend to candidates and their respective campaign staffs for the Miami-Dade County Commission or Mayor; candidates and their respective campaign staffs for Miami-Dade Community Councils, candidates and their respective campaign staffs for any municipal elective office within Miami-Dade County; candidates and their respective campaign staffs for the Property Appraiser of Miami-Dade County; and any candidate and his or her campaign staff for elective office with a constituency in whole or in part in Miami-Dade County.

As provided in the Miami-Dade County Code at Sec. 2-11.1.1 (C), I shall not—

- (a) With actual malice make or cause to be made any untrue oral statement about another candidate or a member of his or her family or staff which exposes said person to hatred, contempt, or ridicule or causes said person to be shunned, avoided, or injured in his or her business or occupation;
- (b) With actual malice publish or cause to be published by writing, printing, picture, effigy, sign, or otherwise than by mere speech any untrue statement about another candidate or a member of his or her family or staff which exposes said person to hatred, contempt, or ridicule or causes said person to be shunned or avoided, or injured in his or her business or occupation;
- (c) Willfully injure, deface, or damage or cause to be injured, defaced, or damaged by any means any campaign poster, sign, leaflet, handbill, literature, or other campaign material of another candidate;
- (d) Knowingly obtain, or cause to be obtained, the campaign property of another candidate with the intent to, temporarily or permanently, deprive the candidate of a right to the property or a benefit thereof; or
- (e) Knowingly file with the Ethics Commission a groundless or frivolous complaint against another candidate.

I, Joe CAROLLO, a candidate for the office of
please print your name
Commissioner, District 3 in the City of Miami,
elective office sought county, municipality, or other jurisdiction

acknowledge that the Mandatory Fair Campaign Practices as provided in the Miami-Dade County Code at Sec. 2-11.1.1 (C)(1) applies to me throughout this campaign period, regardless of when I sign this acknowledgment. I recognize as compulsory the jurisdiction of the Ethics Commission. The Ethics Commission has the authority to decide whether I have violated the Mandatory Fair Campaign Practices of the Ethical Campaign Practices Ordinance and, if a violation is found, the Ethics Commission has the authority to impose the appropriate penalty, if any.

x Joe Carollo
Signature

9/23/2017
Date

Candidates for county office file with the Miami-Dade County Elections Department. Candidates for municipal office file with their respective municipal clerks. For further information, please contact the Miami-Dade County Office of Governmental Affairs at 305 499-8410.

Miami Dade County Elections Dept.
2700 NW 87th Ave. **or** P.O. Box 521550
Miami, FL 33172 Miami, FL 33152-1550

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110

JOE CAROLLO CAMPAIGN

Date: 9/23/2017

Pay to the Order of: City of Miami \$ 682.00

Six hundred eighty two Dollars

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

For: Qualifying Fees

Photo Safe Deposit®
Details on back

MP

ISLAND BREEZE®



City of Miami
OFFICIAL RECEIPT

\$ 682.00 Sales Tax \$ — Total \$ 682.00

Six Hundred and Eighty two ⁰⁰/₁₀₀ /100 Dollars

No. 485053

Date: 9 | 23 | 17

Received from: Joe Carollo

Address: 100 SW 10th [REDACTED] street # 504, Miami FL 33130

For: Qualifying-Commissioner D3 Reference No: check NO. 110

This Receipt not VALID unless dated, filled in and signed by authorized employee of department or division designated hereon and until the City has collected the proceeds of any checks tendered as payment herein.

By: Sandra Forges

Department: City Clerk

Division: Election

C FN/TM 402 Rev. 03/03

Distribution: White - Customer; Canary - Finance; Pink - Issuing Department

CASHIER'S CHECK

0066298 11-24
Office AU # 1210(8)
Remitter: JOE CAROLLO
Purchaser: JOE CAROLLO
Purchaser Account: [REDACTED]
Operator I.D.: [REDACTED]
Funding Source: Paper Items(s)
PAY TO THE ORDER OF

SERIAL #: [REDACTED]
ACCOUNT#: [REDACTED]

September 22, 2016

Seven thousand dollars and no cents

***\$7,000.00**

Payee Address:
Memo: RENTAL

WELLS FARGO BANK, N.A.
1699 CORAL WAY
MIAMI, FL 33145
FOR INQUIRIES CALL (420) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE, AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A
FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 7,000.00

NON-NEGOTIABLE

Purchaser Copy

FB004 M4293 12096343

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

CASHIER'S CHECK

0066298 11-24
Office AU # 1210(8)
Remitter: JOE CAROLLO
Operator I.D.: [REDACTED]

6629802844

September 22, 2016

PAY TO THE ORDER OF ***MDR REAL ESTATE, LLC***

Seven thousand dollars and no cents

***\$7,000.00**

Payee Address:
Memo: RENTAL

WELLS FARGO BANK, N.A.
1699 CORAL WAY
MIAMI, FL 33145
FOR INQUIRIES CALL (490) 394-3122

VOID IF OVER US \$ 7,000.00

Richard Levy
CONTROLLER



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RESIDENTIAL LEASE AGREEMENT SUMMARY OF TERMS

EFFECTIVE DATE: This Lease is effective as of September 22 2016 (the "**Effective Date**").

APARTMENT COMMUNITY: The Brickell Station Lofts located at 100 SW 10 Street, Miami, FL 33130 (the "**Community**").

PREMISES: The leased unit in the Community is Apartment Number 504 (the "**Premises**").

LANDLORD: MDR REAL ESTATE, LLC ("**Landlord**") whose address is 1200 Brickell Avenue, PH 2010, Miami, Florida 33131.

PROPERTY MANAGER: MDR REAL ESTATE, LLC, ("**Manager**") whose address is 1200 Brickell Avenue, PH 2010, Miami, Florida 33131. For emergencies, please dial 911; otherwise, if the emergency is not life threatening, please call 800-377-0031.

TENANTS: The following persons are the tenants and are hereinafter collectively referred to as "**Resident(s)**":

Name	Date of Birth	Social Security Number
Joe Carollo	[REDACTED]	[REDACTED]
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any change in tenants must be communicated to management immediately.

The following person(s) are permitted occupants of the Premises: Marjorie Teresa Carollo (the "**Occupant**").

LEASE TERM: Beginning Date of this Lease: 9/22 2016 ("**Move-In Date**")
Ending Date of this Lease: 11/30 2017 ("**Move-Out Date**")

The time between the Move-In Date and the Move-Out Date, inclusive, shall be referred to as the "**Term**".

PARKING / STORAGE: The Resident is assigned the following parking spaces and storage space:

	Number	Monthly Cost
Parking Space Number	<u>19</u>	Included in the Rent
Parking Space Number	_____	\$ _____
Parking Space Number	_____	\$ _____
Storage Unit Number	_____	\$ _____



Brickell Station Lofts, 100 SW 10th Street, Miami, FL 33130

One (1) parking space is included in the Rent (as defined below), and as set forth below, all additional parking spaces are paid for on a monthly basis. All vehicles must be registered with the Manager. As set forth in this Lease, Landlord makes no guarantees regarding the availability of parking in the Community or the safety of persons or property.

RENT: The total monthly rent for the Premises is: \$ 2,300.00 (the "**Rent**"), which Rent is comprised of the following:

Base Rent:	\$ <u>2,300.00</u>	paid on a monthly basis
Storage:	\$ _____	paid on a monthly basis
Parking:	\$ _____	paid on a monthly basis
Total Monthly Rent:	\$ <u>2,300.00</u>	

ALL RENT PAYMENTS SHALL BE MADE OUT TO "MDR REAL ESTATE, LLC" AND FORWARDED TO
1200 BRICKELL AVENUE, PH 2010, MIAMI, FLORIDA 33131.

PET FEE: A non-refundable pet fee in the amount of \$500.00 shall be paid by the Resident for the privilege of having a pet in the Premises (the "**Pet Fee**"). Only non-aggressive dogs and cats are permitted. There is a two (2) pet maximum and each pet cannot exceed a weight of thirty pounds (30 lbs.).

SECURITY DEPOSIT: The security deposit for the Premises is \$ 4,600.00 (the "**Security Deposit**").

ACCESS CONTROL FEES/DEPOSITS:

CONTROL NUMBER	HOW MANY ISSUED	KEYS/CARDS/REMOTE CONTROLS	DEPOSIT	REPLACEMENT COST TO RE-KEY OR REPLACE
	2	Apartment Keys	\$25.00 per key	\$175.00
	1	Mail Box Keys	\$25.00 per key	\$75.00
	2	Magnetic Access Key	\$25.00 per key	\$100.00
	1	Parking Remote	\$25.00 per remote	\$100.00

TOTAL PAYMENT ON THE EFFECTIVE DATE: Resident shall pay Landlord the following as of the Effective Date: \$ -0- First Month's Rent, prorated if necessary; \$ 4,600.00 Security Deposit; \$ _____ Pet Fee, if necessary.

LATE FEE: Failure to pay Rent as set forth in Paragraph 4 of the Lease shall result in a late fee of \$100.00 per occurrence.

ARMED SERVICES: By initialing as follows, Resident acknowledges that Resident is NOT currently a member of the United States Armed Forces _____; _____; _____; _____.

PREPARATION OF THE LEASE: This Lease was prepared by: Maria E Cervantes
See the Non-Lawyer Disclosure form attached to this Lease as **Schedule 1**.

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Brickell Station Lofts, 100 SW 10th Street, Miami, FL 33130

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (this "Lease") is made and entered into as of the Effective Date, by and between Landlord and Resident. All Residents are jointly and severally liable for complying with the terms and conditions of this Lease, including the payments of monies owed to Landlord.

1. DEMISE. In exchange for valuable consideration including, without limitation, the promise by Resident to pay Landlord the Rent (as set forth on the first page of this Lease), and the performance by Resident of all other terms, conditions and covenants contained in this Lease as well as schedules attached to this Lease (all such schedules and the summary of terms are incorporated herein by reference and made a part of this Lease), Landlord agrees to lease to Resident and Resident agrees to lease from Landlord the Premises.

2. TERM. The Term of this Lease shall be for the period set forth on the first page of this Lease. In the event that the Premises is not available to Resident for occupancy on the Move-In Date due to any reason, including construction delays or the failure of a prior resident to timely vacate the Premises, Landlord shall not be liable to Resident for any damages arising from same, and this Lease shall remain in full force and effect. However, Resident shall not be responsible for paying Rent to Landlord on a prorated basis for those days during the first calendar month of occupancy that the Premises was not available for occupancy by Resident. Upon the failure of Landlord to deliver possession of the Premises to Resident within fourteen (14) days after written demand by Resident (written demand shall not include the execution of this Lease), Resident may declare this Lease null and void and of no force or effect from its inception and Landlord shall refund to Resident any Security Deposit and/or other amounts paid Landlord by Resident in conjunction with this Lease only.

3. RENT. Resident agrees to pay to Landlord in advance on the Effective Date of this Lease and thereafter on the first day of each and every consecutive calendar month thereafter, by personal check, money order or cashier's check, the monthly Rent as set forth on page one of this Lease. Prior to the Move-In Date, Resident shall pay to Landlord the Rent (prorated if necessary), the Security Deposit, the Access Control Deposit, and the non-refundable Pet Fee (if applicable). It is agreed that at no time shall cash be accepted by Manager or Landlord for payment of the Rent. For purposes of this Lease, it shall be irrefutably presumed that Resident has not paid the Rent unless Resident can produce a canceled check or money order purporting to prove the Rent was paid to Landlord. If this Lease commences on a date other than the first day of the month, Resident shall be responsible for paying Landlord a prorated amount of the Rent based upon the actual number of days in the first month of the tenancy that Resident occupied the Premises. This amount shall be payable in advance to Landlord. All late fees and returned or dishonored check fees referred to in Paragraph 4 of this Lease shall be deemed as Additional Rent for the purposes of this Lease. Landlord may proceed with an action for possession and breach of contract at the expiration of the three day notice. If Resident will be absent from the Premises for more than fourteen (14) days, Resident must notify Landlord in writing. For purposes of this Lease, the term "Additional Rent" means all money owed to Landlord accruing as a result of this Lease, excluding Rent. Resident shall pay the Additional Rent in the same manner as Rent, and failure to timely pay any Additional Rent shall enable Landlord to declare a default and breach of this Lease in the same manner as if Rent was not paid.

4. LATE PAYMENT AND RETURNED CHECKS AND CHARGES:

A. Rent is due on the first day of each month and Rent is late if not received by 5:00 pm on the 5th calendar day of the month. If Rent is late, then Resident shall pay a late fee equal to One Hundred Dollars and no/100 (\$100.00). Late fees will be due even if Rent remains unpaid and Landlord proceeds with an eviction and breach of contract action.

Brickell Station Lofts, 100 SW 10th Street, Miami, FL 33130



B. Seventy-Five Dollars and no/100 (\$75.00) will be due for each dishonored check. Late fees will also be applied if Rent is paid with a dishonored check.

C. Landlord reserves the right to require all payments received after the date Rent is due by money order, cashier's check or certified check.

D. Resident agrees that any check dishonored by the bank shall be redeemed from Landlord by Resident in full, including all charges as aforesaid, by cashier's check, money order or certified check within twenty-four (24) hours of delivery of written demand by Landlord. Any dishonored check which is returned and/or redeemed after the date Rent is due under this Lease shall be deemed delinquent and such Rent shall be subject to the late fee and penalties set forth herein. In addition, Resident shall pay to Landlord any and all costs incurred by Landlord in the collection of any dishonored check. Returned checks shall not be re-deposited.

E. In the event one (1) check is dishonored, Resident agrees to pay all future Rent and other charges by cashier's check, certified check, or money order. Landlord shall not accept personal checks from Resident thereafter.

F. All such charges set forth in the preceding sections of this Paragraph 4 shall be deemed Additional Rent for purposes of this Lease and Landlord shall be required to give Resident statutory three day notice and not a seven day notice for payment of same. It is agreed and understood that Landlord is under no obligation to accept payment of Rent and/or Additional Rent after expiration of the statutory three-day notice period for nonpayment of Rent.

5. SECURITY DEPOSIT. Resident agrees to pay to Landlord the Security Deposit on or before the Effective Date as set forth in the first page of this Lease. The Security Deposit will be returned to Resident within thirty (30) days after the Premises is vacated provided the following terms and conditions are satisfied:

A. Complete vacation of the entire Premises by Resident and Occupant on or before the Move-Out Date together with Resident providing to Landlord a list of damages and defects to the Premises.

B. Payment by Resident of all Rent required under this Lease, up to and including the date of expiration or termination of the Term of this Lease.

C. Thorough cleaning of the Premises, including, but not limited to, all kitchen appliances (refrigerator, oven, range, dishwasher), baths, carpet, tile, walls, closets/storage areas, balconies, etc., so as to be in the same condition as same were in on the Move-In Date, normal wear and tear excepted.

D. An absence of defect in or damage to the Premises, whether caused by Resident, Occupant, their Pets, or otherwise, unless included on the written list of damages and defects as set forth in this Lease.

E. Observance and performance by Resident of all of the other covenants and obligations of Resident under this Lease, from the date of commencement of this Lease up to and including the date of expiration or termination of the term of this Lease, or up to and including the final day of this Lease.

F. Observance and performance by Resident of all Rules and Regulations (as defined in Paragraph 20) pertaining to the occupancy and use of the Premises and Community by Resident, Occupant and their agents, guests and invitees, including the Rules and Regulations regarding Pets.

G. Provision by Resident to Landlord in writing of Resident's forwarding address. The Security Deposit may be applied by Landlord to satisfy all or part of Resident's obligations hereunder and such application shall not prevent Landlord from claiming damages in excess of the Security Deposit. It is hereby expressly understood that no part of the Security Deposit is to be construed as a prepayment of Rent by Resident.

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Notice to Resident Pursuant To Section 83.49(2), Florida Statutes:

1. Landlord has deposited the Security Deposit in a non-interest bearing account at the following Florida banking institution: Chase Bank, 1450 Brickell Avenue, Suite 150, Miami, Florida 33131.
2. Resident is NOT entitled to interest on the Security Deposit.
3. Disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR SECURITY DEPOSIT. LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE SECURITY DEPOSIT. IF YOU DO NOT REPLY TO LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF LANDLORD'S NOTICE, LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, LANDLORD MUST RETURN THE SECURITY DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, LANDLORD MAY COLLECT FROM THE SECURITY DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

By executing this Lease, Resident hereby acknowledges receiving the foregoing notice as required by Section 83.49(2), Florida Statutes. Furthermore, Resident hereby acknowledges that Resident has been made aware of and has received a copy of Section 83.49(3), Florida Statutes, by way of the following:

Section 83.49(3), Florida Statutes

(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her 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 security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time

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you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address).

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) Unless the tenant 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 or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

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

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

6. FAILURE TO COMPLY. Resident agrees that Resident shall be responsible to Landlord for the Rent accruing hereafter even if Resident fails to occupy the Premises. Resident further acknowledges that Resident consents to the application of the Security Deposit by Landlord in the event that Resident does not occupy the Premises, to cover Landlord's costs in preparing the Premises for rental and re-renting the Premises together with any and all damages for unpaid Rent accruing from the Move-In Date through the date that Landlord is able to relet the Premises, provided, however, that re-letting is on terms equal to or more favorable to Landlord than the terms and conditions set forth in this Lease.

7. CONDITION OF THE PREMISES UPON MOVE-IN. Resident agrees that prior to Resident taking possession of the Premises, Resident shall make an initial walk through of the Premises with an agent of Landlord and at such time Resident and Landlord shall so note on the move-in report attached to this Lease as **Schedule 2** (the "**Move-In Report**") any and all problems or deficiencies in the Premises that need to be identified and that Landlord shall be reasonably required to repair. Resident agrees that other than those items set forth on the Move-In Report, Resident shall accept the Premises in its "AS IS WHERE AS" condition. Reasonable repairs for purposes of this Paragraph shall be those repairs that are required in order to render the Premises habitable, as required by Florida law. Landlord shall make all such repairs, if required, with reasonable promptness after the execution of this Lease. In the event that the Move-In Report is not completed on the Effective Date but completed on or prior to the Move-In Date, Resident agrees that such Move-In Report shall be attached as **Schedule 2** and shall be deemed a part of this Lease.

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8. EXPIRATION OF THE LEASE / HOLDOVER. This Lease shall expire on the Move-Out Date, and if Resident fails to vacate the Premises by the Move-Out Date, then Resident understands, acknowledges and agrees that Resident shall be deemed a hold-over tenant. In such event, this Lease will be extended on a month-to-month basis upon the same terms and conditions as contained in this Lease, except that the Rent payable hereunder shall be one hundred twenty-five percent (125%) of the monthly Rent. Either party may terminate a month-to-month tenancy by giving the other party written notice of termination no later than fifteen (15) days prior to the end of the monthly rental period. Failure of Resident to give notice to vacate the Premises as a month-to-month Resident as required under this Lease or the Florida Statutes will result in Resident being charged an amount equal to an additional one month's Rent which shall not be considered a penalty but shall be considered liquidated damages. All month-to-month fees under this Lease shall be considered Additional Rent. Landlord shall have the right during the last sixty (60) days of the Term and during any month-to-month tenancy to enter the Premises without notice at all reasonable times in order to show the Premises to prospective residents. If Landlord is showing the Community to a prospective buyer or lender, Landlord shall have the right at any time during the Term and during any month-to-month tenancy to enter the Premises without notice at all reasonable times in order to show the Premises.

9. SUBLET/ASSIGNMENT. Resident may not sublet the Premises or assign this Lease without the prior written consent of Landlord, which consent may be withheld for any reason. In the event Landlord allows subletting or an assignment of Resident's rights and interest hereunder, Resident shall nevertheless remain liable to Landlord for all terms, conditions and covenants of this Lease, including, but not limited to, the payment of Rent and the observation of the Rules and Regulations. Landlord may assign this Lease without the prior written consent of Resident. This Lease is binding on the successors and (permitted) assigns of both Landlord and Resident.

10. UTILITIES. Landlord shall furnish, as part of this Lease, basic cable, Internet service, garbage removal and water only (the "Utilities"). If the cost to Landlord of providing any of such Utilities increases for any reason during the term of this Lease, Resident shall pay as Additional Rent its share of such increase allocable to the Premises commencing thirty (30) days after delivery to Resident by Landlord of written notice for same. Under no circumstances shall Landlord be responsible to Resident for any interruption in furnishing such Utilities, and Resident, Occupant and their guests, agents and invitees shall use such Utilities in a reasonable manner and in compliance with all laws, rules and regulations. Resident is responsible for changing the electrical service into Resident's name prior to the Move-In Date. If such is not completed, Resident authorizes Landlord to deduct any utility charges paid on Resident's behalf from the Security Deposit, which shall be promptly reimbursed by Resident.

Landlord may modify the method by which any utilities, including the Utilities, are furnished to the Premises and/or billed to Resident during the Term of this Lease, including, but not limited to, submetering of the Premises for certain utility services or billing Resident for utilities previously included within the Rent. In the event Landlord chooses to so modify utility service to the Premises, Landlord shall give Resident not less than thirty (30) days prior written notice of such modification. Nothing contained herein shall be deemed a waiver of any rights of Resident arising under law based upon the wrongful failure of Landlord to furnish utility services as required herein.

11. PROPERTY LOSS. Landlord shall not be liable for any damages or losses to person or property caused by persons other than caused directly by the gross negligence or willful misconduct of Landlord. 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, Manager or their agents or otherwise. Landlord strongly recommends that Resident secures insurance to protect Resident and Resident's property. Landlord's property insurance, if any, does NOT cover risk of loss to any of Resident's property. Also, if any of Landlord's employees

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or agents, including Manager, 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 Lease, such person or entity shall be deemed as an agent of Resident only 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.

12. **RIGHT TO ACCESS.** Landlord shall have the right to enter the Premises for inspection, maintenance and pest control with twelve (12) hours notice to tenant and between the hours of 7:30 AM and 8:00 PM. In case of an emergency, Landlord may enter the Premises at any time to protect life and prevent damage to property.

13. **USE/OCCUPANCY.** The Premises shall be used for residential purposes only and shall be occupied only by Resident and Occupant. By executing this Lease, Resident understands, acknowledges and agrees that Resident shall be responsible for Occupant's breach or violation of this Lease or the Rules and Regulations. Resident agrees not to permit any person not listed on this Lease to occupy the Premises for more than fourteen (14) days and nights during the Term of this Lease. Resident agrees to abide by all municipal and state laws and ordinances so as not to create a nuisance and not to conduct or initiate activities which would increase the rate of insurance on the Premises. Resident shall be responsible for the conduct of Resident, any and all Occupants of the Premises, as well as Resident's agents, invitees and guests. In its sole discretion, Landlord may request any guest or invitee of Resident to leave the Community (as set forth on the first page of this Lease) if Landlord believes, in its sole opinion, that the guest or invitee is creating a nuisance. Any prior resident or occupant that leaves the Community while still owing money to Landlord or who has been evicted from the Premises is not permitted to return to the Community. Any such person shall be considered unauthorized and any Resident that permits the presence of such person shall be in material violation of this Lease.

14. **INDEMNIFICATION.** Resident agrees to reimburse Landlord promptly for the cost to Landlord for property damage to the Premises and the Community, including, without limitation, the cost of repairs or service (including repairs or service to the plumbing) caused by the negligence, misconduct, intentional acts and improper use of Resident, Occupant and their invitees, guests and agents. Resident shall be responsible for any such damage resulting from windows or doors left open. Payment of all amounts due Landlord under this provision or this Lease is due and payable within five (5) days of delivery of written notice to Resident. All amounts due hereunder are deemed Additional Rent.

15. **MAINTENANCE.** Resident agrees to make maintenance checks at proper intervals on the Premises, including checking the smoke alarms in the Premises, and immediately report any and all defects in writing to Landlord. 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 or for any reason that is beyond the control of Landlord, and any such utilities require reduction or cut off, Landlord shall not be liable for any damage arising out of Landlord's failure to furnish such services. Resident shall maintain the Premises, including the fixtures therein, in a clean and sanitary condition. Resident shall not, without the prior written consent of Landlord, which may be withheld for any or no reason whatsoever, alter, remodel or otherwise change the appearance and/or structure of the Premises or the Community.

16. **EARLY LEASE TERMINATION BY UNITED STATES ARMED FORCES MEMBERS.** In the event Resident is a member of the United States Armed Forces and chooses to terminate this Lease in accordance with Section 83.682, Florida Statute, Resident must provide no less than thirty (30) days written notice of Resident's intent to terminate this Lease. Furthermore, such notice must be accompanied by a copy of Resident's military transfer orders or a letter from Resident's superior officer. Full compliance with the notice requirements of Section 83.682, Florida Statute, is required.

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17. **DEFAULT BY RESIDENT.** If Resident fails to pay Rent or Additional Rents when due, or if Resident fails to reimburse or indemnify Landlord for damages, repairs or plumbing service costs when due under this Lease, or if Resident, Occupant or their guests, agents or invitees materially or repeatedly violates this Lease, the Rules and Regulations or applicable state and local laws, or if Resident abandons or surrenders the Premises prior to the termination date of this Lease, without fully exercising the cancellation provision contained in Paragraphs 5 and 16, then Resident shall be considered in default of this Lease and where applicable Landlord may terminate Resident's right of occupancy by giving Resident notice in writing. Notice may be by mail, posting or personal delivery to the Premises. Such termination does not release Resident from any obligation or liability for the Rent owed for the Term of this Lease. If any amounts due Landlord are delinquent, Landlord shall not be obligated to continue utilities, which are furnished and paid for by Landlord. In the event that Resident defaults under the terms of this Lease as provided in this Paragraph, Resident shall be responsible to Landlord for damages for unpaid rent, late charges, concession received, attorney's fees, and/or fee paid to any collection agency, costs and other special and general damages appertaining thereto. Resident will be responsible for Rent and late fees due to Landlord until the Premises is relet. Resident will also be responsible for any difference in Rent charged to new resident and for paying any concession offered to the new resident. Landlord, its successors and assigns, are hereby given the right to recover such damages from Resident by use of any appropriate legal means. These charges are in addition to all other amounts accruing under this Lease, including, without limitation, non-sufficient fund (NSF) check charges, utility charges and/or charges for the cost of repair and cleaning of the Premises for wear and tear, damages above normal wear and tear, attorney's fees and costs, and collection expenses and costs.

18. **PETS.** Resident may only keep cats and dogs (the "**Pet**") in the Premises. There is a two (2) Pet maximum and each Pet cannot exceed a weight of thirty pounds (30 lbs.). Aggressive breeds are not allowed in the Community. Visiting pets are not permitted under any circumstances. Residents must pick up after their respective Pets. Pets are not allowed in the common areas of the Community, and Pets must always be on a leash or carried by Resident. If a pet is brought in during the lease term, the tenant must notify management and pay the non-refundable fee of \$ 500.00.

19. **RIGHT TO POSSESSION.** Whenever under the terms hereof Landlord is entitled to possession of the Premises, Resident will immediately surrender the Premises to Landlord in as good condition as at the commencement of this Lease, normal wear and tear excepted.

20. **RULES AND REGULATIONS.** It is agreed and understood by Resident that Landlord may, in its sole discretion, hereafter, reasonably amend, or alter, the rules and regulations of the Community, attached to this Lease as **Schedule 3** (the "**Rules and Regulations**"), without the prior consent of Resident, and that Resident agrees to be bound thereby after receiving written notice of such amendments. All subsequent amendments to the Rules and Regulations shall be deemed incorporated in this Lease by reference immediately upon the delivery of same to Resident or the posting of same in the common areas of the Community. Resident, Occupant and their agents, guests and invitees shall comply with the Rules and Regulations now or hereafter promulgated by Landlord. Resident agrees to abide by all federal, state, and local laws and ordinances and agrees not to engage in any activity in or about the Community, including common areas, of an illegal nature, purpose or intent. Resident further agrees that Resident, Occupant and their agents, guests and invitees shall not be loud, boisterous, disorderly, nor shall they individually or collectively in any way whatsoever disturb the rights, comforts and conveniences of Landlord, its agents, representatives and/or employees nor of other residents, guest(s) or invitee(s) at the Community. Resident shall neither interfere with Landlord or the Manager in the performance of their duties, nor shall Resident make any threats to any agent, employee or personnel of the Manager or Landlord. Violation of this provision shall be considered a material breach of this Lease entitling Landlord to terminate Resident's right of occupancy immediately.

21. **RADON GAS.** Landlord provides the following notification as required by Section 404.056(5), Florida Statutes:

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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.

22. **MOLD AND MILDEW.** Resident acknowledges that the Premises 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 Premises to retard or prevent the growth of mold and mildew. Resident agrees to be responsible for properly running the air conditioning, ventilating and dehumidifying the Premises and the contents to retard and prevent mold and mildew. Landlord shall not be responsible for damage to the Premises or the personal property contained therein for damages caused by mold and mildew.

23. **PARKING.** All parking spaces are assigned, and all vehicles must be registered with the Manager. Resident, Occupant, and their agents, guests and invitees must observe all parking regulations as posted or indicated by Landlord and/or local authorities. Parking of vehicles in other than designated parking areas is prohibited. No boats, trailers, large trucks (defined as having more than (4) wheels), buses, limousines or commercial vehicles will be permitted on the parking lots, driveways or garages without the prior written permission of Landlord or Manager. Motorcycles, motor scooters and bicycles must be parked in areas designated for parking these devices. Parking and/or driving on grass or the placement of any type vehicle, motorcycle or motor scooter inside the Premises is strictly prohibited. Resident will not affix any type of vehicle, motorcycle, motor scooter or bicycle to light or signposts or stairwells any place in the Community. The repair, washing and/or testing of motor vehicles and/or their engines anywhere in the Community is strictly prohibited. Resident agrees to remove his/her vehicles from the parking areas or garage promptly upon the expiration or termination of this Lease. The parking areas are for use only by properly registered, functioning and authorized motor vehicles.

To the extent Resident's vehicle is not properly registered and/or licensed, or generally appears to be in an inoperable condition (including, but not limited to, vehicles with flat or missing tires), Landlord will provide written notice to Resident of such violations. To the extent the violations are not corrected within forty-eight (48) hours of receipt of written notice, Resident hereby appoints Landlord as their agent to have the vehicle towed from the Community. However, non-compliance with all other Rules and Regulations respecting parking shall entitle Landlord to have the vehicle towed immediately, without notice, at owner's risk and expense. In addition, if the vehicle is parked in a manner which is dangerous, unlawful or which otherwise constitutes a nuisance or inconvenience, Landlord may immediately cause such vehicle to be towed, without notice, at owner's risk and expense.

Resident hereby irrevocably appoints Landlord as his/her attorney-in-fact to remove any vehicle parked in violation of this Lease and to store the vehicle at the cost and expense of Resident, in such place or places as Landlord, in its sole discretion, may deem proper, or to dispose of the vehicle in the manner provided by applicable law. If Landlord uses the services of a private tow operator to relocate Resident's vehicle from the Community, Resident agrees to pay the fee associated with such relocation within seven (7) days of the presentation of a bill. Failure of Resident to pay such bill to Landlord shall constitute a material breach of this Lease. To the extent a private towing company is requested to ensure compliance with this Lease or the Rules and Regulations, Resident acknowledges that the towing company is an independent contractor engaged in a non-hazardous occupation, and, therefore, Landlord has no liability resulting from the acts or omissions of the towing company. Resident agrees to indemnify and hold harmless from claims and all costs and expenses incurred, including, but not limited to, attorney's fees and costs resulting from the towing of motor vehicles belonging to Resident, Occupant or their invitees, agents or guests where such motor vehicles are parked in violation of this Lease.

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Landlord reserves the right to make rules for the use of all parking spaces; to place limitations upon use of parking spaces at any time after the beginning of the Term of this Lease; to institute a reasonable charge for such use at any time after the beginning of the term; and to make changes in the rules and charges from time to time. Resident understands that if Landlord provides garage accommodations or assigns reserved parking spaces, such garage accommodations or reserved parking spaces are optional facilities and may not be included in the Rent. No representation is made that sufficient garage or parking space is available for all Residents, or that the present number of parking spaces will always be available. Landlord may modify the method by which parking is furnished at the Community or billed to Resident during the Term of this Lease. Landlord may choose also to incorporate assigned parking areas or eliminate any areas currently assigned. In the event Landlord chooses to so modify parking on the Community, Landlord shall give Resident not less than thirty (30) days prior written notice of such modification.

24. NO SECURITY SERVICES. Landlord shall not provide nor does Landlord have any duty to provide for Resident, security services for the protection of Resident, Occupant, and their guests, invitees, and agents or the property of any of the foregoing persons. Resident hereby acknowledges that Resident understands the foregoing, and Resident shall look solely to the law enforcement agencies of the county or municipality in which the Community is located for protection. It is agreed and understood that Landlord shall not be liable to Resident for any damages, injuries or wrongs sustained by others, or property of same from criminal or wrongful acts of Landlord, its representatives, agents, employees, or any other persons or entities that may cause harm to Resident resulting from a tortious, criminal or wrongful act by same. In the event that Landlord elects to hire a security service to patrol or monitor the Community, it is understood and agreed that such services are provided exclusively for the protection of Landlord's property and in no way whatsoever shall it be intended or construed as a waiver by Landlord of the foregoing, nor in any way whatsoever shall it be construed as creating a duty of Landlord to protect Resident, Occupant and their guests, invitees, and agents or the property of any of the foregoing persons.

25. ATTORNEY'S FEES. In the event legal action is instituted to enforce this Lease, the prevailing party shall be responsible for the non-prevailing party's attorney's fees, in addition to court and other costs, including, without limitation, fees and costs incurred in conjunction with any proceeding before any appellate tribunal. In the event Landlord employs the services of a collection agency or attorney to collect any money owed Landlord by Resident, Resident shall be responsible to reimburse Landlord upon demand for all costs and fees, whether or not contingent, incurred by Landlord, in addition to all other amounts owed.

26. MORTGAGEE'S RIGHTS. Resident's rights under this Lease shall at all times be automatically subordinate and junior to any existing or future mortgage, deed, trust or other lien applicable to the Premises or its contents, which is now or shall hereafter be placed on the real property comprising the Community. If requested, Resident shall execute promptly any document that Landlord may request to verify this subordination agreement.

27. NOTICES. Any notice required by this Lease shall be in writing and shall be posted, hand delivered and/or mailed by registered or certified mail to both Landlord and Manager at their respective addresses set forth in the first page of this Lease and to Resident at the Premises.

28. WAIVER. Failure of Landlord to insist upon strict or timely compliance by Resident with any term of this Lease 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 Lease, including, without limitation, any term that may not have been enforced strictly by Landlord previously. Acceptance by Landlord of Rent after knowledge of any breach of this Lease by Resident shall not be a waiver of Landlord's right nor construed as an election by 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.

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Landlord may demand same at any time, including move-out or thereafter. Resident hereby waives Resident's right to demand a jury trial in any cause of action arising between Landlord and Resident concerning this Lease.

29. ENTIRE AGREEMENT. This Lease and the schedules attached to this Lease constitute the entire agreement between the parties and no oral statements shall be binding. 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 or Manager or Landlord make any representations, engage in any discussions of this Lease, or otherwise communicate with Resident, anything that in any way whatsoever contradicts any written term or condition of this Lease, nor did any representative, agent, or employee or Manager or Landlord make any statements or communications or representations of any nature whatsoever that supplement or in any way whatsoever amend or add any terms or provisions to this Lease as written. This Lease comprises all terms, conditions and agreements of the parties with respect to the subject matter hereof, superseding all prior arrangements or agreements, and except as provided in the Rules and Regulations may not be altered or amended except in writing and signed by authorized representatives of each party to this Lease. This Lease shall not be construed more strongly against any party hereto regardless of who was more responsible for its preparation. Resident acknowledges that it has had an opportunity to consult legal counsel before executing this Lease. This Lease shall be construed by and enforced with, and the validity and performance hereof shall be governed by, the laws of the State of Florida. Venue for any proceeding shall be in Miami-Dade County, Florida.

30. SEVERABILITY. If any term of this Lease is found to be contrary to the laws of the State of Florida, or it is found that any term is void or voidable, then such term shall not apply and this Lease shall be construed as if such term were not present, and there shall be no effect on the remainder of this Lease as a result of the removal of such term, provided that the general intent of this Lease is not changed.

31. DAMAGE OR DESTRUCTION OF PREMISES. In the event of damage or destruction to the Premises by fire, water, or other hazard, including as a result of a natural or man-made disaster or in the event of malfunction of equipment or utilities, Resident shall immediately notify Landlord. If the damages are such that occupancy of the Premises as a whole can be continued, Landlord shall make repairs as needed with reasonable promptness and Rent shall not abate during the period of such repairs. If only part of the Premises is rendered unusable by the damage or destruction, Resident may vacate only that portion of the Premises rendered unusable and Resident's Rent shall be reduced by the proportionate value of the unusable portion of the Premises during the period of partial vacancy, provided the damage or destruction was not caused by Resident, Occupant, or their guests, agents or invitees but in all other respects the terms and provisions of this Lease shall continue in full force and effect. 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 sole and absolute opinion, the Premises are so damaged or destroyed other than by the wrongful or negligent acts of Resident, Occupant, or their guests, agents or invitees so as to substantially impair Resident's enjoyment of the Premises, this Lease may be terminated by either Landlord or Resident in which event Resident shall vacate the Premises within seven (7) days of receiving notice by the other party. In the event the Premises is damaged or destroyed so as to substantially impair Resident's enjoyment of the Premises due to wrongful or negligent acts of Resident, Occupant, or their guests, agents or invitees, Landlord may, in addition to Landlord's other remedies under Florida law, terminate this Lease by providing Resident with a seven (7) day notice to vacate, in which event Resident shall vacate the Premises within seven (7) days of receipt of the notice. Notwithstanding the foregoing, in the event of a casualty resulting in damage or destruction to the Premises, Landlord shall have the unilateral right to declare that this Lease is not terminated and require Resident to accept a comparable premises in the Community for the remaining term of this 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 premises, and Resident shall immediately vacate the Premises and take possession of such comparable premises.

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32. RESIDENT INFORMATION. If Resident has supplied information to Manager by means of a rental application or similar instrument, Resident covenants that Resident knowingly and voluntarily gave all such information, and if such information proves to be false or misleading, Resident shall have committed a material breach of this Lease that Resident shall not be permitted to cure.

33. CRIME-FREE HOUSING CLAUSE

a. Resident, any member of Resident's household, or a guest or other person under Resident's control, shall not engage in or facilitate criminal activity on or near the Community, including, but not limited to, violent activity or drug-related criminal activity.

b. Resident or any member of Resident's household shall not permit the Premises to be used for, or facilitate, criminal activity, including, but not limited to, violent criminal activity or drug related criminal activity.

c. "**Violent criminal activity**" means any felonious criminal activity that has one of its elements the use, attempted use or threatened use of physical force against the person or property of another.

d. "**Drug related criminal activity**" means the illegal manufacture, sales, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act or any other Federal or Florida law governing controlled substances).

e. Resident, Occupant, and their guests, agents or invitees shall not engage in any illegal activity including prostitution, criminal street gang activity, threats or intimidation, assault, including, but not limited to the unlawful possession or discharge of firearms or illegal weapons on or near the Community, or any other violation of the criminal statutes of the Federal government or the State of Florida or any breach of this Lease that otherwise jeopardizes the health, safety and welfare of Landlord, Manager, their agents, other residents, or guests or that which involves imminent or actual serious property damage.

f. Resident represents that neither Resident nor any Occupant has ever been convicted of any felony or misdemeanor, including sexual misconduct or controlled substance, and that to the best of Resident's knowledge, neither Resident nor any Occupant is the subject of a criminal investigation or arrest warrant. Resident hereby further represents that neither Resident nor any Occupant has any criminal charges of a sexual nature pending adjudication as of the Effective Date. Resident agrees that Landlord may terminate this Lease if it ever comes to the attention of Landlord that Resident, Occupant, or their guests, agents or invitees have been convicted of any sexual criminal activity or placed on probation with adjudication withheld at any time. Resident authorizes Landlord to perform a criminal background investigation of Resident or any Occupant.

g. One or more violations of this Paragraph constitute a substantial violation of this Lease and a material noncompliance with this Lease for which Resident shall not be given the opportunity to cure. Any such violation is grounds for termination of tenancy and eviction from the Premises.

h. Proof of violation shall be by a preponderance of evidence, unless otherwise provided by law.

i. In case of any conflict between the provisions of this clause and any other provisions of this Lease, the provisions of this clause shall govern.

34. CORPORATIONS, COMPANIES OR PARTNERSHIPS. If Resident is a corporation, company or a partnership, the person signing this Lease on behalf of such entity hereby warrants that he has full authority from such entity hereunder and such person and entity shall be jointly and severally liable for compliance with this Lease, including the payment of all Rent and any and all other amounts that may be due and owing to Landlord under the terms of this Lease, including attorney's fees and costs.

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35. NO CONSTRUCTION LIENS. Resident shall have no power or authority to permit construction, mechanics, material men's or other liens to be placed upon the Premises or the Community for any reason, including in connection with maintenance, alterations, modifications or otherwise. The interest of Landlord shall not be subject to liens for improvements made by Resident. Landlord shall not be liable for any work, labor or materials furnished to the Premises by or through Resident or anyone claiming through Resident. No construction liens or other liens for any such work, labor or materials shall attach or affect the interest of Landlord in and to the Premises or Community. Landlord intends to record a notice as set forth in Section 713.10, Florida Statutes. This Lease itself shall not be recorded in the public records.

36. AMENITIES. Resident agrees that Resident is renting only the Premises. Rent includes Resident's use of any amenities in the Community, such as the pool, pool deck, gym and all other common areas (collectively, the "**Recreational Facilities**"). The Recreational Facilities may be used only by Resident, Occupant, and their guests and invitees. Landlord may from time to time issue new or amended Rules and Regulations to govern the use of such amenities. Such Rules and Regulations may call for the payment of fees, either on a seasonal, monthly or annual basis, for membership. Fees for use by Resident's guests of the Recreational Facilities may be charged. The use of any Recreational Facility may be allowed or revoked in Landlord's sole and absolute discretion. A Recreational Facility may be removed from service by Landlord on a permanent or part-time basis without compensating Resident and Resident may not withhold Rent or terminate this Lease based on such action. Landlord makes, and specifically disclaims, representations or warranties of any kind, whether expressed or implied, regarding the Community, including the Recreational Facilities, or the use thereof. Specifically, no representations or warranties are made regarding the fitness of any of the Recreational Facilities for a particular purpose.

37. RELEASE. Resident assumes full responsibility and risk for any injury or damage which Resident, Occupant and their guests, invitees and agent might cause or sustain which is related in any way to their occupancy of the Premises or the use or existence of the Community, including the use and enjoyment of the Recreational Facilities. Such assumption of responsibility shall include, but not be limited to, any injury or damage caused, either in whole or in part, by the negligence or fault of Landlord, the Manager and/or their respective successors, heirs, assigns, agents, directors, officers, members, partners, employees, stockholders, representatives, attorneys and all persons acting by, through, under or in concert with them, or any of them (collectively, the "**Affiliated Persons**"). Resident agrees to hold Landlord, Manager and all Affiliated Persons, harmless from any and all claims related to the loss of or damage to all personal property and Resident assumes full responsibility and risk for the loss or theft thereof.

By executing this Lease, Resident hereby releases and forever discharges Landlord, Manager and all Affiliated Persons of and from any and all claims, demands, controversies, rights, damages, costs, expenses, attorneys' fees, actions and/or causes of action of any kind and nature whatsoever, at law or in equity, known or unknown, fixed or contingent (collectively, the "**Claims**"), which Resident now has or may hereafter have against Landlord, Manager and all Affiliated Persons by reasons of any matter, cause or thing whatsoever, whether directly or indirectly related to the occupancy of the Premises and the use or existence of the Recreational Facilities or otherwise and whether caused in whole or in part by the sole, concurrent or contributing fault or negligence of Landlord, Manager or any Affiliated Persons. By releasing and forever discharging any Claims, Resident may have, as above provide, Resident expressly waives any rights Resident has under the law to recover damages for any Claim against Landlord, Manager or Affiliated Persons. Resident further agrees to indemnify and hold Landlord, Manager and all Affiliated Persons harmless from and against any and all Claims and damages of every kind and nature whatsoever, for injury to or death of any person or persons and for damage to or loss of property, including theft, which either Landlord, Manager or Affiliated Persons may incur, arising out of or attributed, directly or indirectly, to Resident's breach of this Lease, the use of any Recreational Facilities or occupancy of the Premises by Resident, Occupant or their guests, invitees or agents, or otherwise, including,

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without limitation, attorney's fees and court costs, regardless of whether such injury, loss, claim, damage, cost or expense was caused by the sole, concurrent or contributing negligence or fault of Landlord, Manager or Affiliated Persons.

38. WAIVER OF JURY TRIAL. LANDLORD AND RESIDENT HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS LEASE OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY UNDER THIS LEASE TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY LANDLORD AND RESIDENT. LANDLORD AND RESIDENT HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. LANDLORD AND RESIDENT FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF LANDLORD AND RESIDENT (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO LANDLORD AND RESIDENT OR TO ANY AGENT OR REPRESENTATIVE OF LANDLORD AND RESIDENT (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING INTO THIS LEASE. THIS WAIVER SHALL APPLY TO THIS LEASE AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS LEASE. THIS PROVISION SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS LEASE.

39. TIME OF THE ESSENCE. Time is of the essence with respect to all time or notice deadlines set forth in this Lease; however, this provision shall not affect the rights of any defaulting party hereunder to cure such default within the time periods (if any) explicitly set forth herein, if and as so permitted pursuant to the terms of this Lease.

40. OFAC. Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("OFAC"). This requirement applies to Landlord. Accordingly, Landlord will check current OFAC lists and other publications in connection with this Lease. In order to check the OFAC list, Resident and Occupant must provide to Landlord a government issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Resident or Occupant (or any single person or entity constituting a part of Resident or Occupant) matches a name or entity on any such OFAC list or publication, this Lease will be immediately suspended, and Resident and/or Occupant shall be reported as instructed by the OFAC.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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BY SIGNING THIS LEASE, RESIDENT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF RESIDENT'S PERSONAL PROPERTY.

IN WITNESS WHEREOF, the parties have executed these the day and year first above written. The signature of Resident(s) indicates they have read the entire Lease.

WITNESSES:

Print Name: _____

Print Name: _____

RESIDENT:

Signature: Joe Carollo
Print: JOE CAROLLO
Date: 9/22/16

WITNESSES:

Print Name: _____

Print Name: _____

RESIDENT:

Signature: _____
Print: _____
Date: _____

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WITNESSES:

Print Name: _____

Print Name: _____

RESIDENT:

Signature: _____
Print: _____
Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

RESIDENT:

Signature: _____
Print: _____
Date: _____

[ADDITIONAL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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WITNESSES:

Print Name: _____

Print Name: _____

LANDLORD'S AGENT:

MDR Real Estate, LLC

By: 

Name: Maria E Cervantes

Title: Manager

Date: 9/22/16

LIST OF SCHEDULES ATTACHED TO THIS LEASE

- Schedule 1: Disclosure from Non-Lawyer
- Schedule 2: Move-In Report
- Schedule 3: Rules and Regulations
- Schedule 4: Carbon Monoxide Warning
- Schedule 5: Mold and Mildew Disclosure
- Schedule 6: Control Access Disclosure
- Schedule 7: Apartment Security Disclosure

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