

Filing # 22036523 E-Filed 12/30/2014 12:13:27 PM

IN THE COUNTY COURT, IN AND FOR  
DUVAL COUNTY, FLORIDA

CASE NUMBER:  
DIVISION:

WRH REALTY SERVICES, INC. D/B/A  
CASA DEL RIO ST. JOHNS APTS.,

, PLAINTIFF

-VS-  
DEMION SMALL,

, DEFENDANT(S)

\_\_\_\_\_ /

**COMPLAINT TO EVICT TENANT**

THE PLAINTIFF SUES THE DEFENDANT AND ALLEGES:

1. THIS IS AN ACTION TO EVICT A PERSON FROM REAL PROPERTY IN DUVAL COUNTY, FLORIDA.

2. PLAINTIFF IS THE OWNER OR MANAGER OF THE PROPERTY THAT IS THE SUBJECT OF THIS ACTION WHICH IS LOCATED AT:

3500 UNIVERSITY BLVD., N., #1512  
JACKSONVILLE, FLORIDA 32277

3. THE DEFENDANT HAS POSSESSION OF SAID PROPERTY UNDER A WRITTEN AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO, TO PAY RENT OF \$479, MONTHLY (WHICH MAY OR MAY NOT INCLUDE CONCESSIONS GIVEN), ON THE FIRST DAY OF EACH MONTH.

4. DEFENDANT FAILED TO PAY RENT DUE ON DECEMBER 1, 2014.

5. PLAINTIFF SERVED THE DEFENDANT WITH A NOTICE ON DECEMBER 5, 2014 TO PAY RENT OR DELIVER POSSESSION OF SAID PROPERTY, HOWEVER, DEFENDANT HAS FAILED TO DO EITHER.

6. PLAINTIFF HAS OBLIGATED ITSELF TO PAY THEIR ATTORNEY A REASONABLE FEE FOR THE BRINGING OF THIS ACTION.

**WHEREFORE, PLAINTIFF DEMANDS JUDGMENT FOR POSSESSION OF THE PROPERTY AGAINST THE DEFENDANT.**

\s\ Dale G. Westling, Sr.  
DALE G. WESTLING, SR., P.A.  
ATTORNEY FOR PLAINTIFF  
331 EAST UNION STREET  
JACKSONVILLE, FLORIDA 32202  
(904) 356-2341  
pleadings@dalewestling.com  
FLORIDA BAR #203262

THREE-DAY NOTICE  
TO PAY RENT OR DELIVER POSSESSION

December 5, 2014

Deminion Small

3500 University Boulevard North # 1512  
Jacksonville, Florida 32277

AND ALL OTHERS IN POSSESSION OF THE ABOVE DESCRIBED PREMISES.

You are hereby notified that you are indebted to landlord in the sum of \$ 895.59 for rent and the use of the premises indicated above, in Duval County, Florida, now occupied by you and that the landlord demands payment of the rent or possession of the premises within three (3) days, excluding Saturdays, Sundays and Legal Holidays, from the date of delivery of this notice, to wit: on or before the 10th day of December 2014.

  
\_\_\_\_\_  
Angelia Gofgs - Agent for Landlord

Casa Del Rio St. Johns Apartments  
3500 University Blvd N.  
Jacksonville, Florida 32277  
(904) 744-4022

\_\_\_\_ Hand Delivered to Resident(s)

or

Posted to Resident(s) residence in absence December 5, 2014

Failure to comply with this notice will result in the landlord retaking possession of the above described property for your account. Eviction proceedings will be commenced against you to (1) recover possession of the premises, (2) to recover any rent and other charges due under the rental agreement, including any damages to the premises; and (3) to recover reasonable attorney's fees and court costs. PLEASE GOVERN YOURSELF ACCORDINGLY.



Apartment Lease Contract



Date of Lease Contract: April 30, 2014 (when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In - General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract): Deminion Small

River Bend Partners LLC and us, the owner:

(name of apartment community or title holder). You've agreed to rent Apartment No. 1512, at 3500 University Blvd. N. (street address) in Jacksonville (city), Florida, 32277 (zip code)

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The Owner or Manager of these apartments is Pinnacle

whose address is 2600 Lake Lucien Drive, Ste. 300, Maitland, FL 32751

Such person or company is authorized to receive notices and demands in the landlord's behalf.

A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows: 3500 University Blvd. N. Jacksonville, FL 32277. Notice to the tenant must be delivered to the Resident's address as shown above.

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS. The initial term of the Lease Contract begins on the 1st day of June, 2014, and ends at midnight the 31st day of May, 2014. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by this paragraph and paragraph 37. If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 37, you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of \$ (equal to one month's rent) in accordance with Fla. Stat. §83.575(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 37, and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 60 days before the end of the lease term if the lease will not be renewed.

Month-to-Month Tenancies: In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15, inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written day notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 15 days' prior to the end of the monthly rental period. If you fail to provide us at least 15 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month's rent.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 250.00, due on or before the date this Lease Contract is signed.

Any security deposit or advance rent you paid is being held in one of the following three ways as indicated below [Landlord check one option]:

1. In a separate NON-INTEREST bearing account for your benefit in the following bank: Bank of America, whose address is

2. In a separate INTEREST bearing account for your benefit in the following bank: whose address is

If an interest bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

3. In a commingled account at the following bank: whose address is

provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per year simple interest.

Initials of Resident. Resident acknowledges receiving a copy of F.S. 83.49(2)(d) which provides as follows:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE 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 DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

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

5. KEYS AND FURNITURE. You will be provided 2 apartment key(s), 0 mailbox key(s), and 0 other access devices for N/A. Your apartment will be furnished or unfurnished. See paragraph 9, Locks and Latches.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 479.00 per month for rent, payable in advance and without demand: at the on-site manager's office, or at our online payment site, or at Management Office Drop Box

Prorated rent of \$ is due for the remainder of the 1st month or 2nd month, on

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't

60 days before the end of the lease term if the lease will not be renewed

- 38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- 39. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false

security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/ manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for any charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date.

- 42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We will mail you your security deposit refund within fifteen (15) days after surrender or abandonment if we do not intend to impose a claim on the security deposit. If we do intend to impose a claim on the security deposit we shall give you thirty (30) days written notice by certified mail to your last known mailing address stating the reason for imposing the claim.

You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid.

An apartment is also considered "abandoned" if you are absent from the apartment or premises for at least fifteen (15) days, unless the rent is current or you have notified us in writing of your intended absence.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

**Signatures, Originals and Attachments**

- 43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures-one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Enclosed Garage Addendum
- Community Policies Addendum
- Lease Contract Guaranty ( ..... guaranties, if more than one)
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity:..... )
- Satellite Dish or Antenna Addendum
- Asbestos Addendum (if asbestos is present)
- Lead Hazard Information and Disclosure Addendum (federal)
- Utility Addendum
- Remote Control, Card or Code Access Gate Addendum
- Intrusion Alarm Addendum
- Other .....
- Other .....

You are legally bound by this document.  
Read it carefully before signing.

Resident or Residents (all sign below)

DOMINIA SMALL

Owner or Owner's Representative (signing on behalf of owner)

[Signature]

Address and phone number of owner's representative for notice purposes

2600 Lake Lucien Drive, 300

Maitland, FL 32751

(407) 949-0800

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1) 04/30/2014

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2). Rent paid after the 3rd of the month must be certified by cashier's check/money order. Checks returned for non-payment or insufficient funds will incur a \$50.00 NSF fee plus any late charges that may incur. Conserve is a third party utility billing service for Casa Del Rio Management and not a resident utility service. All residents must have electrical service provided by JEA and established in residents name at move-in. Any interruptions in service will be billed to resident plus a \$50.00 service fee and late fees. Any and all charges associated with this lease is considered rent. Water/Sewer and any additional charges are considered as rent.