

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE COMMISSION

FILED
2008 DEC 10 A 10:24
DIVISION OF ADMINISTRATIVE HEARINGS

Final Order No. BPR-2008-10552 Date: 12-9-08
FILED

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION,
DIVISION OF REAL ESTATE,

Department of Business and Professional Regulation
AGENCY CLERK

Sarah Wachman, Agency Clerk

By:

Brandon M. Thibault

Petitioner,

DOAH CASE NO. : 08-2165PL

vs.

2007-004262

JUAN C. CHAVARRIAGA,

Respondent.

FINAL ORDER

THIS CAUSE came before the FLORIDA REAL ESTATE COMMISSION ("Commission") pursuant to Sections 120.569 and 120.57(1), Florida Statutes, on October 14, 2008, in Ft. Lauderdale Beach, Florida, for the purpose of considering the Administrative Law Judge's Recommended Order in the above-styled cause. A copy of said Recommended Order is attached hereto and incorporated herein as Exhibit "A."

The Petitioner was represented by Patrick Cunningham, Esquire, Senior Attorney for the Division of Real Estate, Orlando, Orange County, Florida. The Respondent was represented by Alan A. Glenn, Esquire of Miami, Florida. The Commission was represented by Tom Barnhart of Tallahassee, Leon County, Florida. After a review of the complete record in this matter, including consideration of the Administrative Law Judge's Recommended Order and the arguments of each party, the Commission makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. The Administrative Law Judge's findings of fact as set forth in the Exhibit "A" are approved, adopted and incorporated herein by reference.
2. There is competent, substantial evidence to support the Administrative Law Judge's findings of fact as adopted by the Commission.

CONCLUSIONS OF LAW

3. The Board has jurisdiction of this matter pursuant to Sections 120.569 and 120.57(1), Florida Statutes, Chapter 475, Part I, Florida Statutes, and Chapter 61J2 of the Florida Administrative Code.
4. The Administrative Law Judge's conclusions of law as set forth in Exhibit "A" are approved, adopted and incorporated herein by reference, as amended and adopted by the rulings on Petitioner's Exceptions by the Commission as set forth below.
5. There is competent, substantial evidence to support the conclusions of law in Exhibit "A", as amended and adopted by the Commission as set forth below.

DISPOSITION

6. The Commission adopts the Administrative Law Judge's recommendation.

WHEREFORE, it is hereby **ORDERED** and **ADJUDGED** that:

1. Respondent is guilty of the violations alleged in Counts III and IV of the Administrative Complaint;
2. Counts I and II of the Administrative Complaint are dismissed;

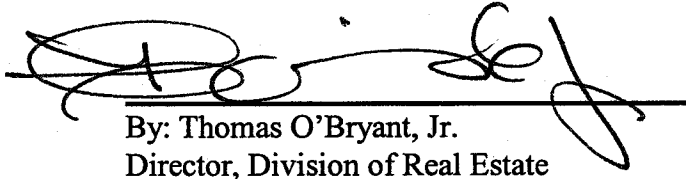
3. Respondent's real estate license is suspended for one year beginning 30 days after the filing date of this Final Order; and

4. Respondent shall pay an administrative fine of \$1,000.00 to the Division of Real Estate within one year of the filing date of this Final Order.

This Order is effective when filed with the Clerk of the Department of Business and Professional Regulation.

DONE and ORDERED this 4 day of December, 2008.

FLORIDA REAL ESTATE COMMISSION


By: Thomas O'Bryant, Jr.
Director, Division of Real Estate

NOTICE OF RIGHT TO JUDICIAL REVIEW

A party who is adversely affected by this Final Order is entitled to judicial review pursuant to Section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commenced by filing one copy of a Notice of Appeal with the agency clerk of the Department of Business and Professional Regulation and a second copy, accompanied by filing fees prescribed by law, with the district court of appeal in the appellate district where the party resides. The Notice of Appeal must be filed within thirty (30) days of rendition of the order to be reviewed.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order has been provided by U.S. Mail to Alan A. Glenn, Esquire, 14629 SW 104th Street, No. 432, Miami, Florida 33186, Larry J. Sartin, Administrative Law Judge, Division of Administrative Hearings, The DeSoto Building, 1230 Apalachee Parkway, Tallahassee, Florida 32399-3060; and to Tom Barnhart, Senior Assistant Attorney General, Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050, on this 9th day of December, 2008.

Brendan M. Nibbl

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE COMMISSION**

FLORIDA DEPARTMENT OF BUSINESS
AND PROFESSIONAL REGULATION,
DIVISION OF REAL ESTATE,

Petitioner,

vs.

FDBPR Case N° 2007004262

JUAN C. CHAVARRIAGA,

Respondent.

ADMINISTRATIVE COMPLAINT

State of Florida, Department of Business and Professional Regulation, Division of Real Estate (“Petitioner”) files this Administrative Complaint against Juan C. Chavarriaga (“Respondent”) and alleges:

ESSENTIAL ALLEGATIONS OF MATERIAL FACT

1. Petitioner is a state government licensing and regulatory agency charged with the responsibility and duty to prosecute Administrative Complaints pursuant to the laws of the State of Florida, in particular Section 20.165 and Chapters 120, 455 and 475, of the Florida Statutes and the rules promulgated pursuant thereto.
2. Respondent is a licensed Florida real estate broker associate, issued license number 3130017 in accordance with Chapter 475 of the Florida Statutes.
3. The last license issued was as a broker associate at CACF Real Estate, Inc., 15280 NW 79th Court #106, Miami Lakes, Florida 33016.

4. At all times material, Respondent was a licensed real estate sales associate with Ocampo & Alvarez Realty LLC.

5. At all times material Respondent knew or should have known that Alejandro Ochoa was named property manager by Claudia Mejia (Owner) for a property located at 4381 SW 133rd Lane, Miramar, FL 33027 (Subject Property). A copy of correspondence is attached hereto and incorporated herein as Administrative Complaint Exhibit 1.

6. On or about March 30, 2006 Respondent rented the Subject Property to Carlos Alvarez for an annual lease amount of \$18,000.00 or \$1,500.00 per month. A copy of the lease is attached hereto and incorporated herein as Administrative Complaint Exhibit 2.

7. Respondent rented/leased the Subject Property without authorization from the Owner or the property manager appointed by the Owner.

8. Respondent directed funds from the management of the Subject Property to his own management company, Maux Management.

COUNT I

Based upon the foregoing, Respondent is guilty of misrepresentation, dishonest dealing by trick, scheme or device, culpable negligence, or breach of trust in any business transaction in violation of Section 475.25(1)(b), Florida Statutes.

COUNT II

Based upon the foregoing, Respondent is guilty of having operated as a broker while licensed as a sales associate in violation of Section 475.42(1)(b), Florida Statutes and, therefore, in violation of Section 475.25(1)(e), Florida Statutes.

COUNT III

Based upon the foregoing, Respondent is guilty of having collected any money in connection

with any real estate brokerage transaction except in the name of the employer and with the express consent of the employer and is guilty of commencing or maintaining any action for a commission or compensation against any person except his registered employer in violation of Section 475.42(1)(d), Florida Statutes and, therefore, in violation of Section 475.25(1)(e), Florida Statutes.

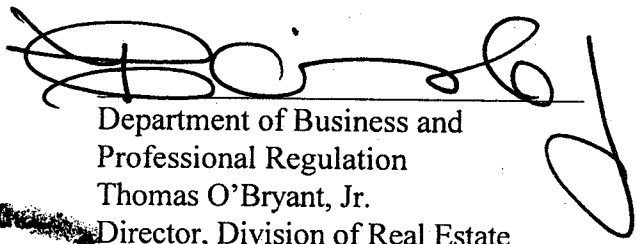
COUNT IV

Based upon the foregoing, Respondent is guilty of failure to immediately place with the registered employer any money, fund, deposit, check or draft entrusted to him as agent of the registered employer in violation of Rule 61J2-14.009 of the Florida Administrative Code and Section 475.25(1)(k), Florida Statutes and, therefore, in violation of Section 475.25(1)(e), Florida Statutes.

WHEREFORE, Petitioner respectfully requests the Florida Real Estate Commission, or the Department of Business and Professional Regulation, as may be appropriate, to issue a Final Order as final agency action finding the Respondent(s) guilty as charged. The penalties which may be imposed for violation(s) of Chapter 475 of the Florida Statutes, depending upon the severity of the offense(s), include: revocation of the license or registration or permit; suspension of the license, registration or permit for a period not to exceed ten (10) years, imposition of an administrative fine of up to \$5,000 for each count or offense; imposition of investigative costs; issuance of a reprimand; imposition of probation subject to terms including, but not limited to, requiring the licensee, registrant or permittee to complete and pass additional real estate education courses; publication; or any combination of the foregoing which may apply. *See* Section 475.25(1), Florida Statutes and Florida Administrative Code Rule 61J2-24.001. The penalties which may be imposed for violation(s) of Chapter 455 of the Florida Statutes, depending upon the severity of the offense(s),

include: revocation of the license, registration, or permit; suspension of the license, registration, or permit for a period not to exceed ten (10) years; imposition of an administrative fine of up to \$5,000 for each count or offense; imposition of investigative costs; issuance of a reprimand; imposition of probation subject to terms including, but not limited to, requiring the licensee, registrant, or permittee to complete and pass additional real estate education courses; publication; restriction of practice; injunctive or mandamus relief; imposition of a cease and desist order; or any combination of the foregoing which may apply. See Section 455.227, Florida Statutes and Florida Administrative Code Rule 61J2-24.001.

SIGNED this 17 day of January, 2008.



Department of Business and
Professional Regulation
Thomas O'Bryant, Jr.
Director, Division of Real Estate

FILED
Department of Professional Regulation
Division of Real Estate
Ray Tley
Mark
11/17/08

ATTORNEY FOR PETITIONER

Patrick J. Cunningham
Senior Attorney
Florida Bar N° 469221
Division of Real Estate
Department of Business and
Professional Regulation,
Legal Section - Suite N 801
Hurstons Bldg. North Tower
400 West Robinson Street
Orlando, Florida 32801-1757
(407) 481-5632
(407) 317-7260 FAX

/k

PCP: RD/HF 1/08

NOTICE TO RESPONDENTS

PLEASE BE ADVISED that mediation under Section 120.573 of the Florida Statutes, is not available for administrative disputes involving this type of agency action.

PLEASE BE FURTHER ADVISED that pursuant to this Administrative Complaint you may request, within the time allowed by law, a hearing to be conducted in this matter in accordance with Sections 120.569 and 120.57 of the Florida Statutes; that you have the right, at your option and expense, to be represented by counsel or other qualified representative in this matter; and that you have the right, at your option and expense, to take testimony, to call and cross-examine witnesses, and to have subpoena and subpoena duces tecum issued on your behalf if a formal hearing is requested.

PLEASE BE FURTHER ADVISED that if you do not file an Election of Rights form or some other responsive pleading with the Petitioner within twenty-one (21) days of receipt of this Administrative Complaint, the Petitioner will file with the Florida Real Estate Commission a motion requesting an informal hearing and entry of an appropriate Final Order which may result in the suspension or revocation of your real estate license or registration. Please see the enclosed Explanation of Rights and Election of Rights form.

June 27 2006

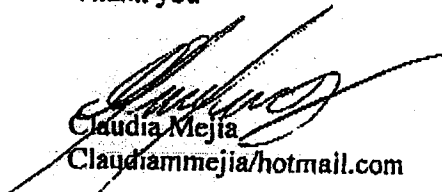
Attn. Juan Chavarriaga

Section 8
Division of Housing Urban Development
Broward County

To whom it may concern,

Please let it be know that I have not athorized Juan Chavarriaga or Weston International Realty or any other company to collect the rent from the tenant or make contracts on my behalf. The only person authorized to do so is Alejandro Ochoa with Brickell Investment Realty 786-2802160. If you have any questions please feel free to contact me at 011-573-11-227-0752. Also please advise who to direct any questions to with the monies he has collected from your agency and I have never recieved.

Thank you


Claudia Mejia
Claudiammejia@hotmail.com

Property Address: 4381 SW 133 Lane Miramar Florida 33027

ADMINISTRATIVE COMPLAINT

EXHIBIT # 1
PAGE 1 OF 1

FROM :Maux Enterprises

FAX NO. :954 721 1855

Mar. 29 2006 06:46PM P1

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

(FOR A TERM NOT TO EXCEED ONE YEAR)

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

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

1. PARTIES. This is a lease (the Lease) between Claudia Mejia / Mau Management
8004 NW 124 Street, Suite 418 Miami, FL 33166 (Landlord) and

Carlos A Alvarez & Noelia Berrios (Tenant)

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at 4381 SW 123 Lane
Silver Falls, Miramar FL 33027 Florida 33027

together with the following furniture and appliances (List all furniture and appliances. If none, write "none.") (In the Lease, the property... leased, including furniture and appliances, if any, is called "the Premises"):
All Kitchen Appliances, Garage door Opener, Washer & Dryer.

The Premises shall be occupied only by the Tenant and the following persons:

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on 04/01/06
and ending 03/31/07 (the "Lease Term").

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of \$ 10,000 / 1,500 monthly (including taxes) for the Lease Term. The rent shall be payable by Tenant in advance
 in installments. If in installments, rent shall be payable
 monthly, on the _____ day of each month. (If left blank, on the first day of each month.)
 weekly, on the _____ day of each week. (If left blank, on Monday of each week.)
in the amount of \$ _____ per installment.
 in full on _____ in the amount of \$ _____

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

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

Landlord (JCH) () and Tenant () () acknowledge receipt of a copy of this page which is Page 1 of 6
RLND-2 10/00 Approved for use under rule 40-2.104 of The Rules Regulating The Florida Bar

ADMINISTRATIVE COMPLAINT
EXHIBIT # 2
PAGE 1 OF 30

FROM : Moux Enterprises

FAX NO. : 954 721 1855

Mar. 29 2006 06:46PM P2

All rent payments shall be payable to Moux Management at 8004 NW 154 Street, Suite 448 (If left blank, to Landlord at Landlord's address).

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

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

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant to pay all future payments by money order, cashier's check or official bank check or cash or other (specify) and to pay bad check fees in the amount of \$ 50 (not to exceed the amount prescribed by Florida Statutes section 68.085).

6. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of \$ 3,600 in accordance with this Paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or to

First <input checked="" type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ <u>1,800</u>	due <u>03/31/06</u>
Prorated rent plus applicable taxes	\$ <u> </u>	due <u> </u>
Advance rent for <input type="checkbox"/> month <input type="checkbox"/> week of <u> </u>	\$ <u> </u>	due <u> </u>
plus applicable taxes	\$ <u> </u>	due <u> </u>
Last <input type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ <u> </u>	due <u> </u>
Security deposit	\$ <u>1,800</u>	due <u> </u>
Additional security deposit	\$ <u> </u>	due <u> </u>
Security deposit for homeowner's association	\$ <u> </u>	due <u> </u>
Other <u> </u>	\$ <u> </u>	due <u> </u>
Other <u> </u>	\$ <u> </u>	due <u> </u>

6. LATE FEES. (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of \$ 50 for each rent payment made days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. PETS. Tenant may may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this Paragraph are permitted on the Premises.

(Specify number of pets, species, breed, purchase date/age of pets.)

8. NOTICES. is Landlord's Agent.

All notices must be sent to: Landlord at
 Landlord's Agent Moux Management at 8004 NW 154 Street, Suite 448 Miami FL 33016

Landlord (XCH) and Tenant acknowledge receipt of a copy of this page which is Page 2 of 6
REHD-2 10/00 Approved for use under rule 10-2.1(a) of The Rules Regarding The Florida Bar

ADMINISTRATIVE COMPLAINT
EXHIBIT # 2
PAGE 2 OF

FROM :Maux Enterprises

FAX NO. :954 721 1855

Mar. 29 2006 06:47PM P3

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. UTILITIES. Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for _____

that Landlord agrees to provide at Landlord's expense.

10. MAINTENANCE. Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below:

(Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

- roots windows screens
- steps doors floors
- porches exterior walls foundations
- plumbing structural components
- heating hot water running water
- locks and keys electrical system cooling
- smoke detection devices garbage removal/outside receptacles
- extermination of rats, mice, roaches, ants and bedbugs extermination of wood-destroying organisms
- lawn/shrubbery pool/spa/hot tub water treatment
- filters(specify) ceilings interior walls

Other (specify) Tenant to pay any repair under \$200. Tenant responsible for shutters installation.

Tenant shall notify _____ at _____ of maintenance and repair request.

11. ASSIGNMENT. Tenant may may not assign the lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

12. KEYS AND LOCKS. Landlord shall furnish Tenant 2 # of sets of keys to the dwelling 0 # of mail box keys 1 # of garage door openers

If there is a homeowner's association, Tenant will be provided with the following to access the association's common areas/facilities: 0 # of keys to _____ 1 # of remote controls to Garage Door 1 # of electronic cards to Gate other (specify) to _____

At end of Lease Term, all items specified in this Paragraph shall be returned to _____ at _____ (If left blank, Landlord at Landlord's address).

13. LEAD-BASED PAINT. LI Check and complete if the dwelling was built before January 1, 1978
Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord YH (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page which is Page 3 of 6 RLHD-2 1000 Approved for use under rule 10-2.1(a) of The Rules Regulating The Florida Bar

ADMINISTRATIVE COMPLAINT
EXHIBIT # 2
PAGE 3 OF 32

FROM : Mauk Enterprises

FAX NO. : 954 721 1855

Mar. 29 2006 06:48PM P4

Lessor's Disclosure (Initial)

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

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

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

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

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

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

Lessee's Acknowledgment (Initial)

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

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

Agent's Acknowledgment (Initial)

(e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

14. MILITARY/U.S. CIVIL SERVICE. Check if applicable. In the event Tenant, who is in the Military/U.S. Civil Service, should receive government orders for permanent change of duty station requiring Tenant to relocate away from the Premises, then Tenant may terminate the Lease without further liability by giving Landlord 90 days advance written notice and a copy of the transfer order.

15. LANDLORD'S ACCESS TO THE PREMISES. As provided in Chapter 83, Part II, Residential Landlord and Tenant Act, Florida Statute, Landlord or Landlord's Agent may enter the Premises in the following circumstances:

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

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

Landlord (_____) and Tenant (_____) acknowledge receipt of a copy of this page which is Page 4 of 6 RLHD-2 10/00 Approved for use under rule 16-2.1(4) of The Rules Regulating The Florida Bar

ADMINISTRATIVE COMPLAINT

EXHIBIT # 2

PAGE 4 OF 33

FROM :Maux Enterprises

FAX NO. :954 721 1855

Mar. 29 2006 06:49PM P5

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

18. RISK OF LOSS/INSURANCE.

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

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

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

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

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

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

24. TENANT'S TELEPHONE NUMBER. Tenant shall within 6 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

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

26. MISCELLANEOUS.

A. Time is of the essence of the Lease.

B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.

E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes original.

G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Landlord () () and Tenant () () acknowledge receipt of a copy of this page which is Page 5 of 6
FLHO-9 10/00 Approved for use under Rule 10-2.1(a) of The Rules Regulating The Florida Bar

ADMINISTRATIVE COMPLAINT

EXHIBIT # 2
PAGE 5 OF 34

FROM : Maux Enterprises

FAX NO. : 954 721 1855

Mar. 29 2006 06:49PM P6

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

Jon Chavarriga
Real Estate License

Real Estate License

Real Estate Brokerage Company

Real Estate Brokerage Company

Commission

Commission

28. EXECUTION.
Executed by Landlord

Landlord's Signature

Date

02/20/06

Landlord's Signature

Date

Executed by Tenant
[Signature]

3/30/06

Tenant's Signature

Date

Tenant's Signature

Date

3/30/06

This form was completed with the assistance of:

Name of Individual:

Name of Business:

Address:

Telephone Number:

Landlord (304) () and Tenant () () acknowledge receipt of a copy of this page which is Page 6 of 8
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ADMINISTRATIVE COMPLAINT

EXHIBIT # 2

PAGE 6 OF 35