

Filing # 105597486 E-Filed 03/30/2020 11:31:19 AM

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

CASE NUMBER:  
DIVISION:

HIGHMARK RESIDENTIAL, LLC AS  
MANAGER FOR GRANDE COURT APTS.,  
PLAINTIFF

-VS-

BARBARA AZOR,  
DEFENDANT(S)

**COMPLAINT TO EVICT TENANT**

The Plaintiff sues the Defendant(s) and alleges:

1. This is an action to evict a person from real property in Duval County, Florida.
2. Plaintiff is the Agent/Manager of the owner and acting on said person's behalf of the property that is the subject of this action which is located at:

**7610 BLANDING BOULEVARD, #214**  
**JACKSONVILLE, FLORIDA 32244**

Further, the Plaintiff herein acts pursuant to the authority granted in s. 83.59(2), Florida Statutes.

3. The Defendant(s) has/have possession of said property under a written agreement, a copy of which is attached hereto, to pay rent of \$873, monthly (which may or may not include concessions given), on the first day of each month.
4. Defendant(s) failed to pay rent due on FEBRUARY 1, 2020 AND MARCH 1, 2020.
5. Plaintiff served the Defendant(s) with a notice on 3/6/2020 to pay rent or deliver possession of said property; however, Defendant(s) has/have failed to do either.
6. The Plaintiff files this complaint with permission of the owner of the property.
7. 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).

/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



**3-DAY NOTICE FOR NONPAYMENT OF RENT**

TO:

DATE: March 6, 2020

Barbara Azor, and all others in possession  
Tenant's Name(s)

7610 Blanding Boulevard # 214  
Jacksonville, Florida 32244  
Tenant's Address

YOU ARE HEREBY NOTIFIED that you are indebted to us in the sum of \$1907.47 for the rent and use of the above referenced premises in Duval County, Florida, now occupied by you. We hereby demand payment of said rent or possession of said premises within three (3) days from the date of delivery of this notice (excluding the day of delivery, Saturday, Sunday, and legal holidays), to wit: on or before the March 11, 2020.

If you vacate the premises or are evicted, we will retake possession of the premises for your account pursuant to section 83.595, Florida Statutes. In addition to unpaid rent, unpaid fees, unpaid utilities and any damage to the premises, you will be liable for the future rent and late fees until your lease expires, minus any rent we receive from re-renting the premises. If a lawsuit is filed, you may be liable for our attorney's fees and costs.

**EVICITION WILL BE FILED ON MARCH 16, 2020**

**NO PERSONAL CHECKS WILL BE ACCEPTED**

**(MONEY ORDERS OR CASHIERS CHECKS ONLY).**

By: Karina Sanchez  
Name / Signature  
Grande Court Apartments  
Property Name  
7610 Blanding Blvd Jacksonville, FL 32244  
Property Address  
904-317-0688  
Property Phone Number

**CERTIFICATION OF DELIVERY**

I HEREBY CERTIFY that a true copy hereof was furnished by:

- ☐ U.S. Mail  
☐ Personal Delivery to Resident(s)  
☒ Posting on the Premises in the Absence of the Resident(s)

Delivered by: D. Anderson Date: 3/6/2020 Time: 3:00pm



# APARTMENT LEASE CONTRACT



Date of Lease Contract: September 13, 2019  
(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):  
Barbara Azor

and us, the owner: SREIT Grande Court, L.L.C.

(name of apartment community or title holder). You've agreed to rent Apartment No. 0214, at 7610 Blanding Blvd #0214

(street address) in Jacksonville (city), Florida, 32244 (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 or electronic 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 Highmark Residential, LLC

whose address is 5429 LBJ Freeway, Suite 800, Dallas, TX 75240

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: 7610 Blanding Blvd., Jacksonville, FL 32244

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):

Woodley Cajuste

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 days without our prior written consent. 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 October, 2019, and ends at 11:59 p.m. the 30th day of September, 2020. 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 36 (Move-Out Notice). 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 36 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of \$ 873.00 (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.57(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 36 (Move-Out Notice), 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 (Rent Increases and Lease Contract Changes), 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 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 \$ 785.00, 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, N.A.

whose address is Florida

; OR

☐ 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.

BFA 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), 2 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 \$ 873.00 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 grandecourt.com

Prorated rent of \$ \_\_\_\_\_ is due for the remainder of ☒ 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. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 50.00 plus a late charge of \$ 5.00 per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. You'll also pay a charge of \$ 30.00 for each returned check or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations

provisions are intended to be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

7. UTILITIES. We'll pay for the following items, if checked:

- ☐ water ☐ gas ☐ electricity ☐ master antenna,  
☐ wastewater ☐ trash ☐ cable TV  
☐ other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident shall not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the landlord, they will be allocated first to non-rent charges and to rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Florida law.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's Insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We urge you to get your own insurance for losses to your personal property and/or personal injuries due to theft, fire, rain, flood, hurricane, wind damage, water damage, pipe leaks and the like.

Additionally, you are ☐ required to purchase personal liability insurance ☒ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

**Severability, Signatures, Originals and Attachments**

**42. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**43. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and are hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

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

Resident or Residents (sign below)

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

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

7610 Blanding Blvd.

Jacksonville, Florida 32244

(904) 317-0688

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

09/13/2019

SPECIAL PROVISIONS (CONTINUED FROM PAGE 3)

