

IN THE COUNTY COURT IN OF THE
FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDACASE NO.

CASE NO.: 50 2005 CC 007189 XXXX MB
DIVISION: RF

EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORP,

Plaintiff(s),

vs.

ELLIOT BERNSTEIN and CANDICE BERNSTEIN,

Defendant(s).

**ORDER REQUIRING DEFENDANTS TO DEPOSIT RENT INTO THE COURT
REGISTRY, ORDER OF MANDATORY MEDIATION AND ORDER SETTING
STATUS CHECK HEARING REGARDING MEDIATION**

THIS CAUSE came before the Court, in chambers, on Defendants' Motion to Determine Amount of Rent Due (D. E. # 4) filed with the Clerk of Court on September 12, 2005 and the Court, having reviewed same together with the court file and being otherwise fully advised in the premises, it is

ORDERED and ADJUDGED that

1. The Defendants **shall deposit \$6,340.00 into the court registry no later than 3:00 P.M. on SEPTEMBER 20, 2005. THE CLERK WILL ACCEPT ONLY CASH, A CERTIFIED CHECK, A MONEY ORDER, OR AN ATTORNEY'S TRUST ACCOUNT CHECK, MADE PAYABLE TO THE CLERK OF COURTS.** Failure of the Defendants to **timely** deposit said amount into the court registry shall entitle the Plaintiff to an **immediate** Default Final Judgment without hearing and the automatic **cancellation** of the below mediation and status check hearing without further Order of Court.
2. **Mandatory mediation shall be held ON OR BEFORE SEPTEMBER 23, 2005** at the Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, FL 33401, with **RENEE PINDER** (telephone number 561-655-5300). The mediator shall be compensated \$90.00 per hour by the parties, with Plaintiff(s) bearing 50% and Defendant(s) bearing 50%. Both parties are required to bring **cleared funds**, in the amount of \$45.00 **each**, to the mediation which shall be limited to one hour. The mediator shall promptly advise the Court of the outcome of the mediation.

2. The assigned mediator is responsible for paying the facility fee to Court Administration from the proceeds of the paid mediation.
3. This matter is set for a Status Check Hearing regarding Mediation on **SEPTEMBER 26, 2005 at 9:00 A. M. (If case DOES NOT settle at mediation)** before Judge Joseph Marx in **Courtroom 6-L** of the Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, Florida 33401. Time Reserved: **10 Minutes.**

ANY PARTY REQUIRING THE SERVICES OF AN INTERPRETER SHALL BRING SAME TO THE HEARING.

THE PARTIES ARE REQUIRED TO NOTIFY THE COURT IMMEDIATELY UPON THE SETTLEMENT OF THE CASE SO AS TO ALLOW THE COURT TO SET OTHER CASES FOR HEARING. SANCTIONS WILL FOLLOW IF THIS DIRECTIVE IS NOT COMPLIED WITH.

DONE and ORDERED in chambers in West Palm Beach, Palm Beach County, Florida, this ____ day of September, 2005.

**SIGNED AND DATED
SEP 13 2005
JUDGE JOSEPH MARX**

Joseph Marx
County Court Judge

Copy furnished:

Kenneth J. Lowenhaupt, Esq.
7765 S. W. 87th Avenue
Suite # 201
Miami, FL 33173

Elliot and Candice Bernstein
10158 Stonehenge Circle
801
Boynton Beach, FL 33437

Renee Pinder, Mediator

.IN THE COUNTY COURT IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO.: 2005-CC-11311-RF
CIVIL DIVISION

EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORP

Plaintiff(s),

vs.

ELLIOT BERNSTEIN AND CANDICE BERNSTEIN
Defendant.

NOTICE OF HEARING ON MOTION TO DISMISS COUNTER-CLAIM


**TO: ELLIOT BERNSTEIN AND CANDICE BERNSTEIN
10158 STONEHENGE CIRCLE #801
BOYNTON BEACH, FLORIDA 33437**

PLEASE TAKE NOTICE that this matter is set for Hearing on Tenant Eviction before the Honorable Judge Marx of the above-styled court, on **SEPTEMBER 26, 2005** at **MAIN COUNTY COURTHOUSE , 205 NORTH DIXIE HWY ROOM 6L , WEST PALM BEACH, FLORIDA 33401** at **9:00 A.M.** or as soon thereafter as the same may be heard.

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing has been mailed to the Defendant **ELLIOT BERNSTEIN AND CANDICE BERNSTEIN** at **10158 STONEHENGE CIRCLE #801 , BOYNTON BEACH, FLORIDA 33437** this **13** Day of **September 2005**.

Respectfully submitted,
LAW OFFICES OF LOWENHAUPT & SAWYERS
GALLOWAY PROFESSIONAL PARK
7765 SW 87TH AVENUE, SUITE 201
Miami, Florida 33173
Telephone: (305) 412-5636
Telecopier: (305) 412-5630

BY: 
KENNETH J. LOWENHAUPT, ESQ.
FL BAR NO. 0761532

CC: MAIN COUNTY COURTHOUSE
ATTN: TANYA
205 NORTH DIXIE HWY ROOM 6L
WEST PALM BEACH, FLORIDA 33401

**IN THE COUNTY COURT IN AND
FOR PALM BEACH COUNTY,
FLORIDA
UNIFORM CASE NO.
50 2005 CC 01131XXXXMB
JUDGE: RF
CIVIL DIVISION
COMPLAINT**

EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORP.

Plaintiff(s),

-VS-

**ELLIOT BERNSTEIN, CANDICE BERNSTEIN, SHIRLEY BERNSTEIN, ALL
OTHER OCCUPANTS IN POSSESSION**

Defendant(s)

_____/.

ANSWER

Defendant answers Plaintiffs complaint and denies the following claims of Plaintiff in the **COMPLAINT FOR EVICTION OF RESIDENTIAL TENANTS** and brings the countercomplaint as set forth herein as follows;

COUNT I – TENANT EVICTION

1. Defendant does not possess the information to confirm or deny.
2. Defendant does not possess the information to confirm or deny.
3. Confirm
4. Defendant affirms that the complaint styled as an action for eviction. Further answering, as set forth below with more particularity Plaintiff's complaint is an attempt to evade responsibility and liability to Defendant to harass Defendant and is more properly characterized as a retaliatory eviction and constitutes an abuse of process.
5. Admit that Defendant's have retained possession of the property. Deny that the monthly rent is \$1585.00.

6. Admit; further answering, rent was withheld for June, July and August pursuant to successive 7-day notices to maintain the property, (see Website Exhibit “1” at www.iviewit.tv/stonybrook), due to uninhabitable and substandard living conditions, which rent would have been paid upon curing such substandard living conditions in accordance with Boynton Beach, Florida Code of Ordinances.

7. Admit that said notice was delivered as stated. Plaintiff’s assertion Defendant “refused to pay rent or vacate” is a legal conclusion, which Defendant is not required to respond. Further answering, the notice was served after Plaintiff has received one or more seven-day notices to maintain the property; however, Plaintiff’s did not cure the problems asserted in the seven-day notices.

8. Deny

9. Defendants do not possess the facts necessary to answer such allegation.

IN THE COUNTY COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

UNIFORM CASE NO.

01131XXXXMB

JUDGE: RF

CIVIL DIVISION

COMPLAINT

EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORP.; JMG REALTY, INC.; STONYBROOK APARTMENTS AT BOYNTON BEACH, LLC.; DONNA BARFIELD, P.A. and the LAW OFFICES OF LOWENHAUPT AND SAWYER

Plaintiff(s),

-VS-

ELIOT BERNSTEIN, CANDICE BERNSTEIN, INDIVIDUALLY AND AS GUARDIANS FOR JOSHUA BERNSTEIN, JACOB BERNSTEIN AND DANIEL BERNSTEIN

Defendant(s)

_____/.

ANSWER & COUNTERCLAIM FOR DAMAGES

COME NOW the Counter Plaintiff(s), Eliot I. Bernstein, Candice Bernstein, Shirley Bernstein and all other occupants in possession, hereinafter collectively Eliot Bernstein and Candice Bernstein referred to as Counter Plaintiff(s), and hereby sues Counter Defendant(s), Equity Residential Properties Management Corp., hereinafter "Equity", JMG Realty, Inc., hereinafter "JMG", Stonybrook Apartments at Boynton Beach, LLC, hereinafter "Stonybrook", Donna Barfield P.A., hereinafter "Barfield" and the Law Offices of Lowenhaupt and Sawyer, hereinafter "Lowenhaupt" each a "Counter Defendant" and collectively "Counter Defendants", and alleges as follows:

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

10. This is an action for damages, exclusive of interest, taxable costs and attorney fees.

11. That Counter Plaintiffs took possession of the premises at 10158 Stonehenge Circle, Boynton Beach, FL 33437 on or about January 1, 2003, pursuant to the lease agreement as stated in Exhibit "2".

12. Since the onset of occupancy and continuing thereafter, Candice Bernstein on behalf of all Counter Plaintiff's notified the management office of Stonybrook of a profound smell of mildew throughout the unit and most pronounced when entering the apartment.

13. Immediately thereafter, maintenance was called to the apartment and Candice Bernstein complained of a foul rotting odor. Maintenance stated the carpets and padding were brand new, that the people who resided in the unit prior were "dirty" and had dogs and that "all the units smell like that, even the model."

14. Prior to July 14, 2004 Stonybrook management, began receiving phone calls from Counter Plaintiff regarding a broken and malfunctioning HVAC Unit. Some of the problems included wet air filters, failure to cool properly, failure to turn off and the thermostat never changed failing to regulate the indoor air temperature. This caused freezing of the unit coils causing a visible black growth all over the coils once the ice was removed. Maintenance stated that the coils always have that growth, the wet filters and ice were due to infrequent replacement, and that we should replace them more often. Counter Plaintiff began replacing them bi-monthly as they would get wet and expand to almost five times that of new.

15. On July 16, 2004 during another HVAC call, Candice Bernstein again addressed these issues to a JMG staff worker, Yves. He stated he was there to check the filter and not responsible to do repairs and called the office for maintenance to address the wet environment in and around the unit. On or about July 19, 2005 Sergio of maintenance looked at the unit and said he was flushing the valves and remarked the coils were covered in black moldy sludge, damaged and that the unit was only operating at about 40%. He said he would be back to address the coils. On or about July 25, 2005 he came with a tool to try to fix the coil, then stated the coil needed to be replaced and JMG and Stonybrook would never pay for that. Sergio claimed that Candice Bernstein should begin cleaning the sludge with a toothbrush. We have found that this advice may have led to skin lesions on her hands as evidenced at the Website Exhibit "1".

16. In September and October of 2004, after Hurricane Frances and Jeanne, we called the offices to report damages. Damages included the kid's bedroom window and wall that flooded, causing electrical blowouts in the room that caused a big screen TV and a 36' computer monitor/HDTV to completely fry, as well as, several lights. We reported that we smelled smoke and later when we tried to have the items repaired, it was shown to us that the units actually caught on fire and were not just shorted. At the same time service was requested for metal doors in the kitchen cupboard which began forming what looked like

rust, (maybe mold instead) a broken patio screening from the hurricane, a horrible moldy smell from the flooding that remained unfixed since the hurricane in the kids room and again a horrible foul odor. Danielle Corgan and Melinda Yassa explained that there were more pressing issues due to the hurricane and our concerns would have to wait for service. For our personal items damaged, they stated their insurance would not cover them and we would have to contact FEMA because it was hurricane related. A claim was filed with FEMA, they came and stated that the electrical fire was the cause and not the hurricane and the building should pay for and fix the problems. At this time, it was learned that major flooding had occurred in the unit directly above Counter Plaintiff, later causing those occupants to be relocated. After several weeks, Counter Plaintiff called the office again to follow up and still was told to wait, that they were fixing more pressing problems with the units, including replacing the roofing tiles that daily were falling from three stories up on several of the buildings. Counter Plaintiffs thought these other concerns valid. Counter Plaintiff expressed much concern over the weeks that the screen on the patio was broken which leads directly to the pond and with an infant and dogs, it forced us to close the slider and posed serious danger to our child if open. Over the next months, they came by to check the outlets we complained of as it was explained that the TV's started to smoke and that items now plugged into the kids room outlets also were beginning to immediately smell like smoke. Maintenance came out and spent time taking apart the outlets and said it was all fixed and not to worry. Regarding the flooding by the children's window, maintenance claimed that they looked at the damage and it had all dried up, claiming they cleaned it and it was now fine. Maintenance stated they were ordering the screen, kitchen doors, and a carpet cleaning.

17. In 2005, service calls were made on, including but not limited to January 22, January 31, February 3, March 11 and April 20th each time we addressed the same issues repeatedly with them. Each time they said they fixed the problems, nothing was wrong or they would be back later to check on it. JMG and Stonybrook continuously misrepresented these conditions as "normal" conditions.

18. Both the Florida Health Department Indoor Air Quality Division ("IAQD") and Florida Power & Light ("FPL") were called to evaluate the property and equipment after Stonybrook work orders were discovered to be falsified and not reporting the extent of Counter Plaintiff's problems. Problems identified by FPL were leaking HVAC, thermostat malfunction and defective appliances. Those problems discovered by FPL were thereafter correlated by IAQD, as the direct causation to the toxic mold infestations and rodent

infestations, both reports evidenced in the Website Exhibit “1” and found in the Stonybrook Master Document the site. Days before the FPL audit and visit by IAQD, Counter Defendant had claimed none of the problems existed and stated Counter Plaintiff was a complainer. Yet, it was apparent that something was wrong with the HVAC and the closet unit was beginning to show signs that something was very wrong, as there was visible water and sludge along the walls and pipes. All work order reports showed nothing wrong, NO LEAKS, no water and that the system was operating fine, even at the reduced capacity of 40% and even after maintenance was witnessing the pooling of water.

19. Counter Plaintiff Shirley Bernstein, who lives elsewhere in Boca Raton, Florida and a lessee, asked for the FPL audit to be conducted to determine if there were problems. Shirley Bernstein was concerned about the excessive energy bills and could not understand (nor could FPL), how a 1200 square unit was using \$400.00 of electricity a month, far exceeding the FPL projections for normal usage.

20. The FPL agent came to the home on March 23, 2005 and immediately seeing the state of the air conditioner stated that this was the main problem with unit and the cause of excessive energy bills. He proceeded to check the entirety of the home and concluded that the broken and leaking HVAC was the direct cause of ¾ of the 400 bills. Coates also explained that although he was not an expert in toxic mold, the sludge found on the HVAC was mold and that mold in the HVAC system could cause very serious health problems. He stated that the health department should be notified as well. This was the first time any correlation of health problems was linked with mold, as Counter Plaintiff explained that everyone was sick and developing respiratory problems. When he reviewed the medical reports, he stated that all of these new asthma and respiratory ailments discovered and treated, could prove directly correlated to the mold in the unit.

21. The health department was contacted to evaluate if the substance covering the closet was mold. Copies of the FPL report were sent to JMG and Stonybrook and since JMG immediately turned the matters over to their legal counsel, which we found to be strange, Barfield was copied on the report. Problems immediately began with Melinda Yassa and Danielle Corgan who took a very curt and rude attitude towards Counter Plaintiffs.

22. The FPL report contained at the Website Exhibit “1” and in prior court records states:

**“T-STAT DOES NOT APPEAR TO BE ACCURATE.
AIR CONDITIONER DOES NOT APPEAR TO BE
COOLING PROPERLY. AIR CONDITIONER**

**LEAKING WATER. CUSTOMER AVERAGING 98
KWH PER DAY SINCE LAST BILLING PERIOD.”**

All of these problems had been neglected to be seen or reported by maintenance days earlier. All these problems were readily visible by both FPL and later the Health Department IAQD.

23. Suddenly, after notice of the findings, maintenance found that the thermostat that FPL found defective was in fact defective and not regulating the temperature properly. They replaced the thermostat and stated the other one was indeed broken. Regarding the leaks and water, they stated they now had fixed it all up and everything was now in working order. Regarding the mold and leaks JMG and Stonybrook work orders show clearly that at this time they deny that mold existed.

24. Then JMG and Stonybrook, took what appeared to be remedies to cure the mold found in the HVAC ducts but what happened next made the matters worse. After the FPL report and prior to IAQD's visit, Stonybrook rushed in a HVAC vent cleaning company. The company improperly set up their equipment and they proceeded to blow years of wet mold out of the vents and with no protection around the vents of the house to collect such, molds were spread from all the HVAC ducts throughout the entire house covering everything in slimy mold. This resulted in almost every closet, every bedroom, living area and bathroom being covered in thick black mold. The carpets were covered in the substances and upon returning home from the 1 hour it was supposed to take to clean the HVAC's, almost 3 hours later, the HVAC cleaning guy was found now steam cleaning the carpets. When we arrived, he told us that there was a problem and the mold had been so thick, that it caused his unit to malfunction blowing the mold everywhere. He stated that he then took it upon himself to try to steam clean the carpets and furniture, which he was not scheduled to do. He had thrown about the entire contents of our home to do so knocking over and breaking equipment, furniture and other household items. Again, no plastic or protection of the home and furnishing was taken and the carpet was left in a pool of water. He had soaked the entire carpet and was about to remove the excess water and mold, when he received a call from Corgan or Yassa and was told to immediately leave the unit and do no further carpet cleaning or anything. He stated he would be right back to put everything back and finish, he never returned. This left our home in shambles, furniture scattered about, beds stacked on each other, delicate equipment knocked over and everything soaking wet. Immediate complaints regarding the fact that the carpets were flooded, property damaged and mold everywhere, were met with no actions to cure. Serious health problems began. These new problems now

include fungus and molds beginning to spread on the bodies of the occupants, as exhibited at Website Exhibit "1". As illustrated at the Website Exhibit "1" in the Stonybrook Master Document, the unit became un-breathable, the carpet has remained heavily stained and everything became covered and saturated in mold, as of this date proper carpet cleaning has not been done (replacement should have been done), again in violation of city code as defined herein. Skin and eye irritations began almost immediately and it was so overwhelming it made one sick and feeling unconscious. The baby began coughing violently until throwing up nightly, every night struggling to breathe, and remains consistently in need of respiratory medications, including steroids and allergy medicine. Candice Bernstein has been diagnosed with asthma and is on a breather. Eliot and Daniel Bernstein have been coughing blood and Joshua and Jake remain constantly sick.

25. Counter Defendant rushed in next, two HVAC "unbiased" contractors and a mold inspector and each report contains materially false and misleading conclusions. Many of the conclusions include false statements that are contradicted by video evidence of the visits. This video is at the Website Exhibit "1" and additional video of these visits will be made available later. The reports attempt to downplay the problems and hide the water damage and molds. In fact, days after these so-called "unbiased" reports, the Health Department IAQD inspector's report finds mold problems, leaks and rodents and states the cause as the malfunctioning HVAC, contradicting entirely the reports and work orders of JMG and Stonybrook. This completely refutes and disproves claims by Barfield that no mold was found or problems with the HVAC existed. Immediately prior to the contractors coming out, Stonybrook had maintenance showing up at the house daily and Counter Plaintiff thought their efforts were attempts to cure the problems. Yet, it appears they were attempts to quick fix the problems, clean up the obvious mold matter before inspection, get some "unbiased" reports stating the problems never existed, claim that Counter Plaintiff was a complainer and move to evict in retaliation and before even the state health department could arrive to evaluate. JMG, Stonybrook and Barfield, knowing the state health department was coming and having the FPL report, then began efforts to evict based on false and misleading information submitted to the court. In their demand for possession, they claim there is no mold and everything is working fine.

26. Immediately following the "unbiased" contractor visits, IAQD came to the unit and discovered that despite all the prior claims that no mold existed, there was not only mold, but that the HVAC unit was still leaking, that the unit was causing the filters to get wet and mold

had infiltrated the HVAC unit and closet. Tony Coates of IAQD claimed that these wet filters were a huge danger, as they further became a breeding ground for all sorts of harmful and toxic mold and other airborne pollutants feeding directly into the HVAC and dispersing throughout the home and perhaps the entire building if common vents were shared. He noted in his report, leaks, wet air filters and mold, in diametric opposition to the “unbiased” contracted reports Stonybrook had purchased.

27. Tony Coates, after reviewing the medical records, immediately claimed that all the health problems of the occupants could be a result of this mold and stated that JMG and Stonybrook would receive copies of the reports and his recommendations. He also noted that the rat infestation outside in the storage unit attached to the kids room could be a severe risk and that state Code Enforcement should be contacted to inspect the problems. He stated that since the building most likely shared common HVAC ducts that Code Enforcement should also check the quality of the walls as the leaking and mold was not new. Coates concluded that from the rust on the HVAC unit that it appeared to be several years old even. From the extent of mold buildup, he stated that it might have permeated the walls over the years of neglect. He also claimed that the wet filters were circulating the toxins throughout the home, that until the leaking and other problems were remedied it was a serious risk. Coates stated that when mold dries it spreads easiest and that the building should take measures once it dried to make thorough cleaning of the effected areas and parts. Coates was appalled that prior contractor reports failed to see the obvious and stated that Code Enforcement should be also notified of these companies misleading reports and he gave us a direct number to contact. Code Enforcement was then contacted.

28. At this point, Stonybrook began a barrage of attempts to harass and intimidate tenants further to leave. Even after they were caught by state health and power officials having materially misrepresented their work reports and contradictory evidence and reports were generated showing faulty appliances and mold as causing the problems, eviction actions proceeded. Even though the appliances Counter Defendant and Stonybrook are responsible for under the lease, were found as direct cause of the mold and other problems. All this contradicting their years of covering up the problems and false work reports, yet actions to evict were stepped up. Here began a series of legal actions that were steeped in false information and document fraud as evidenced and exhibited at the Website Exhibit “1” and in court documents submitted to that court.

29. Counter Defendant's withdrew the first eviction action on the day of trial, Case #502005CC007455XXXXMB Division RB In the County/Circuit Court, In and For Palm Beach County, Florida, Stonybrook Apartments at Boynton Beach LLC v. Eliot Bernstein and Shirley Bernstein, ("1st Eviction"). Upon learning that Counter Plaintiff discovered that Barfield did not properly serve Counter Plaintiff, that documents appeared to be falsified by Barfield and Melinda Yassa, and after Counter Plaintiff demonstrated that, the problems with the premises were neither cured nor remediated. Counter Plaintiff's still remained under the protections of the seven-day notices submitted to Stonybrook as the problems continued to exist in the unit and it was now uninhabitable with perhaps life threatening conditions tenants, conditions Counter Plaintiffs are forced to live in.

30. On information and belief, during the eviction process, the property was then acquired by Equity and what occurs next completely defies everything JMG, Stonybrook, and Barfield had stated to the court in the 1st Eviction. Jessica Verzaal ("Verzaal"), new manager of the property for Equity, when contacted about the problems, sent over her new maintenance crew. Immediately they began finding that far more problems existed than JMG or Stonybrook claimed. In fact, they replaced the thermostat twice thinking this was the cause of the HVAC problems and this still did not remedy the situation. Over the next several weeks they continued to try to fix the unit almost daily, replacing part after part. They noted that no water collection plate was under the HVAC, inapposite of city code and that the unit would have to be entirely removed to get a pan in. They noted that the coils were almost 100% damaged and thought that after replacing them this would fix the problem, it did not. Counter Plaintiff contends that maintenance and Verzaal at this point over the next several weeks were trying everything including bringing a brand new unit to the home, yet only taking the coils from that unit were taken thinking that would work. After that failed and having exhausting all known remedies that maintenance could think of, after several weeks of continuous attempts at repair, another contractor was brought in. The AC Guy company was hired by Equity, who determined that one of the key problems was a faulty heater relay and that the relay malfunction was causing the unit to expel both heat and air at the same time and causing the thermostat to misread, causing the unit to freeze, causing the water to leak when it shut down. He noted that the water was leaking because several parts were also not working in collecting runoff and that further the run off had been going directly down the HVAC and back into the walls and floor because of the prior missing collection tray under the unit. He assured us that the HVAC with all of the other replacements and

changes was now going to work and stop leaking and that the mold would dry up and go away, he was correct, almost. Although the mold got remarkably better, it was found having gone through the wall into the garage and that it appeared that all the pipes continued and continues to re-grow mold. Erin from maintenance and Verzaal both noted a hole cut into the garage wall about a two inches square that they claimed indicated that someone prior had taken a sample of the unit for mold testing and never repaired the wall. Due to the aging of the area around the cutout, they determined it had been done a long time earlier.

31. In fact, Counter Defendant discovered and made repair immediately upon taking ownership of all of the following: (i) the condenser was bad, (ii) the thermostat was bad and thrice replaced, (iv) the conductor wiring was faulty and replaced, (v) the coils were almost 100% damaged and replaced, (vi) Freon was leaking both indoor and outdoor, (vii) mold had completely enveloped the entire HVAC unit and back of the closet, (viii) the unit was taken out entirely and found missing a collection plate for runoff, (ix) the walls were found covered in rot and mold, and, (x) a heat relay had been blown caused many of the problems, all exhibited at the Website Exhibit "1". The HVAC unit had been neglected to be fixed since it was originally reported when we took occupancy and now found to be the absolute cause of the orders and mildew complained of for almost two years. It was now apparent that Stonybrook and JMG intentionally failed to cure the problems, to everyone but their "unbiased" contractors the problems were confirmed and obvious.

32. Equity when evaluating the rodent problem that had been complained of to JMG and Stonybrook for months, and at each time was reported by that no rodents existed, again found contradictory facts. A mass infiltration was reported and found by Equity, including service orders finding rats, rat nests, frogs and massive amounts of fecal material throughout all of the possessions in the two storage units, all exhibited at the Website Exhibit "1". Equity determined that the cause of this was a mass of flooding that was occurring from several factors. First, the doors to the storage were not watertight and had a large space between the bottom and the concrete. Second, that the concrete was laid at an improper angle, causing water to drain into the two units and flooding the entirety of the possessions contained therein. Third, that next to the units a large pool of water was forming from the building drain pipes, which was overflowing onto the concrete and draining into the storage. Fourth, that the pooling water was collecting throughout the personal possessions of Counter Plaintiff causing a mold that made opening the doors unbearable. Fifth, that due to this problem over the two years of occupancy everything in the units was a total loss and infiltrated with rats

and frogs and their feces. Earnest efforts to repair this were again made by Verzaal and maintenance. The problems were continuing to be worked on until the new lawyer; Lowenhaupt became involved, where further efforts to remedy were ceased. Now from this neglect, all items that were then put into the units after they thought they had fixed the problems well enough, now are again ruined constituting further massive loss of personal property to Counter Plaintiff. These damages are directly the result of Equity who failed to completely cure the problem and stated that the actions they took were good enough and then put back new items into the storage that again have become flooded due to the incompetent repair.

33. That Counter Plaintiff was repeatedly told by Counter Defendant, since they took over the property, that they were working to cure the problems and would find out who was responsible to compensate for the past damages and that rent would not be due until legal counsel determined who was liable for the past damages and was cured. Recent discoveries of problems with far greater magnitude and resulting new damages have occurred since Counter Defendant purchased the property as will be evidenced herein and in exhibit. Verzaal stated Counter Defendant would incur these costs, but she was unsure who was responsible for the past damages and repeatedly through July and August stated their legal counsel was working out the details and that they were taking no legal actions against Counter Plaintiff, in fact claiming that they felt empathy for our plight. That Counter Plaintiff thought that he was working with new management to resolve all these issues amicably and instead when discovering that the problem was widespread and structural, this legal action was instigated.

34. It appears when the property was sold, that Counter Defendant at first was working diligently to correct and cure the mold, HVAC, rodent infestations and other health problems covered up by Stonybrook and JMG. In new managements own work orders exhibited at Website Exhibit "1", immediately upon taking ownership they report (i) leaking and broken HVAC (replacing almost the entirety of the HVAC), (ii) rats, rat carcass and feces (iii) rat nests, (iv) frogs, (v) flooding in the storage unit, (vi) mold spreading through common walls, (vii) fungi and algae growths in closets, all confirmed in their work reports. This absolutely refutes Stonybrook, JMG and Barfield's prior attempts to deny the problems and shows that the neglect was intentional, as the problems were readily observable by Counter Defendant upon taking ownership. Counter Defendant work orders correlate 100% with IAQD and FPL reports. Counter Defendant had maintenance spend well over 30 hours attempting to fix the

problems and in fact had to hire contractors to attempt to cure several of the remaining problems.

35. Upon learning of a neighbor directly across the hall with a mold infestation in her front closet, and immediately after a mold inspection by Counter Defendant contracted engineers, we learned of a far greater mold infestation. The engineer had come and stated he checked the walls in our HVAC closet and the mold did not spread in the walls of our unit and was safe for the children and family to remain living there. He did advise that due to the two years of prior mold growths and although the HVAC was fixed and not producing new mold, that the entirety of the HVAC unit should be cleaned properly since the dry mold is more toxic and could be spreading throughout the unit, as wet mold is harder to disperse. Counter Plaintiff has repeatedly asked management for copies of these reports and they fail to furnish copies. Since the mold has dried absolutely no efforts were made to clean the unit, the ducts, the carpets or the walls.

36. Counter Plaintiff Candice Bernstein then checked the same closet in the unit, that the neighbor had found mold in hers, and found a massive infiltration of mold in the same closet, see Exhibit "4". This closet is several feet away from the HVAC closet where the problem was thought to have originated in our unit and the very same walls the inspector stated were clean days before. These same walls inspected days earlier and determined clean were now found fully contaminated with mold, evidencing that inapposite the engineers claims, the mold had spread through the walls. Where had this engineer truly evaluated the walls, the mold as evidenced could not have been overlooked thereby indicating that his report was incompetent. This engineer claimed mold had not spread through walls he supposedly checked. This evidence was then presented to Equity, showing that similarly the mold had spread through the walls, to a closet that should have no moisture as it has no plumbing, and into the garage through the adjoining wall of the HVAC, this was missed by the engineer although he claimed to have checked that as well.

37. This new mold growth found was then treated with an over the counter mold spay and painted over, yet only a few days later, the mold is now coming through the new paint, the walls are bulging and new mold has surfaced. This is in violation of code enforcement codes as defined herein and in exhibit, pertaining to walls and structures being free of defect and properly maintained. In fact, this may represent a far greater structural damage and far worse health dangers to all occupants of this building where mold has spread throughout the walls of the unit and now is found throughout the building in dry areas. Since there is no

water connection in the closets to promote mold, the mold appears to be coming from other infested areas somewhere in the structure and this is very concerning.

38. On September 8, 2005, new mold growths were found and reported in the master bedroom and kitchen, and it was found that old molds were returning. Maintenance was called and took pictures of the new growths, except those found in the kitchen food storage closets and then did nothing to cure them.

39. Counter Defendant has recently been notified that in addition to Eliot Bernstein coughing up blood, their infant son has also been found throwing up blood and that doctors have evaluated this as coming from nasal bleeding, a common symptom of mold, see Website Exhibit "1". These health problems were reported both before and after the HVAC problem was fixed, the water in the HVAC closet had dried and the mold was reported not have spread by the engineer. The medical problems continued though and again it was prior to discovery that the infestation had spread through several feet of the walls into a dry closet. Again, Counter Plaintiff trusted the reports of new management and its "unbiased" engineer that it was safe to live in the unit and the mold had not spread. Counter Defendants had two prior "unbiased" contractors that falsified reports that were immediately refuted by FPL and IAQD reports, and where such contractors materially misrepresented the facts, Counter Plaintiff no longer trusts "unbiased" engineers and contractors paid off by Counter Defendants. Video evidence shows that these contractors failed to report what they had found and this is verified on videotape.

40. Once the new infestations were found spreading through the walls, Stonybrook then attempted to merely topically clean the mold with the occupants in the unit. This was done with highly toxic chemicals sprayed in the closet, garage and surrounding areas where the new mold was found to have spread, along the flooring and throughout the surrounding carpet. The closet carpet was entirely removed and it was disgusting and rotted and wet, where the wetness appears to be coming through dry walls and is still found coming back, other issues must be the cause as the HVAC has not leaked for weeks. Verzaal informed Counter Plaintiff that she had contacted the engineer who made the faulty analysis and that he was coming back to evaluate how extensive and pervasive the mold had spread and she was infuriated that he had missed the spread. What was strange was that while repairing the closet, maintenance man Erin stated that he would need to gain immediate access to the upstairs unit to check out the mold there and if they were related. It has since been learned

that immediately after discovery of this mold, Equity contacted the upstairs neighbor to gain access to her unit for maintenance.

41. Verzaal stated steps would be taken to correct the larger problem now discovered and repeatedly agreed with her maintenance crew that it was obvious the mold was spreading throughout the walls. In fact, Verzaal maintained true concern for the safety of the occupants, after discovering the HVAC problems and while those initial problems were being cured. So much did she care that she had moved the entire family into the only model apartment for several days while they fixed the HVAC initially, as after visiting the apartment she found it so appalling in odor and temperature that she claimed it was uninhabitable. When she saw that the new mold was spreading, now without explanation, she stated that Counter Defendant was very concerned that it was found spreading throughout the unit and other units. She expressed sincere concern about the continued health problems, especially to the children in the building and stated she would be working with her legal department to move the family again for our safety. Verzaal was also notified that Code Enforcement was notified and coming out to inspect the entire property. Verzaal asked to be present when they came onsite to inspect, Counter Plaintiff agreed, and we have been waiting to hear back from Code Enforcement. Code Enforcement was notified and began processing this matter on June 14th 2005 and final determination has still not been made and the case remains open.

42. Verzaal stated that concerning the new and past property defects, damages caused and health costs incurred, that she was working with legal counsel to remedy the matters and to determine how to move our family to safer habitat. She stated she was working with her legal counsel to determine if old or new management were to compensate for damages past and current. Instead, they now attempt to coerce current rent charges and threaten to force eviction while tenants continue living in proven uninhabitable and unsafe living conditions.

43. That Counter Plaintiff has consistently attempted to work with management both old and new to remedy the confirmed problems, yet it appears that when the problems are confirmed by state health authorities, the state power company and even by now new management, that instead of dealing with the problems, legal actions are taken against the Counter Plaintiff. This may be the result of discovering just how catastrophic these liabilities may truly be and costs involved in cleaning it up and potential health liabilities, especially where there may be structural defect causing this in all buildings in the complex.

44. Counter Plaintiff, after contacting legal counsel regarding the toxic mold case that may exist, was advised to have both state and private independent analysis done of the mold, the HVAC system and medical evaluations of the occupants to see if long-term health problems may be attributable to having been subjected to long-term exposure of mold. This exposure has continued and continues as direct result of fraud, neglect and reckless endangerment including endangerment of small children and elderly folks. Concealment of the problems, intentional neglect and attempts at retaliatory eviction through falsified records submitted to courts are an abuse of process.

45. That Counter Plaintiff prays this Court demand immediate investigation of the health problems and correction all of problems to comply with state codes, including restitution for damages already incurred. Counter Defendant, now after having admitted to all the past and current problems, should bear all costs of independent engineers and medical examiners chosen by Counter Plaintiff, to investigate the problems and remedy the code violations. Further, due to continued health problems, Stonybrook should be forced to relocate the building tenants in the interim, again bearing all costs of relocation, until the building is safe and in compliance with city codes and free from defect.

46. In seeking redress for damages and expenses incurred, we ask that this Court determine first how to correct the imminent health dangers and code violations. Then to evaluate and determine the property damages to Counter Plaintiff as a direct result of the neglect and continued neglect to maintain inhabitable and safe living conditions. Force Counter Defendant to remunerate Counter Plaintiff for all prior costs incurred immediately as these damages have ruined the entirety of Counter Plaintiff possessions as evidenced herein and in exhibit. These costs have been overwhelming and approach almost \$200,000 and that is just for the items that have physical damage, if it is determined that the unit contents that are porous must be destroyed as is common in mold cases, the costs could rise significantly. Already, Counter Plaintiff's have begun replacing the children's bedding and clothes as the mold that was sprayed out the vents covered all the clothes in the all of the closets with HVAC vents.

47. If it is determined that Counter Plaintiff and Counter Plaintiff family including small children and an infant, should vacate the premises for health or other reasons, that Counter Defendant pay for all relocation expenses, in addition to damages. That due to the fact that legal experts in toxic mold cases that have been consulted and have concern that due to the length of time the problem existed and was intentionally covered up, that long term exposure

problems could exist, this Court should take immediate actions to provide a safe habitat until the matters are concluded to finality. Where these problems may be permanent and especially to our infant son who has lived the entirety of his life in these unsafe and uninhabitable conditions, each day may prove to cause more harm or turn fatal. Where our children have all suffered serious health problems continuously since shortly after taking residency, as evidenced herein and in exhibit, is cause for action now and cause for investigation and final determination later. Also evidenced herein and exhibit, other occupants of the unit have all suffered severe respiratory ailments, including coughing and vomiting blood, and new diagnoses of asthma to the children and Candice Bernstein, all common effects of toxic mold are found. Had adequate remedy been made by Counter Defendant instead of covered up through a series of fraud and intentional neglect, long-term health dangers to infants and occupants could have been completely avoided and limited potential damages and dangers avoided.

48. Counter Plaintiff, as exhibited herein and in exhibit, has made numerous attempts to get records pertaining to the unit maintenance since occupancy and prior to occupancy. Neither management nor their counsel has furnished these documents and where these documents are now relevant to health problems, Counter Plaintiff prays this Court to demand such information be tendered immediately to Counter Plaintiff.

49. Counter Plaintiff has been burdened with enormous medical bills and prescription costs since living at Stonybrook. These medical expenses now may have a direct correlation to the mold that has spread throughout the air vents, carpets, closets, storage units, common walls, garage, kitchen and bathrooms, personal effects and contaminating the indoor air quality to virtually un-breathable. Counter Plaintiff's remain choking violently at night and coughing throughout the day, new skin diseases have been diagnosed and are being treated and Counter Plaintiff's are fearful for their lives.

50. One may ask, then why has Counter Plaintiff been unable to relocate. There are several factors limiting the ability of Counter Plaintiff to move. First, due to extreme expenses involved now in the undertaking of a move where almost all possessions of all occupants must be destroyed, including bedding, beds, cribs, children clothes, blankets, pillows, couches and all other porous items, to eradicate and prevent new exposures. All information regarding mold that contacts items directly that can come in direct contact with the body indicate destruction. Second, Counter Plaintiff has been unable to relocate as his wife is currently disabled and this would be an enormous burden but one that she would

willingly sacrifice herself to do but at risk to further compounding injuries. Third, Counter Plaintiff has been burdened by massive additional costs as evidenced herein and in exhibit and where a current estimated list has the total damages approaching \$200,000.00. Fourth, since the 1st Eviction, Counter Plaintiff has been without a vehicle as it was involved first in an auto theft at that time. When it was taken to be repaired, it was blown up and currently under an arson investigation by city, state and federal authorities. This extraneous other circumstances have forced Counter Plaintiff over the last four years to lose almost every penny he had and as can be exhibited in the Supreme Court filings in the In Forma Pauperis Affidavit submitted, has virtually no assets due to the crimes committed against him and his companies. This has left these new damages from these felonious eviction actions and the costs of the damages, have additionally forced the Counter Plaintiff to seek welfare relief. This is why Counter Plaintiff prays this Court determine certain damages that are factually proven, to be reimbursed fully if relocation is mandated for safety or other reasons and prior to such move. Seventh, Counter Plaintiff would move this minute if all proven damages and moving expenses are paid in full, to afford Counter Plaintiff to move to safety and wait for this Court to decide other damages as stated in the prayer for relief. Eighth, Counter Plaintiff has been unable to move due to extraordinary circumstances involving a Supreme Court filing due at the end of September where the crimes being alleged are of major law firms involved in criminal enterprise fraud upon the United States Patent & Trademark Office. This has led to suspension of several patent applications by the Commissioner of Patents and Trademarks. These suspensions were granted, in a historically unprecedented move, pending investigation of the patent attorneys and others for fraud on several governments and Counter Plaintiff's companies. Investigations are currently underway by the Office of Enrollment and Discipline Director for the United States Patent and Trademark Office, Harry I. Moatz and federal, state and international authorities. Investigations have been ongoing for now the second year. These actions, caused by former counsel, have also caused severe financial burden on Counter Plaintiff and this is all clearly exhibited and evidenced at the following URL www.iviewit.tv. Several of the matters being investigated include charges that here in Florida, there have been several cases of abuse of legal process by several law firms, including in a fraudulent bankruptcy filing, fraudulent civil actions (including at this court house), which may prove correlated to the haranguing legal actions going on at this Court. Where attorney Barfield in this matter has submitted factually incorrect documents with

intent to fraud the prior eviction court, where new counsel for Counter Defendant factually and materially misrepresents the facts of this case to this Court, gives concern of foul play.

51. In light of these patent matters and federal investigations, we ask all members of this Court to provide written disclosure of any possible conflicts with any of the parties named at the website www.iviewit.tv, including involvement or affiliation with any named parties in Florida Supreme Court Case SC04-1078, Eliot I. Bernstein and P. Stephen Lamont v. The Florida Bar, et. al. (“SC04-1077”). SC04-1078 now currently set for review by The United States Supreme Court in two weeks. Further, conflict in this eviction case may be nearly impossible to determine without seeking Judicial Qualifications Commission approval prior to any determinations or actions. Other than actions to protect the safety of all occupants. Due to the large amount of screening for any potential conflicts, where the law firms under investigation and accused of fraud on the United States Patent and Trademark Office are large and the accused firms have a combined staff of over 4,000 lawyers. Where membership in The Florida Bar or affiliation with the Supreme Court of Florida, may be viewed as conflicting in these matters, as Counter Plaintiff has directly accused senior officials of those establishments of public office abuse, perhaps a non-conflicted third party should make rulings if this Court cannot assure that conflict does not exist. A conflict free forum must be verified due to these extraneous federal circumstances, to provide fair and impartial due process here, and to ensure that this is not another collateral attempt of further harassing Counter Plaintiff while federal investigations are underway. Threats on Counter Plaintiff’s life and his family have been levied in those matters and reported to state and federal investigators, where such threats contained threat of destroying the life of Counter Plaintiff and family. This information can be found at the URL www.iviewit.tv and by clicking on the toolbar button titled Supreme Court and then on Appendix C. Nonetheless, Counter Plaintiff feels that if this conflict check process is to take to long and where death of his infant may result without immediate action by someone not conflicted, Counter Plaintiff prays this Court find an immediate resolution to certain of these issues contained herein. This eviction action if found to be harassment, when taken with these other facts, may be a discriminatory action against Counter Plaintiff to heap misfortune on him to make it harder to press the claims of the other actions. In light of a recent auto theft and then arson of Counter Plaintiff’s automobile, where Counter Plaintiff’s wife and children were to take possession of the vehicle only hours later, this eviction action may be a singular issue but with all the suspect issues, it has potential to prove to be part of more sinister attempt to force Counter

Plaintiff out of home and property. Actions to force Counter Plaintiff to leave the state, due to his efforts to bring down top level officials in the State of Florida and large law firms with offices in Florida, must be ruled out as a possible cause of the eviction actions, especially where these eviction actions have no basis in fact or truth. To cause calamity in his efforts to get to the Supreme Court, Pro-Se, In Forma Pauperis, and press the claims, all of these affronts on Counter Plaintiff have already caused a mass of personal stress and distraction of time, including writing these lengthy court documents and expenses involved in defending oneself against false suit. The automobile blow up pictures can be found at the following URL www.iviewit.tv/Image_Gallery/auto/1.htm this exhibit is frightening in that the car is being investigated for arson, not spontaneous combustion, and where fire investigators have claimed accelerants have been found. Where the car appears to have been blown up at an Autobody shop, where again, only hours later it was to be picked up. The hood was blown off and the vehicle was melted along with several vehicles next to it, all decimated to ash. This looks more like a scene from Iraq than Boynton Beach, Florida. This may lead to very serious charges and federal and state authorities have been contacted and are investigating. This Court may at first glance think this action is not a federal case, but in fact, without proper screening for conflicts or correlations, it may later be found to have been funded by lawyers opposing Counter Plaintiff. These lawyers stand to lose everything and face lengthy federal sentences for crimes against not only Plaintiff and his companies but against the United States and foreign nations. Further, other past efforts by these law firms are under federal investigation for abuse of process.

52. As stated in the prior paragraph, Counter Plaintiff requests this Court screen not only court members involved but all opposing legal counsel for conflicts with any of the thousands attorneys, the Florida Bar or Florida Supreme Court and others involved in the other federal matters of Counter Plaintiff. This remains reasonable as potential for impropriety abounds and where this and the prior eviction action filed may be found to have been abuse of process, harassment and endangerment.

53. As a direct and proximate result of the actions of the Counter Defendants, Counter Plaintiff and Counter Plaintiff family has been damaged.

54. All conditions precedent to the bringing of this action have occurred or have been waived or excused.

COUNT I - BREACH OF CONTRACT

55. This is an action for breach of contract within the jurisdiction of this court.

56. Counter Plaintiff re-alleges and hereby incorporates the allegations of Paragraphs 1 through 55 as if fully set forth herein.

57. Counter Defendants have breached the lease contract Exhibit “2” by failing to maintain adequate and safe living conditions according to city codes since inception of the contract. Counter Defendant after being advised of problems regarding the safety of the unit, discovery of mold by the state health department, discovery of a faulty HVAC system by Florida Power and Light and rodent infestations, has breached the lease contract by failing to fully maintain or restore habitable living conditions. Further, Counter Defendant’s have attempted to conceal and misrepresent the unit’s condition and have falsified work orders, exacerbating very serious health problems that are affecting the health of Counter Plaintiff and Counter Plaintiff’s family, including an infant and two small children. Other occupants of the building have also complained of similar mold infestations and health concerns.

58. Counter Plaintiff alleges Counter Defendants are responsible for breach of the Lease Contract, specifically #13 of the lease which specifically reads as follows;

REPAIRS AND MAINTENANCE

We will maintain air conditioning and heating equipment, plumbing fixtures and facilities; electrical systems and appliances provided by us...

59. Counter Defendants breached an implied warranty of habitability of the lease. Below are specific city codes and Florida statues that have been violated and support the claims of the issues defined herein and in exhibit.

60. Counter Defendants breached Chapter 509.221(3).Florida Statutes which specifically states the following;

“...properly lighted, heated, cooled, and ventilated and shall be operated with strict regard to the health, comfort, and safety of the guests.”

61. Counter Defendant breached Florida Administrative Code Rule 61C-1.004(6) which states,

“All building structural components, attachments, and fixtures shall be kept in good repair, clean and free of obstructions.”

62. Counter Defendants breached Florida Administrative Code Rule 61C-1.004(3) which states,

(3) Vermin control – Effective control measures shall be taken to protect against the entrance into the establishment, and the breeding or presence on the premises of rodents, flies, roaches and other vermin. All buildings shall be effectively rodent-proofed, free of rodents and maintained in a rodent-proof and rodent free condition.

63. Counter Defendant breached Florida Administrative Code Rule 61C-1.004(7) which states,

(7) Attics, basements, boiler rooms, meter rooms, laundry rooms, and storage rooms shall be kept clean and free of debris...

64. Counter Defendant breached Florida Administrative Code Rule 61C-1.004(12)

which states,

(12) Heating and ventilation – The heating and ventilation system shall be kept in good repair or be installed to maintain a minimum of 68 degrees Fahrenheit throughout the building...

65. Pursuant to Florida Statutes Chapter 509.221(7) Counter Defendants have failed to perform.

(7)The operator of any establishment licensed under this chapter shall take effective measures to protect the establishment against the entrance and the breeding on the premises of all vermin. Any room in such establishment infested with such vermin shall be fumigated, disinfected, renovated, or other corrective action taken until the vermin are exterminated.

66. Counter Defendants have breached the lease violating Chapter 509.221(4) Florida Statutes which continues,

“Each bedroom in a public lodging establishment shall have an opening to the outside of the building, air shafts, or courts sufficient to provide adequate ventilation. Where ventilation is provided mechanically, the system shall be capable of providing at least two air changers per hour in all areas served. Where windows provide ventilation, each room shall have at least one window opening directly to the outside.”

67. Counter Defendants have failed in all of the following recommendations of the Florida Department of Business and Professional Regulation over a period of intentional neglect that caused widespread contamination of the unit including permeating throughout the walls by failing to:

- (1) Prevent condensation and repair leaks
- (2) Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed.
- (3) Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible.
- (4) Perform regular building/HVAC inspections and maintenance as scheduled.
- (5) Several of the other areas of concern currently remaining unfit and previously reported are, including but not limited to, the following:

BOYNTON BEACH, FL CODE OF ORDINANCES.
ARTICLE VIII HOUSING

SECTION I. OWNER RESPONSIBILITIES. THE RESPONSIBILITIES OF THE OWNERS OF ALL DWELLING UNITS ARE AS FOLLOWS:

1. To rent or lease no dwelling to anyone for occupancy unless it meets minimum standards set forth herein.
2. To have dwelling in clean, sanitary, habitable condition; to free from infestation before renting; to paint walls and ceilings; and to clean, repair and exterminate if needed to meet aforesaid requirements before offering for rent.
 4. To exterminate in the following cases:
 - (a) When infestation exists in two (2) or more units or multiple unit structures.
 - (b) When infestation exists in shared or public areas of multiple unit structure.
 - (c) When infestation exists in single unit of multiple unit structure or in single unit structure when infestation is due to failure of the owner to maintain the dwelling in a ratproof and reasonably insect proof condition.

Counter Plaintiff Comment: Rat and frog infestations remain today.

SECTION 2 - MINIMUM STANDARDS

A. GENERAL CONDITION OF STRUCTURES.

1. All dwelling structures shall be watertight, weatherproof, rodent and insect proof and in good repair.
2. Every foundation, exterior wall and roof shall be reasonably watertight, weathertight and rodent proof, shall adequately support the building at all times and shall be in a workmanlike state of maintenance and repair.

Counter Plaintiff Comment: The outside wall of the building has flooding caused by faulty plumbing that has caused further flooding and rodents into and under our HVAC foundation as noted by maintenance and Verzaal. As of today's date these problems remain.

3. Every interior partition, wall, floor and ceiling shall be reasonably tight; capable of affording privacy; maintained in a workmanlike state of repair; and in a clean and sanitary condition.

Counter Plaintiff Comment: The interior partitions of the walls adjoining the HVAC closet have been found to be permeated by mold from the severe neglect and fraud of prior management. Current neglect of the fact that the mold has spread throughout our unit and the building continues. Where you're the last inspector claimed it was ok to safely live here and the mold had not spread, new evidence immediately after his report, shows the mold to have permeated the walls, floors, and HVAC vent as described above, calling perhaps for a more thorough and independent state review of the building.

Since the area of mold spread is over 10 feet we suggest that the EPA guidelines for buildings infested with mold due to water damages be followed. Further, and as shown to Jessica and maintenance, the mold has also returned where it was prior attempted to be removed and continues to come back weekly. It has also been demonstrated that even though

the defective HVAC unit seems to be free of leaks, that mold once it dries is even more dangerous than wet and no precautions have been taken to contain the dried molds that have permeated the building. Where the closet where new mold has been found has no plumbing, this evidences structural problems in the building construct.

4. Every roof shall be so drained and every lot shall be graded and drained so as to prevent dampness in the walls, ceiling, floors or basement of every dwelling.

5. Every window, exterior door and basement hatchway shall be reasonably weathertight, watertight and rodent proof, and shall be maintained in a sound condition and repair.

Every facility, piece of equipment and/or utility shall be constructed and installed so that it will function safely and effectively, and shall be maintained in good working condition.

Counter Plaintiff Comment: Where the outside of the unit now has faulty plumbing that has led to pooling of water, it has been stated by maintenance that this is due to faulty plumbing in the building causing runoff water to pool and cause foundations to be permeated by rats and rodents, as evidenced at the Website Exhibit “1”. This remains unfixed as of this date.

E. BASIC EQUIPMENT AND FACILITIES

2. Plumbing fixtures. In every habitable dwelling unit all plumbing fixtures shall be properly installed; properly connected in accordance with the city plumbing code to the water supply and sewer system; properly maintained; and in good working order.

Counter Plaintiff Comment: Plumbing fixtures attached to the building and possibly for the sprinklers, according to maintenance, have now caused a hole under our HVAC unit and ORKIN has noted infestation under the HVAC and surrounding it. Since this is directly under the HVAC for all occupants, this could be spreading harmful rodent toxins and other adverse health problems throughout our unit and others. Evidence this exists as of this date can be found at Website Exhibit “1”

H. INFESTATION

1. Every door, window or other device opening directly from a dwelling unit to outdoor space shall be equipped with screens.

Counter Plaintiff Comment: Where the front door does not have a screen and has had problems with rodent and bug infestations getting through at the bottom. As of this date, no screen exists on any of the units.

3. There shall be no standing pools of water which might provide a breeding place for mosquitoes.

Counter Plaintiff Comment: Outside by the children's room there now is a large collection of water that has permeated the air conditioning unit foundation and acts as a breeding ground for rodents and mosquitoes. Orkin informed us that this was rats and the maintenance claimed this to be the problem of faulty plumbing attached to the building. Either way, evidence of rat and rodent droppings is found around the unit and under it and this is directly under our HVAC unit. Mosquitoes have found a perfect nesting ground of still water and remain infesting the courtyard area where all the children play every day. Again, nothing has been done for well over two years. In addition, the storage closets remain not sealed and continue to leak water causing even more damage even as of this date. Maintenance noted that the sealing on the doors that they recently did was improper but nothing again has been done, since the new lawyer, Lowenhaupt became involved. This problem remains unfixed as of this date.

4. Dwellings should be free from rodents and other vermin at all times.

Counter Plaintiff Comment: Dwelling continues to provide nesting for rodents, water pooling causing mosquito infestation and continues to damage property and cause health hazards. This remains unfixed. New management identified the problem as caused by improper structural defects that did not properly seal the units from water and rodent infestations. Attempts were made by new management to remedy what former management had attempted to deny existed. Door sweeps were put in by new management and attempts to drain the water causing the flooding were completed by putting in a drainage pipe to remove the almost foot of water that pooled on the side of the building for two years, as evidenced in the Website Exhibit "1". Although new management, Verzaal, stated they were going to replace the concrete blocks that remain angled wrong causing the storage units to flood, this was never completed. After the drain and sweeps were put in next to the storage units to remove the pooling water, it remains incompetent and although the amount of pooling water has decreased significantly, there still remains as of this day, a large pool that the drainage pipe fails to runoff. This water leaking and pooling, causing flooding of the unit's exterior and interior walls and doors, is in violation of the city code enforcement regulations stated herein and in exhibit and remains today.

68. Counter Defendant has breached all other code violations as cited herein and in exhibit.

69. No rent should be owed during the time to cure the property to uninhabitable conditions and for all past time the unit was uninhabitable, Counter Plaintiff is not therefore in default of rent owed, since the lease has been materially breached since conception and may have been signed with intent to fraud. Counter Plaintiff has withheld rent after giving continuous 7-day notices over four months, and all with just cause and where the breaches remain uncured. In documents previously submitted by JMG and Stonybrook in the 1st Eviction, contradictions are found with documents submitted in this eviction. In “Plaintiff’s Motion to Dismiss Defendant’s Counterclaim” Stonybrook states:

“Defendants have accepted Plaintiff’s performance [for June and July 2005] and paid rent through the present date [July 1, 2005]”

Counter Defendant now states in this action that rent is owed for that same period they formerly claimed rent was not owed. Documents tendered to that court state one thing and now documents are now submitted to this Court in direct opposition to previous claims. This will be evidenced herein and in exhibit as an intentional attempt to misrepresent the facts to the courts, to advance frivolous and retaliatory legal actions, changing their story to suit their legal objectives. In the 1st Eviction, the claim that money was not owed in June and July and this was asserted to attempt to dismiss Counter Plaintiff’s counterclaim for damages. By stating performance was accepted by rent being paid, Counter Defendant then attempted to claim Counter Plaintiff had waived rights to counterclaim. This claim was materially false and misleading, as rent factually was **not** paid. Counter Plaintiff instead should be awarded a return of rent for the time paid in which the unit was totally uninhabitable and evidence will show that problems were intentionally concealed since taking occupancy.

70. Counter Defendant has a lot of gall to ask for rent, when we have been paying for sub-standard housing for so long now and in light of the voluminous evidence showing the correlation between the intentional neglect and the massive damages. A fair resolution would be for Counter Defendant to deduct current rent amounts from the total amount we are at a loss for and reimburse us in full for all possessions lost and costs incurred so that we may relocate to safety.

71. Defendant has not refused to pay rent owed but refused to pay rent owed due to uninhabitable and unsafe living conditions. This false claim of Counter Defendant attempts

to mislead the Court that Counter Plaintiff is not paying rent and for no reason, yet fails to identify the true cause of the non-payment. Counter Plaintiff has continuously stated that rent would be paid once the unit was restored to healthy living conditions, remuneration for past damages were compensated for and return of rent for the period of uninhabitable conditions was paid, this seemed fair and equitable. Damages as of the last seven-day notice were tallied to including but not limited to, all of the items in Exhibit "3". Counter Plaintiff states that Counter Defendant has failed to comply with state building codes, continues to provide unsafe and uninhabitable conditions and has resorted to this action to obfuscate from their liabilities caused, evidenced herein and in exhibit.

72. Counter Plaintiff states that Counter Defendant has failed to cure the unit and therefore rent is still not due and payable. Defendant asks this Court to resolve all claims of Counter Plaintiff for damages both past and current, and return rent for the entire prior unsafe and uninhabitable conditions, prior to determining current or future rents owed. That due to the discrepancy in two separate documents submitted by Counter Defendant to the courts, regarding rents owed or not owed for the months of June and parts of July, should cause this claim of rent for \$4,775.00 due, not to stand. In fact, the amount owed is factually incorrect as the lease states a lesser amount would be due and no explanations for the discrepancy are provided to support the contention that additional amounts are due. Due to the extreme expenses already encumbered and damages caused, Defendant feels that no escrow of rent should be incurred, as this would further create hardship on Counter Plaintiff at this time where so much damage has already occurred.

73. That the breach of contract by Counter Defendants resulted in and was the proximate cause of loss to Counter Plaintiff.

WHEREFORE, Counter Plaintiff demands judgment for damages against Counter Defendants together with reasonable attorney's fees (including Pro-Se costs), court costs, interest and such other and further relief as this Court deems just and equitable.

COUNT II - RETALIATORY EVICTION

74. This is an action for retaliatory eviction within the jurisdiction of this court.

75. Counter Plaintiff re-alleges and hereby incorporates the allegations of Paragraphs 1 through 74 as if fully set forth herein.

76. Once notified of these reports and problems, Stonybrook, JMG and now Counter Defendant began a series of attempts at retaliatory evictions and harassments, as described

herein and in exhibit, to force tenants out of their home, instead of cure and make restitution. These retaliatory tactics were after Counter Defendant was notified of the defects and that state Code Enforcement had been contacted. Counter Plaintiff notified Stonybrook attorney Barfield and Lowenhaupt that there would be a withholding of rent, due to substandard and perhaps life-threatening health concerns to Counter Plaintiff and Counter Plaintiff's wife and small children, until the unit was cured. Finally, these eviction actions comes after Counter Defendant, and particularly Verzaal, Yassa and Corgan were made aware that Counter Plaintiff had contacted Florida Code Enforcement and others, at the bequest of IAQD, and was waiting for their further investigation and conclusion of the matter.

77. Counter Defendants, knowing that Code Enforcement was coming, and that further evidence now showed that the mold had spread through the entire dwelling continue to harass with legal actions. Even after having been sent recent medical reports of the two-year-old infant coughing blood with nasal bleeding, Melinda Yassa refused to address the issues and resolve our concerns and instead threatened proceeding with this new eviction action unless rent was paid for four thousand seven hundred and fifty five dollars (US \$4,755.00). Counter Plaintiff views this as coercion and an attempt to extort rent payment for uninhabitable conditions and to create a reason to try another retaliatory eviction, hoping that this Court may be blind to what really is transpiring and disguising the action as a mere failure to pay rent. It should be noted that Counter Plaintiff rent was paid like clockwork for the entirety of time until learning of the unit's uninhabitable condition and the fraud and concealment of the problems. In this eviction, Counter Defendant claims rent owed, whereas in the prior withdrawn eviction action it was cited that it was an "administrative" eviction without rent owed for the same exact time now claimed owed. Where no other known tenants have been evicted for "administrative" reasons, this further illustrates discrimination. This legal action again is merely a tactic to avoid the mold problems, the past damages, the new damages and further cover up the potential liability to all occupants who have been exposed to the toxic mold due to neglect and recklessness. This constitutes further reckless endangerment of the occupants, as certainly the law does not allow an eviction action with known problems remaining uncured, state investigations of the matters open, as a remedy to cure. On information and belief, several occupants have complained not only of the mold in their units but ailing health conditions and health problems with their children, several are afraid to come forward at this time citing a fear that similar retaliatory eviction actions will be taken on them.

78. Knowing the problems remain uncured, Counter Defendant when finding the mold problem to be more global throughout the premises has resorted to yet another retaliatory eviction. In this new legal action, the retaliation comes after Counter Defendant recognized that the mold spread. This actions stands as an attempt to prevent other tenants from learning the magnitude of the spread of the mold, the serious health problems from the exposure, that the neglect may have been intentional, to avoid the costs of curing the problems globally and/or to prevent class action lawsuits being instigated.

79. That the retaliations by Counter Defendants, resulted in and was the proximate cause of loss to Counter Plaintiff.

WHEREFORE, Counter Plaintiff demands judgment for damages against Counter Defendants together with reasonable attorney's fees (including Pro-Se costs), court costs, interest and such other and further relief as this Court deems just and equitable.

COUNT III – HARASSMENT

80. This is an action for harassment within the jurisdiction of this court.

81. Counter Plaintiff re-alleges and hereby incorporates the allegations of Paragraphs 1 through 80 as if fully set forth herein.

82. When asked to be moved to another similar unit until such time that the building was cured and to stop continued health problems, the assistant manager Melinda Yassa, responded that Counter Defendant would not even consider relocating us to a safe unit unless rent was paid in full first. This has forced us and our children to be further exposed to toxic molds while the mold remains (what mold was thought to have been cured when the HVAC was finally fixed, has now been evidenced to be coming back, even through the new paint, and is spreading again throughout the home) or pay for uninhabitable conditions. This represents that Equity and Lowenhaupt are now forcing Counter Plaintiff to live in knowingly unsafe conditions that have caused health problems UNLESS we pay them for the unsafe conditions, they will force us to stay in the unsafe conditions. This evidences strong-arm tactics, and this is criminal where an infants health is at risk and may be life threatening. This is nothing more than further harassment and coercion to try to evict instead of fix. Due to Counter Defendant's deceitful actions, concealments and misrepresentations of inhabitable living conditions, tenants already have endured living in sub-standard unhealthy conditions with defective appliances and defective structure long enough. Counter Defendant has legal obligations to maintain habitable living conditions under Boynton Beach, Florida Code of Ordinances and fails.

83. Counter Defendants intentional neglect and failure to cure have cost Counter Plaintiff close to two hundred thousand dollars of damages as exhibit herein and in exhibit and where other medical damages are not fully known at this time and must be explored due to conditions that have persisted for almost two years. Further, tremendous additional property and health damages are directly attributed to actions taken by Counter Defendant to cover up the problems. The mold and rodent infestations were exacerbated by the neglect, causing several years of mold build up, and spread. Once the problems were identified, by state health officials and FPL, the harassments began including legal process abuses and discriminatory actions to fail to cure and write false maintenance reports, in attempts to force Counter Plaintiff to leave or watch their children suffer in the unit from intentional neglect and attempts to extort rent.

84. That the harassment by Counter Defendants, resulted in and was the proximate cause of loss to Counter Plaintiff.

WHEREFORE, Counter Plaintiff demands judgment for damages against Counter Defendant together with reasonable attorney's fees (including Pro-Se costs), court costs, interest and such other and further relief as this Court deems just and equitable.

COUNT V – NEGLIGENCE

85. This is an action for negligence within the jurisdiction of this court.

86. Counter Plaintiff re-alleges and hereby incorporates the allegations of Paragraphs 1 through 85 as if fully set forth herein.

87. Former management, Melinda Yassa and Danielle Corgan had denied problems and wrote false and misleading work orders to cover up the problems. New management took over and instantly identified every single problem Counter Plaintiff had complained of for years. This shows that in concurrence with the Florida Health Department and FPL, that new management also found that JMG, Stonybrook, Barfield and their "unbiased" contractors had been falsifying work orders, documents and reports by claiming that there were no problems, despite severe and obvious problems. The length of time caused by the former neglect and falsified work reports has caused the entire unit to become wholly infested with mold. This neglect has caused severe health problems that may have permanently damaged occupants and where condemnation of the building may be necessary until the problems are resolved. Counter Plaintiff states such condemnation should be mandated by this Court, to protect the safety and well-being of all the occupants and that Counter Defendant be forced to cure the property entirely of mold and relocate all occupants of the dwelling until it is habitable. To

ignore this would be to further endanger the current occupants and any new occupants. On information and belief, the unit above ours that flooded, has new occupants who have complained since moving in of mildew and mold odors. Management told them that the unit was occupied by “dirty” people prior occupying the unit. Exactly what they stated was the cause of the mildew odors discovered when Plaintiffs took occupancy. This is a lie, as it intentionally misinformed the new occupants of the true unit condition, failed to inform them of the prior flood and possible mold and mildew in the unit from such flooding, that had caused the prior occupants to be evacuated and relocated. Again, health problems have begun for the new occupants and their child and may be attributable to Counter Defendant and Stonybrook’s intentional falsification of material facts regarding the units, again constituting reckless endangerment. Work orders again failing to state what the true cause of this units problems could be to cover up the true problems. For this continued recklessness, that has caused medical ailments to infants, children and adults; Counter Plaintiff prays that this Court charge criminally Counter Defendants, and all of them who knowingly took part in this fraud, for their conduct and for every night that our child has choked until vomiting.

88. Recently, after continued respiratory (problems including choking and coughing blood) sinus and skin problems, and after medical evaluation, Eliot Bernstein has been prescribed a blood test and skin test for *Aspergillus* infection to see if this harmful mold has entered his respiratory system. This comes after Eliot Bernstein was sent a few months ago for X-Rays, to see if the problem of his coughing blood was from tumors and no tumors were found. At that time, none of the issues of mold were known and no actions, legal or hostile, had been taken by either party. A few months later, when state and FPL inspectors discovered the mold, and the medical reports showed to them, the unit malfunction and resulting mold was identified as a possible cause of the bleeding in the lungs. The recent doctor also recommended having the children and Candice Bernstein tested for similar infiltration of molds and other toxins into the lungs due to their continued respiratory problems. Counter Plaintiff has a severe skin ailment that has spread over his body, and can be seen at the Website Exhibit “1” and Counter Plaintiff’s wife has had problems of fungal growths on her hands, Website Exhibit “1”, neither had these upon taking occupancy and both appear to be the effects of mold and fungal contamination. Counter Plaintiff feels that Counter Defendant should encumber all costs related to testing for medical damages of toxic mold for the entire family. That this Court should determine what medical costs already incurred due to the neglect are owed Counter Plaintiff, force all new related medical tests and

environmental study costs be encumbered by Counter Defendant. Almost every medical visit over the two years since taking occupancy for the family are directly correlated to toxic mold effects and where not present prior to occupancy in the family, this is remarkable when viewed now with the fact that mold has festered two years and perhaps more throughout the home.

89. Additionally, it has since been learned that after mold has dried it is most dangerous for spreading harmful spores, especially where mold was near or in an HVAC unit. Recommendations by the EPA for buildings where mold has spread over ten feet are for thorough cleaning and disinfecting of the entire HVAC system and any common unit ducts. Further, if not cured immediately, the mold may not be eradicated without replacement of walls and other porous materials in the unit, including a thorough cleansing of the entire unit with methods that are more stringent. Where mold in a residential or commercial building has been found to have spread over several feet, the EPA also has specific remedies, which should be followed for the safety of all occupants as posted on their website. As of this date, Counter Defendant still has not complied with city codes or the EPA recommendations to bring the building to habitable and now, knowing the magnitude of the spread, tries to evict those injured by the fraud.

90. This type of neglect and reckless endangerment to inhabitants and then retaliatory eviction may be to try and now cover up serious structural defects in the building now found by Equity. JMG and Stonybrook after their intentional negligence was exposed, previously attempted such actions legal harassments to further hide the negligence being exposed, where it is presumed by the preponderance of evidence that they knew fully of the problems prior to leasing units in the building.

91. That the negligence by Counter Defendants resulted in and was the proximate cause of loss to Counter Plaintiff.

WHEREFORE, Counter Plaintiff demands judgment for damages against Counter Defendants together with reasonable attorney's fees (including Pro-Se costs), court costs, interest and such other and further relief as this Court deems just and equitable.

COUNT IV - RECKLESS ENDANGERMENT

92. This is an action for reckless endangerment, including an infant, within the jurisdiction of this court.

93. Counter Plaintiff re-alleges and hereby incorporates the allegations of Paragraphs 1 through 92 as if fully set forth herein.

94. All defects are due to reckless care and maintenance of the unit and its appliances and a pattern of concealment of serious problems, all in violation of the specified city codes evidenced and cited herein and in exhibit. This prior neglect was done with intent to fraud and maintains a pattern of deceit, to cover up problems that were obvious, known, and acknowledged. Even when the problems were shown to correlate to very serious health dangers to the occupants of the building, including children, efforts have been made to cover up and avoid the problems. This constitutes reckless endangerment to Counter Plaintiff and Counter Plaintiff's family and all other building occupants.

95. Recently it has been learned that these molds if subjected to for too long, can have lifetime effects on infants if they are not immediately rectified. Making the action of neglect, perhaps criminal to be determined by this Court. The neglect was intentional and the attempts to deny the problems through falsification of documents, work orders and abusive court actions, confirm the intent. This mold problem has been concealed and neglected for two years, the entire life of Counter Plaintiff's infant son who has lived there since birth. Even after being made cognizant of the problems and health dangers, Counter Defendants have forced an infant to live in a knowingly and admitted toxic environment that can cause brain damage and other lifetime respiratory problems.

96. Around the water cooler conversations with other tenants, including tenants in other buildings is revealing evidence of even greater concern. It is now reported by several tenants that they have complained of mold and mildew and been hit with the same excuses. Yet, on information and belief several of the tenants have heard from maintenance that the problem may be in faulty structural placement of the HVAC and other unit vents, where runoff condensation is dripping down through the walls and pooling and most pronounced on the ground floor units. A major construction and structural defect. That several other tenants state that the evidence of this appears in the HVAC closets and front hall closets (which have no plumbing) and therefore should have no mold. This should be reason to cause this Court to secure records from Counter Defendant for all maintenance reports. If found that this is a long term and more pronounced problem that has intentionally gone neglected this should give cause for this Court to take the utmost extreme measures in forcing the problem not only to be cured but to immediately cause evacuation of tenants in those buildings were the problem is found. If this problem is found to have been here since inception and covered up through a sophisticated scheme of falsifying work orders, etc. than measures must be taken to make all occupants aware of the problems and causes and move them for safety concerns.

97. As will be evidenced herein and in exhibit when Counter Plaintiff began to complain of the problems, a pattern of fraud and concealment, including falsified work orders began. This compounded the problems and damages, including total loss of Counter Plaintiff property in the unit and attached storage units, destroying almost everything owned by Counter Plaintiff and Counter Plaintiff family, as evidenced herein and exhibit. Finally and most abhorring is that the fraud and concealment recklessly endangers the health and safety of the Counter Plaintiff and his family, subjecting them to dangerous toxic mold every day. How, knowing that infants and others are coughing blood, can Counter Defendant attempt to conceal the problem and retaliate, is unconscionable. Counter Plaintiff asserts that no business objective can be worth knowingly subjecting elderly people and infants to life threatening and long-term permanent damages through neglect like this.

98. That the recklessness by Counter Defendants, resulted in and was the proximate cause of loss to Counter Plaintiff.

WHEREFORE, Counter Plaintiff demands judgment for damages against Counter Defendants together with reasonable attorney's fees (including Pro-Se costs), court costs, interest and such other and further relief as this Court deems just and equitable.

COUNT VI - ABUSE OF PROCESS

99. This is an action for abuse of process within the jurisdiction of this court.

100. Counter Plaintiff re-alleges and hereby incorporates the allegations of Paragraphs 1 through 99 as if fully set forth herein.

101. Counter Defendants have retained this counsel to continue a pattern of coercion and extortion and continue to retaliate on Counter Plaintiff in light of overwhelming evidence of multiple serious health code violations, all to avoid damages caused by intentional recklessness in care and maintenance of the property. That Counter Plaintiff states that Counter Defendant is using this legal action now as further abuse of process and attempts to not deal with toxic mold issues. Legal counsel for Counter Defendants has been at all times made aware of the issues and is well aware of the problems remaining, as Jessica Verzaal has stated repeatedly over the last two months that she was working with legal counsel to bring these matters to amicable conclusion. Legal counsel is well aware and evidence submitted in the 1st Eviction, the seven day notices and other letters, all show that counselors have been notified that state Code Enforcement has been contacted prior to their legal actions being filed and therefore knowingly proceeded with retaliatory actions exposing

children to severe risks, when they should know that retaliation is clearly defined as action after notification of state authorities being contacted. Counsel should never have filed these papers in either action, advising their clients of the laws of the state of Florida regarding retaliation, and instead knowingly and with malice proceed. Once discovering the widespread problems, instead of resolve and rectify, Counter Defendant's new legal counsel has chosen to misuse the courts to again attempt to resolve the matters.

102. Counter Plaintiff had attorney Marc Garber, Esq. ("Garber") of Philadelphia, attempt to call and resolve the issues prior to this legal action with management and Lowenhaupt. Equity's response was that Counter Plaintiff either pay rent or be forced to remain in unhealthy conditions. Garber then contacted Counter Defendant's legal counsel, in his concern for the safety of the children, and was met again with a rent is either paid or be forced to live in uninhabitable conditions. Finally, when Garber asked if rent were paid in full would they be willing to move Counter Plaintiff immediately, Lowenhaupt stated he would get back to Garber, yet he never did and instead this action was taken. Rent cannot be paid at this time, as this would also waive rights of Counter Plaintiff by accepting performance. Knowing of a potential toxic mold tort case, that problems remain unresolved, that the state has not concluded its investigation and the prior counterclaim for damages is in the offing, Counter Plaintiff is again using legal actions in retaliation. Further, knowing that a potential class action suit could result if more tenants learn of what has been discovered regarding improper construction, the reasons for such retaliatory eviction become clear. The costs of re-installing faulty HVAC vents throughout all of the buildings is enormous and the costs of evictions of those who become knowledgeable is far cheaper and a who cares about the elderly folks and infants who live consumed in it and may be permanently damaged, attitude prevails.

103. That the 1st Eviction was instigated using false documents and records submitted to that court by **both** Equity, Stonybrook, and their counsel, Donna Barfield P.A ("Barfield"). When evidence of such false documents was submitted to that court, Equity and/or Stonybrook withdrew that 1st Eviction on the day of court. We ask that all records and documents submitted to that court be evidenced in this matter as Exhibit "4" and further as evidence of crimes of fraud and abuse of process. The 1st Eviction was purely retaliatory, harassing, without cause, created using falsified documents and instigated and perpetuated by Barfield even when she did not have legal standing. We ask that all issues presented by Counter Plaintiff in the 1st Eviction be re-inserted into this complaint and that that case be

reviewed as to the merits it was filed on by Barfield. If it is found that this was also an abuse of legal process, as will be evidenced herein and in exhibit, then restitutions should be made for that failed action and the damages caused by it. Where restitution shall be shown to be due Counter Plaintiff for both legal actions, as they have been steeped in abuse of process, false documents, contradictory claims of fact, all to force retaliatory eviction instead of resolve these matters in earnest concern for the health and safety of the occupants. That in the 1st Eviction, the court dismissed the countercomplaint submitted without prejudice, as evidenced in the court order which Judge Johnson underlined that it had been dismissed without prejudice. That in that court, Judge Johnson stated that the toxic mold tort case be filed in another court since the eviction action was rescinded and all claims dropped against Counter Plaintiff. That Counter Plaintiff's have been seeking counsel regarding the toxic mold tort case and where Counter Defendant is aware that the countercomplaint was dismissed without prejudice, now tries eviction on baseless and misleading information to this Court and prior to curing the defects and making restitutions, as an attempt to force Counter Plaintiff out of home before claims can be filed. In the event that Counter Defendant again withdraws this legal action, Counter Plaintiff begs this Court to prevent such action and confront the issues of damages incurred and health and safety issues prior to dismissing the action. Due to the length of time a toxic mold case may take to file by Pro Se legal, it would be prudent for this Court to deal with all other issues that can be proven now and resolved now. Such immediate concerns, including but not limited to, property damages, refund of past rents, refund of excessive electric bills, relocation and moving costs while the toxic tort is prepared.

104. On information and belief, the 1st Eviction also comes at a time when Counter Defendant had obtained transfer of the property title from Stonybrook. Therefore, the 1st Eviction filed by Stonybrook, JMG and Barfield would have left Stonybrook with no legal standing at that time after the sale to pursue eviction, if they no longer owned the property. Thus, without standing or cause this 1st Eviction appears filed abusing legal process, as a retaliation and harassment. This perhaps is why Barfield began to submit documents with altered dates, false signatures on service documents and other documents submitted to that court and letters stating she was counsel for both Equity and Stonybrook. This may also be the reason that new counsel was hired for this action and that the party suing the Counter Plaintiff has changed from Stonybrook to Equity.

105. In fact, when this lack of standing in the 1st eviction was brought up to Verzaal, that Stonybrook had no cause to pursue eviction, she stated employees, including herself where being asked to lie and fraudulently change documents and dates, with these orders coming directly from attorney Donna Barfield. Verzaal stated to Counter Plaintiff at the prior court hearing, that Donna Barfield had requested that management falsify documents, to aid efforts at eviction and attempt to give her and her firm legal standing and cause that it did not have. These documents include documents submitted to the prior court signed by Melinda Yassa and Barfield that appear as utter frauds. Evidence of those documents had been submitted to that court, but due to the withdrawn action by Stonybrook, JMG and Barfield, it was never heard. We pray this Court hear the entirety of those 1st eviction matters in this proceeding. Falsifying documents to support baseless claims further constitutes abuse of legal process, along with several other crimes, crimes that should be reported by this Court, after validating such claims, to both the state bar association and criminal authorities. Verzaal stated that Barfield had threatened job termination if documents were not signed by her bearing false dates and false oaths, that she felt uncomfortable in doing so but feared for her job. Where Barfield had been acting on behalf of Stonybrook who no longer had interest, Barfield then claimed that Equity was the one suing Counter Plaintiff in that 1st Eviction action, but the party remained throughout named as Stonybrook? That Verzaal also stated that Barfield was not their counsel and had been at some period earlier, a long time ago but they had switched due to a lack of confidence in her efforts and some other case she represented them in. Barfield later attempts to submit a letter stating she is counsel for Equity, Stonybrook and JMG, after it was revealed in the court documents that she had no standing. Evidence of this can be found at the Website Exhibit "1" in the Stonybrook Master Document and in the prior court documents submitted.

106. That the abuse of process by Barfield and continued by Lowenthaup, resulted in and was the proximate cause of loss to Counter Plaintiff and where Counter Plaintiff should be compensated at the going rate for a legal case of this magnitude, in addition to damages, as the time and effort to prepare this has been all consuming.

WHEREFORE, Counter Plaintiff demands judgment for damages against Counter Defendants together with reasonable attorney's fees (including Pro-Se costs), court costs, interest and such other and further relief as this Court deems just and equitable.

WHEREFORE, COUNTER PLAINTIFF PRAYS THIS COURT REFUSE COUNTER DEFENDANT POSSESSION OF THE PROPERTY AND, OR MORE PREFERABLY FORCE COUNTER DEFENDANT TO FULLY RELOCATE COUNTER PLAINTIFF AND COUNTER PLAINTIFF FAMILY AT THEIR COST. FORCE IMMEDIATE RESTITUTION FOR DAMAGES ALREADY CONFIRMED AND PROVEN, INCLUDING BUT NOT LIMITED TO:

1. REPLACEMENT OF ALL POSSESSIONS THAT NOW MUST BE DESTROYED INCLUDING ALMOST ALL FURNISHINGS, CLOTHING, BEDDING IN THE HOME, ALL CODIFIED WITH MOLD

2. RETURN OF RENT FOR PERIODS WHERE THE PROBLEM HAS LED TO UNINHABITABLE CONDITIONS,

3. RETURN THE OVERAGE ON THE ELECTRIC BILL CAUSED BY FAULTY APPLIANCES,

4. COMPENSATE FOR THE ENTIRE CONTENTS OF THE STORAGE CLOSETS TWICE RUINED,

5. COMPENSATE FOR THE CONTENTS OF THE FRONT HALL CLOSET THAT HAVE BEEN RUINED AND REMOVED FROM THE HOME FULL OF MOLD BY EQUITY,

6. PROPERLY REMUNERATE COUNTER PLAINTIFF FOR PAST DAMAGES SOUGHT IN THE FORMER EVICTION ACTION THAT WERE NEVER RESOLVED,

7. PAY ALL RELOCATION COSTS,

8. RETURN ENTIRE SECURITY DEPOSIT WITHOUT DEDUCTION,

9. IF IT IS DETERMINED FOR ANY REASON THAT COUNTER PLAINTIFF SHOULD VACATE, THESE COSTS ARE ASKED TO BE PAID IN FULL AS THEY ARE NOT DISPUTABLE AS TO EXISTENCE OR CAUSATION AND THE DAMAGES HAVE BEEN INCURRED AND ENDURED. THE COSTS FOR RELOCATING ARE EXACERBATED BY THE ENTIRE LOSS AND NEED FOR REPLACEMENT OF ALL WORLDLY POROUS POSSESSIONS AND WOULD CAUSE UNDUE HARDSHIP TO MOVE HAVING TO LEAVE THIS BEHIND AND REPLACE THEM WITHOUT FIRST REMUNERATION.

**LONG TERM DAMAGES TO BE DETERMINED PENDING FURTHER
INVESTIGATION AND RESOLUTION OF TOXIC MOLD TO HEALTH**

10. PAY FOR ALL ONGOING MEDICAL COSTS INVOLVED IN DETERMINING IF THE OCCUPANTS MAY HAVE SERIOUS MEDICAL PROBLEMS AS A RESULT OF THE NEGLIGENCE,

11. PAY FORMER MEDICAL BILLS FOR PAST PROBLEMS,

12. PAY FOR ALL EXPENSES FOR THIRD-PARTY INSPECTIONS OF THE PROPERTY TO DETERMINE SCOPE OF THE PROBLEMS AND MAKE THESE NEXT "UNBIASED" INSPECTIONS OF THE COUNTER PLAINTIFF'S CHOOSING,

13. CEASE ALL FURTHER HARASSMENTS AND ABUSE OF PROCESS BY COUNTER DEFENDANT,

14. FORCE COUNTER DEFENDANT'S TO COMPLY WITH STATE AND CITY CODES,

15. INSTITUTE MEASURES TO PROTECT THE OCCUPANTS FROM A MINUTE OF FURTHER POSSIBLE HEALTH THREATS TO INFANTS AND OCCUPANTS,

16. INCLUDING DAMAGES FROM FRIVOLOUS ABUSE OF PROCESS AND COSTS, GRANT DAMAGES FOR ALL RELIEF PRAYED FOR IN ALL DOCUMENTS CONTAINED HEREIN AND IN EXHIBIT. ANY OTHER JUST RELIEF OF THIS COURT, INCLUDING PRO-SE LEGAL FEES, COURT COSTS FOR ALL FRIVOLOUS AND HARASSING COURT ACTIONS.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided by US Mail and Facsimile this 12th day of September, 2005 to: Kenneth Lowenhaupt at 7765 S.W. 87th Ave, Suite 201 Miami Florida 33173-2586 Lowenhaupt & Sawyer; to Kenneth Lowenhaupt of behalf of Equity; to Donna Barfield P.A. at 2809 Poinsettia Avenue West Palm Beach, FL 33407; to Donna Barfield, P.A. on behalf of her clients Equity, Stonybrook and JMG.

Eliot I. Bernstein 561-364-4240
10158 Stonehenge Cr. 801
Boynton Beach, FL 33437
_____ - Pro Se

**LONG TERM DAMAGES TO BE DETERMINED PENDING FURTHER
INVESTIGATION AND RESOLUTION OF TOXIC MOLD TO HEALTH**

10. PAY FOR ALL ONGOING MEDICAL COSTS INVOLVED IN DETERMINING IF THE OCCUPANTS MAY HAVE SERIOUS MEDICAL PROBLEMS AS A RESULT OF THE NEGLECT,

11. PAY FORMER MEDICAL BILLS FOR PAST PROBLEMS,

12. PAY FOR ALL EXPENSES FOR THIRD-PARTY INSPECTIONS OF THE PROPERTY TO DETERMINE SCOPE OF THE PROBLEMS AND MAKE THESE NEXT "UNBIASED" INSPECTIONS OF THE COUNTER PLAINTIFF'S CHOOSING,

13. CEASE ALL FURTHER HARASSMENTS AND ABUSE OF PROCESS BY COUNTER DEFENDANT,

14. FORCE COUNTER DEFENDANT'S TO COMPLY WITH STATE AND CITY CODES,

15. INSTITUTE MEASURES TO PROTECT THE OCCUPANTS FROM A MINUTE OF FURTHER POSSIBLE HEALTH THREATS TO INFANTS AND OCCUPANTS,

16. INCLUDING DAMAGES FROM FRIVOLOUS ABUSE OF PROCESS AND COSTS, GRANT DAMAGES FOR ALL RELIEF PRAYED FOR IN ALL DOCUMENTS CONTAINED HEREIN AND IN EXHIBIT. ANY OTHER JUST RELIEF OF THIS COURT, INCLUDING PRO-SE LEGAL FEES, COURT COSTS FOR ALL FRIVOLOUS AND HARASSING COURT ACTIONS.

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Eliot I. Bernstein 561-364-4240

10158 Stonehenge Cr. 801

Boynton Beach, FL 33437

- Pro Se

EXHIBIT “1”

**THE URL WWW.IVIEWIT.TV/STONYBROOK AND ALL DOCUMENTS,
IMAGES AND VIDEO CONTAINED THEREIN**

EXHIBIT “2”

STONYBROOK LEASE AGREEMENT



FLORIDA APARTMENT LEASE



Apartment Address 10188 Stonehenge Cir # 801 Boynton Beach, FL 33437		Lease Date December 29, 2002	Lease Term Beginning: January 1, 2003 Ending: July 31, 2003
Monthly Total 1460 + 70 = 1530 \$1,460.00	Prorated Rent (if any) \$ 0.00	Security Deposit \$ 1,000.00	Pct Fee \$ 260.00
		Prepared by: Lauren K. Poulos	

RESIDENT NAMES: Shirley Bernstein Ellot Bernstein Candice Bernstein	Names and ages of children: Joshua Bernstein Jacob Bernstein Daniel Bernstein
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Additional Agreements (if any):
See attached addenda.

This is a lease between the above named Resident(s) and the below named Landlord for the apartment dwelling described above. It is the entire agreement between Resident(s) and Landlord and may be modified only in writing. As used in this lease, "you" means the resident (tenant) or residents whose names appear above. If there is more than one resident, you are jointly and severally liable for any payments due to us. "We," "our," or "us" mean the Landlord. "Premises" means the entire apartment community. UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF ITS PROVISIONS. It was executed by the Resident(s) and the Landlord on the above "Lease Date."

RESIDENT SIGNATURE(S):

JMG Realty, Inc. Agent for Stonybrook Apartments at Boynton Beach, LLC D/B/
Stonybrook Apartment Homes

10206 Stonehenge Circle
Boynton Beach, FL 33437
(property address)

By:
(Signature, Agent for Owner)

1. SECURITY DEPOSIT:

A. Your security deposit will be held as indicated below:

Deposited in a separate interest bearing non-interest bearing account with:

City National Bank, Boca Raton, FL

You will receive 75% of any interest paid on your deposit but not more than 5% per year.

Comingled with our other funds, and we have posted a surety bond with the court clerk of the county. You will receive interest on your deposit at a rate of 5% per year.

B. Before you may occupy the apartment, you must pay us the full security deposit indicated above. Your security deposit may not be applied by you as rent, but is a good faith deposit for your faithful fulfillment of each condition in this lease and as a contingency against any physical damage to the apartment or premises caused by you or your invitees. If you do not fulfill the original term or renewals of this lease, you agree to forfeit your security deposit as a liquidated damage for our re-rental expenses even if we are able to immediately re-rent the apartment for the same or more rent, and even if there are no other damages. In addition, you must pay for any physical damage and all rent due (see paragraph 7).

C. The following is Florida Statute 83.49(3) which we are required to provide to you:

§83.49(3)(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 a 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 you receive this notice, or I will be authorized to deduct my claim from your security deposit." Your objection must be sent to: 10206 Stonehenge Circle, Boynton Beach, FL 33437. 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.

(b) Unless the Tenant shall object to the imposition of the Landlord's claim, or the amount thereof, within fifteen (15) days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his claim and remit the balance of the deposit to the Tenant.

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

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute 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 subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 473 and in other sections of Florida Statutes."

2. RENT: You agree to pay the monthly rent at the Landlord's address on or before the 1st day of each month. Time is of the essence. Rent payments must be made by cash check or money order even if there is more than one resident. Payments may not be made in cash. If the rent is paid after the 3rd day of the month, a late charge of \$75.00 will be due as additional rent. However, we reserve the right to refuse payment after expiration of our demand for rent or possession as provided for in Florida Statutes. All late payments must be made by cashier's check or money order. If your check is dishonored by your bank, you must pay us a service charge of \$30.00 plus any other charges and penalties provided by Florida law and plus any accrued late charge. If two of your checks are dishonored, you must pay future rent by cashier's check or money order. We are not required to redeposit a dishonored check. If the beginning term commences on a day other than the first day of a month, a full month's rent must be paid before you occupy the apartment and the prorated rent for the fractional portion of the first month must be paid on the first day of the second month of this lease. You must pay to us any sales or other taxes which are due on your rental payments. Any monies that you owe to us are deemed rent under this lease. All payments will first be applied to the oldest outstanding balance, if any.

SB

CB

3. RENEWAL: This lease will continue as a month-to-month lease after the initial term unless or until either you or we give the other at least thirty (30) days written notice of termination. This month-to-month lease shall be continued upon the same terms and provisions hereof except that the rent payment shall be increased \$100.00 above the current market rent. Termination must be the last day of a calendar month. Rent may be increased after the initial term upon not less than thirty (30) days notice. Resident may continue on a month-to-month lease for no longer than a 90 day term. Resident is required to give at least 30 days written notice of termination. Landlord may exercise the same right upon expiration.

4. UTILITIES: You must obtain electric, gas, water, and sewer for your apartment, if separately metered. Unless otherwise stated, we supply water and sewer for normal usage. We are not liable for interruption or malfunction in service of any utility due to any cause. If the interruption is our fault, your rent may be abated if service is not restored within a reasonable time. You may not occupy your apartment without electric, gas, water, and sewer services.

5. OCCUPANCY: Only those persons whose names appear on this lease may occupy the apartment without our prior written consent except guests for not more than seven days. The apartment may be used solely for private housing. You may not assign this lease or sublet any portion of your apartment. If you will be absent for more than fourteen days, you must notify us in writing.

6. PETS: No pets may be kept in the apartment or on the premises without our written consent.

7. DEFAULT AND REMEDIES: If you default in complying with this lease or the law, we have the right to retake possession as provided by Florida law. Rent is accelerated upon default. Under no circumstances can our acceptance of your keys, or re-entry or any other action be considered as a termination of the lease or waiving for our own account. If you or your invitee engages in criminal activity on the premises, such action will be a default for which your lease may be immediately terminated. In addition to any of the foregoing, you and we have any other rights and remedies provided by law. The prevailing party in any dispute arising out of this lease will be entitled to recover reasonable attorney's fees and litigation costs.

8. TERMINATION: Either you or we can terminate this agreement as of the last day of a calendar month at the end of the initial term by giving the other party not less than sixty (60) days written notice. You are responsible for all financial obligations including, but not limited to, rent payments during the sixty (60) day notice period. If any of your property is left in the apartment or on the premises after you vacate or abandon the apartment, we may remove or dispose of that property and you waive any claims for damages as a result of our disposal of it. If you fail to deliver all keys and vacate on or before your lease termination, you must pay double rent until you do so.

9. EARLY TERMINATION: You may terminate this lease by fulfilling all of the following requirements:

- (a) Resident is financially responsible for giving a 60 day written notice.
- (b) After completing 7 months of the initial lease term, resident would pay an early termination fee equal to one months rent.
- (c) If resident terminates this lease prior to completing 7 months of the initial lease term, they are required to pay a termination fee equal to two months rent.
- (d) Resident would be responsible for reimbursing landlord for any move-in concession utilized during the lease term.

Termination must be at the last day of the calendar month and all the above fees must be paid for prior to resident vacating the apartment.

10. RESIDENT PERSONAL PROPERTY: The residents whose signatures are affixed to this lease have rented an apartment from the aforementioned apartment community. Pursuant to Section 83.67(3) of Florida Statute, upon surrender or abandonment of the apartment by the residents, the landlord shall not be liable or responsible for storage or disposition of the residents' personal property.

11. NOTICE: Any notices from us to you will be deemed delivered when mailed to you at our apartment by first class mail; or personally handed to you or anyone in your apartment; or left at your apartment in your absence. Any notice from you to us will be deemed delivered when received at our office, certified mail, return receipt requested or personally delivered to our office staff during normal business hours.

12. RIGHT TO ENTER: You consent to our entering your apartment during reasonable hours for any inspections, maintenance and repairs, and pest control procedures which we deem necessary in our sole discretion; and for delivering notices and for other purposes as provided by law.

13. REPAIR AND MAINTENANCE: You acknowledge that you have inspected the apartment and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You are responsible for the removal of trash and garbage from your apartment to the appropriate collection point and for maintaining your apartment in a clean and sanitary condition. Damage to locks or keys lost or damaged by you will be repaired and/or replaced by us at your expense. We will maintain air conditioning and heating equipment; plumbing fixtures and facilities; electrical systems, and appliances provided by us. Any damage to your apartment or the premises, except for normal wear, caused by you or your invitees will be corrected, repaired, or replaced at your expense. You must immediately notify us in writing of any needed maintenance or repair. You must inspect your fire alarm at least once a month to determine if it is working properly and notify us of any deficiency.

14. ALTERATIONS: You may not make alterations or additions, nor install or maintain in the apartment or any part of the premises, any fixtures, large appliances, devices, or signs without our written consent. You may not install any ceiling fixture or penetrate the ceiling. Any alterations, additions, or fixtures which are made or installed will remain a part of the apartment, unless we specifically agree otherwise.

15. LIABILITY: We will not be liable for any damage, loss, or injury to persons or property occurring within your apartment or upon the premises, whether caused by us or someone else. You are responsible for obtaining your own casualty and liability insurance, and, with respect to your family or invitees, agree to save and hold us harmless and indemnify us from any liability. WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY. Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

16. SECURITY: We do not provide and have no duty to provide security services for your protection or the protection of your property. You must look solely to the public police for such protection. We will not be liable for failure to provide security services to protect you, your family, or others, or your property from the criminal or wrongful acts of our employees, agents, or others. If, from time to time, we provide any security services, those services are only for the protection of our property and will not constitute a waiver of, or in any manner modify, this disclaimer.

17. FIRE AND CASUALTY: If your apartment becomes unoccupiable because of fire or other casualty or unforeseen event, we may, at our option, terminate this lease or repair the apartment within thirty (30) days. If we elect not to repair the apartment, this lease will immediately terminate. If we do elect to repair the apartment, and if the damage is not due to your, your family's, or invitee's negligence, the rent will abate during the time you cannot occupy the apartment. Nothing may be used or kept in or about your apartment which would in any way affect the terms and conditions of our fire and extended coverage insurance policy, be a violation of law, or otherwise be a hazard.

18. WAIVERS: Our acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights nor an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our right to other remedies. Your rights under this lease are subordinated to any present or future mortgages on the premises. We may assign our interest in this lease.

19. POSSESSION: If the apartment is not ready for your occupancy on the beginning date of this lease due to causes beyond our control, the beginning date may be extended up to 30 days or the lease may be voided at our option. We shall not be liable for any of your expenses caused by such delay or termination.

20. APPLICATION: If any information given by you in your application is false, we may, at our option, terminate this lease. You will notify us promptly in writing of any change in the information provided to us in your application.

21. RADON GAS: We are required by Florida Statute 404.056 (8) to give the following notification to you. "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 public health unit."

22. POLICIES: In addition to the policies below, you must observe any other reasonable policies which may be given to you now or are later implemented by us.

(a) Except for automobiles, no vehicles (including motorcycles, trucks, boats or boat trailers, campers, travel trailers and motorhomes) may be parked on the premises without our prior written consent. All vehicles must be currently licensed and in good operating condition and must be parked only within spaces provided for parking. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single designated parking space, or in entrances or exits. Any violations of the foregoing rules will subject the vehicle to being towed without notice at the owner's expense. We are not liable for any damage arising as a result of towing. You acknowledge that it is your responsibility to advise your guests and invitees of the proper manner for the parking of their vehicles and you further agree to determine in each case that they have complied therewith. You agree to indemnify and hold us harmless for any claims by your guests or invitees for the towing of their vehicles for violation of these rules; you agree to pay for said towing and other charges related thereto as additional rent to be paid immediately. We may impose additional parking regulations including limiting the number of vehicles which you or your guests may park on the premises, requiring the use of parking decals on vehicles, and/or assigning parking spaces. No more than one vehicle is allowed for each adult resident without our written consent.

(b) No vehicle maintenance or repairs or similar activities may be performed on the premises.

(c) Solicitation by you or others is not allowed on the premises.

(d) No awnings or other projections, including air conditioners, or wiring may be attached to or extended from the outside of any apartment or building except by us, or as provided for in this lease agreement.

(e) Locks may not be altered nor may new locks, knockers, or other door or window attachments be installed without our prior written consent.

(f) No noise, music or other sounds, or conduct or attire (or lack of) is permitted at any time in such manner as to disturb or annoy other persons. Certain attire may be prohibited such as "T-back" swim suits.

(g) No spikes, adhesives, screws, hooks or nails, or the like may be driven into or applied to the walls, ceilings, floors, doors, or other surfaces without our prior written consent except that small nails may be used for hanging wall decorations. You are responsible for the cost of repairing any holes.

S/B

CB

(h) No water-filled furniture is permitted except waterbeds. Waterbeds are not permitted unless we are first protected as a loss payee on an insurance policy approved by us.

(i) Any draperies or other window covering must be white or lined in white so that only white may be seen from outside your apartment.

(j) No signs or other objects which we deem to be unsightly may be displayed in your windows or elsewhere on the premises.

(k) Water may not be wasted. Water hoses may be used only with automatic shut-off nozzles. Washing of vehicles may be restricted to designated areas and times. Outside water use may be prohibited.

(l) Patios, balconies, hallways, and entrances may not be used to store belongings. Only appropriate potted plants and outdoor furniture are permitted on patios and balconies. Hanging of clothes, garments, towels, or rugs over the railing of balcony patios will not be permitted.

(m) If your apartment has a balcony, terrace or patio that is totally within the premises being leased will have the right to install a satellite dish (no larger than one meter in diameter) or stick-type antenna without the express prior approval of the apartment owner or manager under the following conditions.

- (1) Residents may not install a satellite dish/antenna on any other part of the property other than the patio, balcony or terrace as described above. The installation of the dish/antenna cannot cause damage to the patio, balcony or terrace beyond normal wear and tear of the structure.
- (2) Residents may not install a dish/antenna on an outside window sill, roof or common area balcony or stairway.
- (3) The resident is liable for the safety of the satellite dish/antenna and will be required to provide owner/manager with legal document indemnifying the owner/manager of any legal responsibility as a result of the dish/antenna.
- (4) Resident must obtain and keep adequate liability insurance in force related to the dish/antenna.
- (5) Resident may not drill any holes in the outside wall, roof, balcony, railing, glass or other structure of the apartment building.
- (6) The dish/antenna must not be installed precariously and the dish/antenna can not extend beyond the balcony, patio or terrace railing.

23. MOLD & MILDEW: Resident acknowledges that the apartment unit is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide ventilation and dehumidification of the apartment to retard or prevent the growth of mold and mildew. Resident agrees to be responsible for properly ventilating and dehumidifying the apartment and the contents to retard and prevent mold and mildew and that Management shall not be responsible for damages caused by mold and mildew.

24. DELIVERED PACKAGES: Resident agrees and understands that packages accepted for the resident by the Management or its representatives will not be kept in an area locked or secured in any way, and that the resident may not hold the aforementioned apartments or the managing agent responsible for packages if they are lost or damaged. Furthermore, the resident understands that packages left over (14) fourteen days will be returned to the sender. Resident understands that the property management and its representatives are not responsible for contacting the resident regarding any packages delivered to the office. It is the responsibility of the deliverer to notify the resident of the delivery.

25. DRUG FREE HOUSING: In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:
(a) Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

(b) Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.

(c) Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

(d) Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drugs paraphernalia at any location, whether on, near or within sight of the premises or otherwise.

(e) Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on, near or within sight of the premises.

(f) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION but shall be a preponderance of the evidence.

(g) In case of conflict between the provisions of this section and any other provisions of the Rental Agreement, the provisions of this section shall govern.

26. GRILLING POLICY: The storage and use of outdoor grills is mandated by county, and/or state law. You therefore, must obtain written approval from management before using or storing any charcoal or gas grill on the premises.

SB CB [Signature]

EXHIBIT “3” – CURRENT DAMAGES INCURRED

Expense

Medical	\$	
Electric Bill		\$8,759.59
Rent 1 - 1480 * 30 Months		\$43,800.00
Storage - 70 * 30 Months		\$2,100.00

New Property Damages - Equity

Outdoor Storage Ruined Again
Including New Office Furniture Put in
from Garage and Computer Equip \$15,000.00

Indoor Front Closet - Mold Growth 2 \$12,000.00

Property Damages Stonybrook & JMG

Kids Room Television - 60" - Hitachi@	\$2,200.00	new @ 5yrs old	
Kids Room Computer Monitor and Game Graphic Center - 50" - Princeton@	\$3,500.00	new @ 4yrs old	
Scanner - Agfa Duoscan@	\$2,500.00	new @ 4yrs old	
3 Raid Arrays - Medea - Terabyte @	\$17,697.00	5899 each new	4yrs old
2 dell computers model 620 and 420@	\$8,000.00	new @ 4yrs old	
Rug - 9*12 woven rug @	\$1,500.00		
Kitchen Table (broke end) @	\$1,250.00		
3 beds (ca king, queen & bellini baby crib) @	\$3,500.00		
3 bedding cover sets@	\$1,500.00		
2 Lounge Chairs - Carved Wood @	\$750.00		
Cabana Furniture Set - 12 piece @	\$5,000.00		
3 boxes kids toys @	\$1,000.00		
3 boxes family photo's			
22 boxes of files and records for 3 companies and personal records			
Closet Clothing - 3 closets Mold@	\$25,000.00		
1 racecar kid toy	\$250.00		
3 Large Boxes of Computer Equipment containing printers scanners and other office equipment @	\$5,000.00		

PRO SE LEGAL DEFENSE

Time and Costs for Pro-Se Legal Efforts to Defend Against Two Retalitory Evictions \$100,000.00

Total without shipping or moving **\$260,306.59**

Where this estimate is based on moving to California where we are from and flying the family back and based on prior shipping costs to move to Florida from California

Moving Costs if Applicable

5 tickets to California	\$1,750.00	350 per @
Car Shipping	\$1,000.00	
Shipping Costs	\$17,000.00	

Medical Costs are not included and remain \$280,056.59 increasing weekly

* Receipts of some of the items listed were in boxes in storage that due to Plaintiffs leaking storage units and rat and frog infestations have been completely ruined along with hosts of other stored business documents and records, that were flood damaged beyond recognition. Stonybrook threw away much of the damaged goods in the storage closets before pictures and videos were taken of the items containing rat and frog feces and water damages.

FPL BILLINGS
STONYBROOK

Billing Month

Amount

September 17, 2005	
August 17, 2005	\$325.27
July 17, 2005	\$407.00
June 17, 2005	\$387.59
May 16, 2005	\$306.80
April 14, 2005	\$277.89
March 17, 2005	\$258.08
February 15, 2005	\$244.61
January 14, 2005	\$243.69
December 13, 2004	\$270.95
November 10, 2004	\$260.80
October 12, 2004	\$268.13
September 13, 2004	\$278.76
August 12, 2004	\$288.62
July 14, 2004	\$291.65
June 14, 2004	\$272.33
May 11, 2004	\$229.35
April 14, 2004	\$204.63
March 16, 2004	\$208.35
February 16, 2004	\$239.35
January 14, 2004	\$228.59
December 11, 2003	\$219.28
November 8, 2003	\$229.66
October 10, 2003	\$234.75
September 11, 2003	\$253.92
August 12, 2003	\$254.21
July 14, 2003	\$277.37
June 11, 2003	\$227.14
May 13, 2003	\$221.88
April 14, 2003	\$227.56
March 14, 2003	\$213.52
February 12, 2003	\$216.47
January 12, 2003	\$172.82
January 7, 2003	\$23.57 less than 1 week
Initial Deposit	\$175.00
Second Deposit Excessive Use Charge	\$320.00
	\$8,759.59

EXHIBIT “4”

**ALL DOCUMENTS, COURT PAPERS, SERVICES, ATTORNEY FILINGS,
JUDICIAL RULINGS AND ANY OTHER EXHIBIT SUBMITTED IN:
CASE #502005CC007455XXXXMB DIVISION RB IN THE COUNTY/CIRCUIT
COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, STONYBROOK
APARTMENTS AT BOYNTON BEACH LLC V. ELIOT BERNSTEIN AND
SHIRLEY BERNSTEIN**

**IN THE COUNTY COURT IN AND
FOR PALM BEACH COUNTY,
FLORIDA
UNIFORM CASE NO.
50 2005 CC 01131XXXXMB
JUDGE: RF
CIVIL DIVISION
COMPLAINT**

EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORP.

Plaintiff(s),

-VS-

**ELLIOT BERNSTEIN, CANDICE BERNSTEIN, SHIRLEY BERNSTEIN, ALL
OTHER OCCUPANTS IN POSSESSION**

Defendant(s)

_____/.

MOTION TO DETERMINE AMOUNT OF RENT DUE

1. Defendant denies any amount of money due to Plaintiffs for rent.
2. Defendant's now are holding rent until this Court asses if any rent is lawfully owed under the situation described in the Answer to the eviction.
3. Pursuant to Florida Statute 83.64, Plaintiffs are unlawfully evicting Defendants as retaliation and punishment for reporting to local state and government agencies regarding uninhabitable and dangerous living conditions. We are asking the Court that due to the neglect and other fraudulent acts stated in the Answer, and since the problems have existed since Defendants took residency, that all rent and storage costs be returned in full as the unit has caused health problems that may be long term or permanent.
4. Defendants allege Plaintiffs in fact owe money including but not limited, out of pocket expenses including excessive energy bill payments, medical bills, related expenses, and damages as stated in Exhibit "3" of the Answer.

Wherefore, Defendant demands judgment for \$0.00 money owed, and claims money is due to Defendant instead as stated in the Answer, Exhibit "3" and motion to dismiss this Notice of Debt.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided by US Mail and Facsimile this 12th day of September, 2005 to: Kenneth Lowenhaupt at 7765 S.W. 87th Ave, Suite 201 Miami Florida 33173-2586 Lowenhaupt & Sawyer; to Kenneth Lowenhaupt of behalf of Equity; to Donna Barfield P.A. at 2809 Poinsettia Avenue West Palm Beach, FL 33407; to Donna Barfield, P.A. on behalf of her clients Equity, Stonybrook and JMG.

Eliot I. Bernstein 561-364-4240

10158 Stonehenge Cr. 801

Boynton Beach, FL 33437

_____ - Pro Se

Wherefore, Defendant demands judgment for \$0.00 money owed, and claims money is due to Defendant instead as stated in the Answer, Exhibit "3" and motion to dismiss this Notice of Debt.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided by US Mail and Facsimile this 12th day of September, 2005 to: Kenneth Lowenhaupt at 7765 S.W. 87th Ave, Suite 201 Miami Florida 33173-2586 Lowenhaupt & Sawyer; to Kenneth Lowenhaupt of behalf of Equity; to Donna Barfield P.A. at 2809 Poinsettia Avenue West Palm Beach, FL 33407; to Donna Barfield, P.A. on behalf of her clients Equity, Stonybrook and JMG.

Eliot I. Bernstein 561-364-4240

10158 Stonehenge Cr. 801

Boynton Beach, FL 33437


- Pro Se

COMPLETED

From the desk of Candice Michelle Bernstein,

September 8, 2005

Jessica Verzaal
Manager
Equity Realty/Stonybrook Apartments

Dear Jessica,

Just want to clarify the service request order we received from Pedro today. The description of work requested is incorrect. The location the new molds have been discovered is not in the master bedroom walls, but in the master bathroom, the front closet where the recently discovered black toxic mold, fungus and algae was found and painted over, mold is now bubbling through the paint. To be more specific, Pedro refers to the matter now as a "black substance" in this work order and which is the same black substance the last report identifies as "fungus and algae" which is also identical to the mold which you recently treated with mold spray. The front closet mold appears to be returning despite the previous attempts to cure it. Despite numerous attempts to clean the mold in the bathroom with over the counter mold removal agents by maintenance, it will not go away.

In addition, Bryan Hullihen just came by unannounced as a "courtesy call." In the future we would appreciate notification of any maintenance or courtesy calls ahead of time. When asked for his service ticket and he refused stating "courtesy calls" do not need tickets, although we are not sure what courtesy was performed as he did perform some surface checking of the new molds. When asked what he is licensed in or what background he had regarding mold analysis, he stated that he was not licensed for anything but to drive a vehicle. Any documents generated by Hullihen should be copied us. Hullihen admitted that he had no experience or training in mold of any sort and we are unclear what his objective was. Where your prior engineer stated mold did not spread, the finding of the new molds, fungus, algae, and treatment for such, have done nothing to support this claim. In fact, the front closet having no plumbing indicates a far more severe problem where it grows back almost within a month, and can no be found penetrating the new paint. You stated almost a month ago that you were getting the engineer to come back out to re-evaluate his report as it was found to be incorrect, and we hope that Mr. Hullihen's courtesy visit is in no way a substitute for a professional licensed bonded firm.

This new mold is causing continued health problems and these several weeks of further neglect may have profound consequences on the occupants' health.

Since these matters have once again become legal at your instigation, we would appreciate that all maintenance visits or courtesy calls are scheduled through your attorney and all reports transmitted from his offices to us, this will ensure proper procedures are followed and records match the conditions accurately. We will be happy

to contact your attorney for all problems as was instigated by your former counsel Donna Barfield.

Thank you,

Candice Bernstein
#801

UNIFORM CASE NO. 502005CC011311XXXXMB
DIVISION: RF
DOCUMENT NO. SM-05-21332

EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORP

PLAINTIFF(S)

- VS -

ELLIOT BERNSTEIN

DEFENDANT(S)

EVICTIION SUMMONS/RESIDENTIAL

TO DEFENDANT(S):

ELLIOT BERNSTEIN

PROPERTY ADDRESS:

ALTERNATE ADDRESS:

10158 STONEHENGE CIR
801
BOYNTON BEACH, FL 33437

9/3/08
419
pm
1/2
1085

PLEASE READ CAREFULLY

YOU ARE BEING SUED BY: EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORP

TO FORCE YOU TO MOVE OUT OF THE PLACE WHERE YOU ARE LIVING FOR THE REASONS STATED IN THE ATTACHED COMPLAINT.

A JUDGE MAY ORDER YOU TO MOVE WITHOUT A TRIAL UNLESS YOU HAVE DONE ALL OF THE THINGS LISTED BELOW WITHIN FIVE (5) DAYS AFTER THESE PAPERS WERE EITHER GIVEN TO YOU OR TO A PERSON WHO LIVES WITH YOU, OR WERE POSTED AT YOUR HOME. THE FIVE-DAY TIME LIMIT DOES NOT INCLUDE SATURDAY, SUNDAY, OR ANY LEGAL HOLIDAY.

THE THINGS YOU MUST DO WITHIN THE TIME LIMIT ARE:

1. WRITE DOWN THE REASON OR REASONS WHY YOU THINK YOU SHOULD NOT BE FORCED TO MOVE. YOUR WRITTEN REASON OR REASONS MUST BE RECEIVED BY THE COURT CLERK WITHIN THE TIME LIMIT, AND YOU MUST ALSO MAIL A COPY TO THE PLAINTIFF(S) ATTORNEY, OR IF THE PLAINTIFF(S) HAS NO ATTORNEY, TO THE PLAINTIFF(S). THE COURT CLERKS OFFICE IS LOCATED AT:
205 N DIXIE HWY WEST PALM BEACH, FL 33401
2. DELIVER TO THE COURT CLERK, AND NOT THE LANDLORD, THE RENT THAT IS NOW DUE. YOU MUST ALSO DELIVER TO THE COURT CLERK THE RENT EACH TIME IT BECOMES DUE UNTIL THE LAWSUIT IS OVER. THE CLERK WILL ONLY ACCEPT CASH, OR CERTIFIED CHECK, OR A MONEY ORDER, OR AN ATTORNEYS TRUST ACCOUNT CHECK, MADE PAYABLE TO THE CLERK OF COURTS.
3. IF YOU DISAGREE WITH THE AMOUNT OF RENT THE LANDLORDS COMPLAINT SAYS YOU OWE, YOU MUST FILE WITH THE COURT CLERK A WRITTEN REQUEST (MOTION) WHICH ASKS THE JUDGE TO DECIDE HOW MUCH MONEY YOU MUST GIVE TO THE COURT CLERK. A COPY OF YOUR MOTION MUST ALSO BE MAILED TO THE PLAINTIFF(S) ATTORNEY, OR IF THE PLAINTIFF(S) HAS NO ATTORNEY, TO THE PLAINTIFF(S).

REMEMBER - YOU MAY BE EVICTED WITHOUT ANY COURT HEARING IF YOU HAVE NOT DONE ALL OF THESE THINGS WITHIN THE FIVE (5) DAY TIME LIMIT

IF THE ATTACHED COMPLAINT ALSO CONTAINS A CLAIM FOR MONEY DAMAGES (SUCH AS UNPAID RENT), YOU MUST RESPOND TO THAT CLAIM SEPARATELY. YOU MUST WRITE DOWN THE REASONS WHY YOU BELIEVE THAT YOU DO NOT OWE THE MONEY CLAIMED. THE WRITTEN REASONS MUST BE GIVEN TO THE CLERK OF COURT AT THE ADDRESS SPECIFIED IN PARAGRAPH (1) ABOVE, AND YOU MUST MAIL OR GIVE A COPY OF YOUR WRITTEN REASONS TO THE PLAINTIFF/PLAINTIFFS ATTORNEY. THIS MUST BE DONE WITHIN 20 DAYS AFTER THE DATE THESE PAPERS WERE GIVEN TO YOU OR TO A PERSON WHO LIVES WITH YOU OR WERE POSTED AT YOUR HOME. THIS OBLIGATION IS SEPARATE FROM THE REQUIREMENT OF ANSWERING THE CLAIM FOR EVICTION WITHIN 5 DAYS AFTER THESE PAPERS WERE GIVEN TO YOU OR TO A PERSON WHO LIVES WITH YOU OR WERE POSTED AT YOUR HOME.

IF YOU HAVE TROUBLE SPEAKING OR UNDERSTANDING ENGLISH, YOU MUST BRING WITH YOU SOMEONE WHO IS FLUENT WITH BOTH ENGLISH AND YOUR OWN LANGUAGE AND WHO HAS THE ABILITY TO TRANSLATE AND INTERPRET BOTH LANGUAGES.

THE STATE OF FLORIDA;

TO EACH SHERIFF OF THE STATE: YOU ARE COMMANDED TO SERVE THIS SUMMONS AND A COPY OF THE COMPLAINT IN THIS LAWSUIT ON THE ABOVE-NAMED DEFENDANT(S).

DATED 01-SEP-2005

Sharon R. Bock
Clerk & Comptroller

BY: KATIE D. GILLIAM
DEPUTY CLERK

COPY



KENNETH J LOWENHAUPT ESQ , 7765 SW 87TH AVE, STE 201, MIAMI, FL 33173-0000

SEE REVERSE SIDE - VEASE AL REVES - VOIR DE L'AUTRE COTE DE

POR FAVOR LEASE CUIDADOSAMENTE

USTED ESTA DEMANDADO POR:

PARA FORZARLO A MUDARSE DEL LUGAR DONDE UD. VIVE POR LAS RAZONES INDICADAS EN LA DEMANDA ADJUNTA.

UN JUEZ PODRIA ORDENAR QUE UD. SE MUDE SIN UN JUICIO A MENOS QUE UD. HA HECHO TODAS LAS COSAS ENUMERADAS ABAJO DENTRO DE CINCO 5 DIAS DESPUES DO QUE ESTOS PAPELES FUERON ENTREGADOS A UD. O A UNA PERSONA QUE VIVE CON UD. O PEGADOS A SU PUERTA. EL LIMITE DE TIEMPO DE CINCO DIAS NO INCLUYE SABADOS, DOMINGOS O CUALQUIER DIA FERIADO.

LAS COSAS QUE UD, TIENE QUE HACER DENTRO DEL LIMITE DE TIEMPO SON:

1. PONER POR ESCRITO LA RAZON O RAZONES POR LAS CUALES UD. PIENSA QUE NO DEBEN FORZARLO A MUDARSE. SU RAZON O RAZONES ESCRITAS TIENEN QUE SER RECIBIDAS POR LA SECRETARIA DEL TRIBUNAL DENTRO DEL LIMITE DE TIEMPO. Y TAMBIEN TIENE QUE MANDAR POR CORREO UNA COPIA AL ABOGADO QUE REPRESENTA AL DEMANDANTE(S) O SI EL DEMANDANTE(S) NO TIENE ABOGADO, MANDELA DIRECTAMENTE AL DEMANDANTE(S). LA OFICINA DE LA SECRETARIA DE TRIBUNAL ESTA SITUADA EN:

205 N DIXIE HWY WEST PALM BEACH, FL 33401

2. ENTREGAR A LA SECRETARIA DE LA CORTE, Y NO AL ARRENDADOR EL ALQUILER QUE VENCE AHORA. TAMBIEN TIENE QUE ENTREGAR A LA SECRETARIA DE LA CORTE EL ALQUILER CADA VEZ QUE VENCE, HASTA DESPUES DE TERMINAR EL JUICIO. LA SECRETARIA SOLAMENTE ACEPTARA DINERO EN EFFECTIVO, O CHEQUE CERTIFICADO, O UN GIRO POSTAL, O UN CHEQUE DE UNA CUENTA DE REGISTRO DE UN ABOGADO.

3. SI UD. NO ESTA DE ACUERDO CON LA CANTIDAD DE ALQUILER QUE LA DEMANDA DEL ARRENDADOR DICE QUE UD. DEBE, UD. TIENE QUE REGISTRAR CON LA SECRETARIA DE LA CORTE UNA PETICION POR ESCRITO (MOCION) QUE LE PIDE AL JUEZ QUE DECIDA CUANTO DINERO UD. DEBE DAR A LA SECRETARIA DE LA CORTE. TAMBIEN TIENE QUE MANDAR POR CORREO COPIA DE SU PETICION AL ABOGADO QUE REPRESENTA AL DEMANDANTE(S) O SI EL DEMANDANTE(S) NO TIENE

RECUERDE -- UD. PODRIA SER DESAHUCIADO SIN NINGUNA AUDIENCIA DEL TRIBUNAL SI NO HA HECHO TODAS ESTAS COSAS DENTRO DEL LIMITE DE TIEMPO DE CINCO (5) DIAS.

SI LA DEMANDA ADJUNTA TAMBIEN INCLUYE UNA RECLAMACION POR DANOS Y PERJUICIOS PECUNARIOS (TALES COMO EL INCUMPLIMIENTO DE PAGO DEL ALQUILER), USTED DEBERA RESPONDER A DICHA RECLAMACION POR SEPARADO. DEBERA EXPONER POR ESCRITO LOS MOTIVOS POR LOS CUALES CONSIDERA QUE USTED NO DEBE LA SUMA RECLAMADA, Y ENTREGARLOS AL SECRETARIO DEL TRIBUNAL EN LA DIRECCION QUE SE ESPECIFICA EN EL PARRAFO (1) ANTERIOR, ASI COMO ENVIAR POR CORREO O ENTREGAR UNA COPIA DE LOS MISMOS AL DEMANDANTE/ABOGADO DEL DEMANDANTE. ESTO DEBERA LLEVARSE A CABO EN UN PLAZO DE 20 DIAS A PARTIR DE LA FECHA EN QUE ESTOS DOCUMENTOS SE LE ENTREGARON A USTED O A UNA PERSONA QUE VIVE CON USTED, O SE COLOQUEN EN SU CASA. ESTA OBLIGACION ES APARTE DEL REQUISITO DE RESPONDER A LA DEMANDA DE DESALOJO ENTRE 5 DIAS DESPUES DE LA FECHA EN QUE ESTOS DOCUMENTOS SE LE ENTREGARON A USTED O A UNA PERSONA QUE VIVE CON USTED, O SE COLOQUEN EN SU CASA.

SI USTED NO HABLA NI COMPRENDE BIEN EL IDIOMA INGLES TIENE QUE TRAER ALGUIEN QUE HABLE INGLES Y SU PROPIO IDIOMA CON FLUIDEZ Y QUE TENGA LA HABILIDAD DE TRADUCIR E INTERPRETAR AMBOS IDIOMAS.

SEE REVERSE SIDE VEASE AL REVES - VOIR DE L' AUTRE COTE DE

***** TANPRI LI AVEK ATANSYON *****
YO ASIGNE-OU POU OU SOTI NAN KAY KOTE OU RETE-A POU REZON KI EKRI SOU KONPLINT KI ATACHE-A:

YON JIJ KAPAB BA-OU LOD POU OU SOTI SAN JIJMAN AMWENSKE OU TE FE TOUT BAGAY KI MAKE ANBA PAPYE-A PANDAN (5) SINK JOU APRE KE OUSWA YO BA-OU PAPYE SA-YO OU BYEN YO BAY YON MOUN KI ABITE ANSANM AVEK OU PAPYE SA-YO, OU BYEN YO TE PLAKE-YO SOU POT LAKAY-OU. DIRAN SINK JOU SA-A, SAMEDI PA LADEN, DIMANCHE PA LADAN, NI JOU FET PA LADAN.

BAGAY KE OU SIPOZE FE DIRAN TAN YO BA-OU-A SE:

1. EKRI REZON OU BYEN REZON-YO KI FE OU PANSE KE YO PA SIPOZE FOSE-OU POU OU SOTI. OU SIPOZE REMET GREFIE (SEKRETE) TRIBINAL-LA REZON SA-YO A LEKRIT DIRAN TAN KE YO BA-OU-AN, EPI SE POU OU VOYE YON KOPI PA LA POS BAY AVOKA DEMANDE - (A) OU BYEN SI DEMANDE-YA PA GIN AVOKA, VOYE YON KOPI BAY DEMANDE-YA. OFIS GREFIE TRIBINAL-LA NAN ADRES-SA-A:

205 N DIXIE HWY WEST PALM BEACH, FL 33401

2. REMIT GREFIE (SEKRETE) TRIBINAL-LA, PA BAY PWOPRIETE-A, KOB LWAYE KE OU DWE KOUNYE-A. FOK OU REMET GREFIE (SEKRETE) TRIBINAL-LA KOB LWAYE- A CHAK FWA KE LI BOUT JISKASKE YO FIN ASIGNE-OU. GREFIE (SEKRETE)-A AKSEPTÉ KOB KACHE, CHEK SETIFYE, OU BYEN YON MONNI ODE, OU BYEN YON CHEK KI SOTI DIREKTEMAN NAN MIN YON AVOKA.

3. SI OU PA DAKO AVEK MONTAN KOB LWAYE KONPLINT PWOPRIETE-A DI OU DWE-A OU SIPOZE RANPLI PAPYE NAN OFIS GREFIE (SEKRETE) TRIBINAL-LAN POU OU FE YON DEMAND A LEKRIT (MOSYON) POU OU MANDE JIJ-LA POU LI DESIDE KONBYEN KO BOU SIPOZE BAY GREFIE (SEKRETE) TRIBINAL-LA. OU SIPOZE VOYE YON KOPI MOSYON-OU-LAN PA LA POS BAY AVOKA DEMANDE-(A) OU BYEN SI DEMANDE-YA PA GIN AVOKA VOYE YON KOPI BAY DEMANDE-YA.

SONJE KE YO KA METE - OU DEO SAN. KE OU PA MINM AL NAN TRIBINAL SI KE OU PAT FE TOUT BAGAY SA-YO DIRAN (5) JOU LIMIT TAN KE YO BA-OU-A.

SI PAPYE KONPLINT LA GEN KE POU PEYE LAJAN TOU POU DOMAJ (TANKOU LWAYE OU DWE) REPONN DEMANN NAN SEPARÉ. OU DWE EKRI SOU PAPYE REZON KI FE OU PA DWE LAJAN KLE YO MANDE-YA, OU DWE REMET GREFYE TRIBINAL-LA REZON SA-YO A LEKRI NAN ADRES KI SOU PAPYE-YA (1) ALNE-YA, E OU DWE BAY OU BYIN VOYE YON KOPI BAY DEMANDE-YA/AVOKA DEMANDE-YA PA LA POST. OU DWE FE SA AVAN 20 JOU APRE DAT YO TE BA-WOU PAPYE-YA OU BYIN YO TE BAY YON MOUN KI ABITE NAN MENM KAY AVEK-OU OU BYIN DAT KE OU TE JWEN PAPYE-YA TACHE NAN POT KAY OU-WA. OBLIGASYON SA-A SEPARÉ DE DEMANN POU REPONN AVAN 5 JOU APRE YO TE BA-WOU PAPYE-YO, OU BYIN YON MOUN KI TE ABITE ANSANM AVEK-OU, OU BYIN YO TACHE NAN POT-OU.

SI OU GIN POBLEM POU SWA PALE OU BYIN KONPRANN ANGLE, MINNIN YON MOUN KI PALE ANGLE AK LANG OU PALE-A TRE BYIN E KI KA INTERPRETE E TRADUI TOU DE LANG-YO.

SEE REVERSE SIDE - VEASE AL REVES - VOIR DE L'AUTRE COTE DE

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT NICOLE SAUNDERS, ADA COORDINATOR IN THE ADMINISTRATIVE OFFICE OF THE COURT , PALM BEACH COUNTY COURTHOUSE, 205 NORTH DIXIE HIGHWAY, ROOM 5.2500, WEST PALM BEACH FL 33401; TELEPHONE NUMBER (561) 355-4380 WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS EVICTION SUMMONS; IF YOU ARE HEARING/VOICE IMPAIRED, CALL 1-800-955-8771.

SI OU SE YON MOUN KI INFIM, KI BEZWEN NINPOT AKOMODASYON POU KA PATISIPE NAN PWOSE SA-A, OU GEN DWA, SANL PA KOUTEW ANYIN, POU YO BAW KEK SEVIS. TANPRI KONTAKTE KOODINATE ADA, NICOLE SAUNDERS NAN BIRO ADMINISTRATIF TRIBINAL NAN COTE PALM BEACH, FLORIDA LA, KI NAN 205 NORTH DIXIE HIGHWAY, CHAM 5.2500, WEST PALM BEACH FLORIDA 33401, NIMERO TELEFONN-NAN SE (561) 355-4380, RELE DE (2) JOU DE LE OU RESEVWA LOD POU METE OU DE YO; SI OU BEBE OU BYEN SOUD RELE 1-800-955-8771.

SI UD, ES UNA PERSONA INCAPCITADA QUE NECESITA DE UN SERVICIO ESPECIAL PARA PARTICIPAR EN ESTE PROCESO, UD. TIENE DERECHO A QUE LE PROVEAN CIERTA AYUDA SIN COSTO ALUGNO. POR FAVOR PONGASE EN CONTACTO CON NICOLE SAUNDERS, EL COORDINATR DE LA OFICINA ADMINISTRATIVA DE LA CORTE ADA, SITUADA EN EL 205 NORTH DIXIE HIGHWAY, OFICINA 5.2500, WEST PALM BEACH, FLORIDA 33401, TELEFONE (561) 355-4380, DENTRO DE LOS DOS (2) PROXIMOS DIAS HABLES DESPUES DE RECIBIR ESTA NOTIFICION DE DESALOJO; SI TIENE INCAPACIDAD DE OIR O HABLAR LLAME AL 1-800-955-8771.

SI VOUS ETES INFIRME, ET EN BESOIN DE NIMPORTE ACCOMMODATION POUR POUVOIR PARTICIPER A CES PROCEDURES, VOUS POUVEZ GRATUITEMENT RECEVOIR, CERTAIN SERVICES. SIL-VOUS-PLAIT CONTACTEZ LE COORDINATEUR DU BUREAU ADMINISTRATIF DU TRIBUNAL DE PALM BEACH, NICOLE SAUNDERS, LE TRIBUNAL SE TROUVE A 205 NORTH DIXIE HIGHWAY, CHAMBRE 5.2500, WEST PALM BEACH FLORIDA 33401, NUMERO DE TELEPHONE (561) 355-4380 DURANT DEUX (2) JOURS SUIVANT LA RECEPTION DE CITATION; SI VOUS ETES MUETS OU SOURDS, APPELZ 1-800-955-8771.

IN THE COUNTY COURT IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO. 50200500011311XXXMB
JUDGE RF
CIVIL DIVISION
COMPLAINT

EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORP

Plaintiff(s),

vs.

ELLIOT BERNSTEIN AND CANDICE BERNSTEIN
And All Others in Possession
Defendant(s).

COUNT - TENANT EVICTION

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED

AUG 31 2005

SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Plaintiff sues Defendant(s), and states:

1. Plaintiff is authorized for business in this county.
2. Plaintiff owns real property in this county described as:
10158 STONEHENGE CIRCLE #801
BOYNTON BEACH, FLORIDA 33437
3. Defendant(s) reside(s) in this county.
4. This is an action to evict Defendant(s) from the property.
5. Defendant(s) retain(s) possession of the property under a month to month agreement to pay rent of \$1585.00 per month payable on the first of each month. A copy of the expired lease is attached hereto as Exhibit "A".
6. Defendant(s) failed to pay JUNE, JULY AND AUGUST RENT.
7. Plaintiff served Defendant(s) with a notice on AUGUST 22, 2005 to either pay rent or deliver the premises, but Defendants refuse to do either. A copy of the Three Day Notice is attached hereto as Exhibit "B".
8. Defendant(s) owe(s) Plaintiff, the following: rent for the month(s) stated in paragraph 6, totaling \$ 4755.00, and rent as it becomes due.
9. Failure of Defendant(s) to pay rent as due caused Plaintiff to retain the undersigned attorneys to represent them in this action and to agree to pay said attorneys a reasonable fee for their services and costs, which Defendant(s) should pay pursuant to Florida Statute Sec. 83.48 and the lease agreement.

WHEREFORE, PLAINTIFF DEMANDS JUDGEMENT FOR POSSESSION OF THE PROPERTY AGAINST THE DEFENDANT(S) AND FOR OTHER JUST RELIEF INCLUDING ATTORNEY' S FEES AND COURT COSTS.

Dated: August 30, 2005



Kenneth J. Lowenhaupt, Esq.
Law Offices of Lowenhaupt & Sawyers
7765 S.W. 87th Avenue
Suite 201
Miami, Florida 33173
(305) 412-5636
(800) 232-0558
Florida Bar#: 0761532

**STONYBROOK APARTMENTS
THREE DAY NOTICE
TO PAY RENT OR DELIVER POSSESSION**

TO: Elliot Bernstein and Candice Bernstein
And any and all others in possession

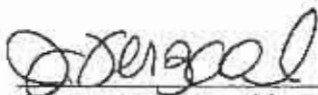
ADDRESS: 10158 Stonehenge Circle #801
Boynton Beach, FL 33437

DATE: 08-22-2005

You are hereby notified that you are indebted to us in the sum of: **\$4755.00** for the rent and use of the above referenced premises in Palm Beach County, Florida now occupied by you and that we demand payment of said rent or that you surrender possession of the said premises within three (3) days (excluding Saturdays, Sundays, and legal holidays) from the date of delivery of this notice:

on or before August 25, 2005

YOUR FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN EVICTION PROCEEDINGS BEING INSTITUTED AGAINST YOU PURSUANT TO SECTION 83.56 (3) OF FLORIDA STATUTES



Owner/Agent – Signature and printed name.
Stonybrook Apartment Homes/Equity Residential
10206 Stonehenge Circle, Boynton Beach, FL 33437
561-364-8090

CERTIFICATE OF SERVICE

PLEASE GOVERN YOURSELF ACCORDINGLY!

I hereby certify that a copy of the above notice was:

Delivered to Candice by hand.

Posted on the premises described above in the tenants absence on _____, 2005
BY: J. Derzgal TEWA 442005

CASHIER'S CHECK OR MONEY ORDER ONLY. Pursuant to your lease agreement, Paragraph 2, "All late payments must be made by cashier's check or money order."



FLORIDA APARTMENT LEASE



Apartment Address 10158 Stonehenge Cir # 801 Boynton Beach, FL 33437		Lease Date December 29, 2002	Lease Term Beginning: January 1, 2003 Ending: July 31, 2003
Monthly Total 460 + 70 = 1530. \$4,480.00	Promoted Rent (if any) \$ 0.00	Security Deposit \$ 1,000.00	Prepared by: Lauren K. Poulos

RESIDENT NAME(S):

Shirley Bernstein
 Elliot Bernstein
 Candice Bernstein

Names and ages of children:

Joshua Bernstein
 Jacob Bernstein
 Daniel Bernstein

Additional Agreements (if any):
See attached addenda

This is a lease between the above named Resident(s) and the below named Landlord for the apartment dwelling described above. It is the entire agreement between Resident(s) and Landlord and may be modified only in writing. As used in this lease, "you" means the resident (tenant) or residents whose names appear above. If there is more than one resident, you are jointly and severally liable for any payments due to us. "We," "our," or "us" mean the Landlord. "Premises" means the entire apartment community. UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF ITS PROVISIONS. It was executed by the Resident(s) and the Landlord on the above "Lease Date."

RESIDENT SIGNATURE(S):

[Handwritten signature]

JMG Realty, Inc. Agent for Stonybrook Apartments at Boynton Beach, LLC D/B Stonybrook Apartment Homes

10206 Stonehenge Circle
Boynton Beach, FL 33437
(property address)

By: [Handwritten signature: Daniela Cougan]
(Signature, Agent for Owner)

1. SECURITY DEPOSIT:

A. Your security deposit will be held as indicated below:

Deposition in a separate interest bearing non-interest bearing account with:
City National Bank, Boca Raton, FL

You will receive 75% of any interest paid on your deposit but not more than 5% per year

Comingled with our other funds, and we have posted a surety bond with the court clerk of the county. You will receive interest on your deposit at a rate of 5% per year.

B. Before you may occupy the apartment, you must pay us the full security deposit indicated above. Your security deposit may not be applied by you as rent, but is a good faith deposit for your faithful fulfillment of each condition in this lease and as a contingency against any physical damage to the apartment or premises caused by you or your invitees. If you do not fulfill the original term or renewals of this lease, you agree to forfeit your security deposit as a liquidated damage for our rental expenses even if we are able to immediately re-rent the apartment for the same or more rent, and even if there are no other damages. In addition, you must pay for any physical damage and all rent due (see paragraph 7).

C. The following is Florida Statute 83.49(3) which we are required to provide to you:
F8 83.49(3)(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 ... If 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 you receive this notice, or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to: 10206 Stonehenge Circle, Boynton Beach, FL 33437.

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.

(b) Unless the Tenant shall object to the imposition of the Landlord's claim, or the amount thereof, within fifteen (15) days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his claim and remit the balance of the deposit to the Tenant.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs, plus a reasonable fee for his attorney. The Court shall advance the cost of the deposit to the Tenant.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute 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 subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of Florida Statutes.

2. RENT: You agree to pay the monthly rent at the Landlord's address on or before the 1st day of each month. Time is of the essence. Rent payments must be made by one check or money order even if there is more than one resident. Payments may not be made in cash. If the rent is paid after the 3rd day of the month, a late charge of \$75.00 will be due as additional rent. However, we reserve the right to refuse payment after expiration of our demand for rent or possession as provided for in Florida Statutes. All late payments must be made by cashier's check or money order. If your check is dishonored by your bank, you must pay us a service charge of \$30.00 plus any other charges and penalties provided by Florida law and plus any accrued late charge. If two of your checks are dishonored, you must pay future rent by cashier's check or money order. We are not required to redeposit a dishonored check. If the beginning term commences on a day other than the first day of a month, a full month's rent must be paid before you occupy the apartment and the prorated rent for the fractional portion of the first month must be paid on the first day of the second month of this lease. You must pay to us any sales or other taxes which are due on your rental payments. Any monies that you owe to us are deemed rent under this lease. All payments will first be applied to the oldest outstanding balance, if any.

Resident(s) Initials: SIB CB [Handwritten initials]

3. **RENEWAL:** This lease will continue as a month-to-month lease after the initial term unless or until either you or we give the other at least thirty (30) days written notice of termination. This month-to-month lease shall be continued upon the same terms and provisions hereof except that the rent payment shall be increased \$100.00 above the current market rent. Termination must be the last day of a calendar month. Rent may be increased after the initial term upon not less than thirty (30) days notice. Resident may continue on a month-to-month lease for no longer than a 90 day term. Resident is required to give at least 30 days written notice of termination. Landlord may exercise the same right upon discretion.

4. **UTILITIES:** You must obtain electric, gas, water, and sewer for your apartment, if separately metered. Unless otherwise stated, we supply water and sewer for normal usage. We are not liable for interruption or malfunction in service of any utility due to any cause. If the interruption is our fault, your rent may be abated if service is not restored within a reasonable time. You may not occupy your apartment without electric, gas, water, and sewer services.

5. **OCCUPANCY:** Only those persons whose names appear on this lease may occupy the apartment without our prior written consent except guests for not more than seven days. The apartment may be used solely for private housing. You may not assign this lease or sublet any portion of your apartment. If you will be absent for more than fourteen days, you must notify us in writing.

6. **PETS:** No pets may be kept in the apartment or on the premises without our written consent.

7. **DEFAULT AND REMEDIES:** If you default in complying with this lease or the law, we have the right to retake possession as provided by Florida law. Rent is accelerated upon default. Under no circumstances can our acceptance of your keys, or re-entry or any other action be considered as a termination of the lease or retaking for our own account. If you or your invitee engages in criminal activity on the premises, such action will be a default for which your lease may be immediately terminated. In addition to any of the foregoing, you and we have any other rights and remedies provided by law. The prevailing party in any dispute arising out of this lease will be entitled to recover reasonable attorney's fees and litigation costs.

8. **TERMINATION:** Either you or we can terminate this agreement as of the last day of a calendar month at the end of the initial term by giving the other party not less than sixty (60) days written notice. You are responsible for all financial obligations including, but not limited to, rent payments during the sixty (60) day notice period. If any of your property is left in the apartment or on the premises after you vacate or abandon the apartment, we may remove or dispose of that property and you waive any claims for damages as a result of our disposal of it. If you fail to deliver all keys and vacate on or before your lease termination, you must pay double rent until you do so.

9. **EARLY TERMINATION:** You may terminate this lease by fulfilling all of the following requirements:

(a) Resident is financially responsible for giving a 60 day written notice.

(b) After completing 7 months of the initial lease term, resident would pay an early termination fee equal to one months rent.

(c) If resident terminates this lease prior to completing 7 months of the initial lease term, they are required to pay a termination fee equal to two months rent.

(d) Resident would be responsible for reimbursing landlord for any move-in concession utilized during the lease term.

Termination must be at the last day of the calendar month and all the above fees must be paid prior to resident vacating the apartment.

10. **RESIDENT PERSONAL PROPERTY:** The residents whose signatures are affixed to this lease have rented an apartment from the aforementioned apartment community. Pursuant to Section 33.67(3) of Florida Statutes, upon surrender or abandonment of the apartment by the residents, the landlord shall not be liable or responsible for storage or disposition of the residents' personal property.

11. **NOTICES:** Any notices from us to you will be deemed delivered when mailed to you at our apartment by first class mail, or personally handed to you or anyone in your apartment, or left at your apartment in your absence. Any notice from you to us will be deemed delivered when received at our office, certified mail, return receipt requested or personally delivered to our office staff during normal business hours.

12. **RIGHT TO ENTER:** You consent to our entering your apartment during reasonable hours for any inspections, maintenance and repairs, and pest control procedures which we deem necessary in our sole discretion; and for delivering notices and for other purposes as provided by law.

13. **REPAIR AND MAINTENANCE:** You acknowledge that you have inspected the apartment and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You are responsible for the removal of trash and garbage from your apartment to the appropriate collection point and for maintaining your apartment in a clean and sanitary condition. Damage to locks or keys lost or damaged by you will be repaired and/or replaced by us at your expense. We will maintain air conditioning and heating equipment; plumbing fixtures and fittings; electrical systems, and appliances provided by us. Any damage to your apartment or the premises, except for normal wear, caused by you or your invitees will be corrected, repaired, or replaced at your expense. You must immediately notify us in writing of any needed maintenance or repair. You must inspect your fire alarm at least once a month to determine if it is working properly and notify us of any deficiency.

14. **ALTERATIONS:** You may not make alterations or additions, nor install or maintain in the apartment or any part of the premises, any fixtures, large appliances, devices, or signs without our written consent. You may not install any ceiling fixture or penetrate the ceiling. Any alterations, additions, or fixtures which are made or installed will remain a part of the apartment, unless we specifically agree otherwise.

15. **LIABILITY:** We will not be liable for any damage, loss, or injury to persons or property occurring within your apartment or upon the premises, whether caused by us or someone else. You are responsible for obtaining your own casualty and liability insurance, and, with respect to your family or invitees, agree to save and hold us harmless and indemnify us from any liability. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

16. **SECURITY:** We do not provide and have no duty to provide security services for your protection or the protection of your property. You must look solely to the public police for such protection. We will not be liable for failure to provide security services to protect you, your family, or others, or your property from the criminal or wrongful acts of our employees, agents, or others. If, from time to time, we provide any security services, those services are only for the protection of our property and will not constitute a waiver of, or in any manner modify, this disclaimer.

17. **FIRE AND CASUALTY:** If your apartment becomes unoccupiable because of fire or other casualty or unforeseen event, we may, at our option, terminate this lease or repair the apartment within thirty (30) days. If we elect not to repair the apartment, this lease will immediately terminate. If we do elect to repair the apartment, and if the damage is not due to your, your family's, or invitee's negligence, the rent will abate during the time you cannot occupy the apartment. Nothing may be used or kept in or about your apartment which would in any way affect the terms and conditions of our fire and extended coverage insurance policy, be a violation of law, or otherwise be a hazard.

18. **WAIVER:** Our acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights nor an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our right to other remedies. Your rights under this lease are subordinated to any present or future mortgages on the premises. We may assign our interest in this lease.

19. **POSSESSION:** If the apartment is not ready for your occupancy on the beginning date of this lease due to causes beyond our control, the beginning date may be extended up to 30 days or the lease may be voided at our option. We shall not be liable for any of your expenses caused by such delay or termination.

20. **APPLICATION:** If any information given by you in your application is false, we may, at our option, terminate this lease. You will notify us promptly in writing of any change in the information provided to us in your application.

21. **RADON GAS:** We are required by Florida Statute 404.036 (8) to give the following notification to you, "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 public health unit."

22. **POLICIES:** In addition to the policies below, you must observe any other reasonable policies which may be given to you now or are later implemented by us.

(a) Except for automobiles, no vehicles (including motorcycles, trucks, boats or boat trailers, campers, travel trailers and motorhomes) may be parked on the premises without our prior written consent. All vehicles must be currently licensed and in good operating condition and must be parked only within spaces provided for parking. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single designated parking space, or in entrances or exits. Any violations of the foregoing rules will subject the vehicle to being towed without notice at the owner's expense. We are not liable for any damage arising as a result of towing. You acknowledge that it is your responsibility to advise your guests and invitees of the proper manner for the parking of their vehicles and you further agree to determine in each case that they have complied therewith. You agree to indemnify and hold us harmless for any claims by your guests or invitees for the towing of their vehicles for violation of these rules; you agree to pay for said towing and other charges related thereto as additional rent to be paid immediately. We may impose additional parking regulations including limiting the number of vehicles which you or your guests may park on the premises, requiring the use of parking decals on vehicles, and/or assigning parking spaces. No more than one vehicle is allowed for each adult resident without our written consent.

(b) No vehicle maintenance or repairs or similar activities may be performed on the premises.

(c) Solicitation by you or others is not allowed on the premises.

(d) No awnings or other projections, including air conditioners, or wiring may be attached to or extended from the outside of an apartment in building except by us, or as provided for in this lease agreement.

(e) Locks may not be altered nor may new locks, knockers, or other door or window attachments be installed without our prior written consent.

(f) No noise, music or other sounds, or conduct or attire (or lack of) is permitted at any time in such manner as to disturb or annoy other persons. Certain attire may be prohibited such as "T-back" swim suits.

(g) No spikes, adhesives, screws, hooks or nails, or shoe-like may be driven into or applied to the walls, ceilings, floors, doors, or other surfaces without our prior written consent except that small nails may be used for hanging wall decorations. You are responsible for the cost of repairing any holes.

S/B CB LP

(h) No water-filled furniture is permitted except waterbeds. Waterbeds are not permitted unless we are first protected as a loss payee on an insurance policy approved by us.

(i) Any draperies or other window covering must be white or lined in white so that only white may be seen from outside your apartment.

(j) No signs or other objects which we deem to be unsightly may be displayed in your windows or elsewhere on the premises.

(k) Water may not be wasted. Water hoses may be used only with automatic shut-off nozzles. Washing of vehicles may be restricted to designated areas and times. Outside water use may be prohibited.

(l) Patios, balconies, hallways, and entrances may not be used to store belongings. Only appropriate potted plants and outdoor furniture are permitted on patios and balconies. Hanging of clothes, garments, towels, or rugs over the railing of balcony patios will not be permitted.

(m) If your apartment has a balcony, terrace or patio that is totally within the premises being leased will have the right to install a satellite dish (no larger than one meter in diameter) or sticky-type antenna without the express prior approval of the apartment owner or manager under the following conditions.

- (1) Residents may not install a satellite dish/antenna on any other part of the property other than the patio, balcony or terrace as described above. The installation of the dish/antenna cannot cause damage to the patio, balcony or terrace beyond normal wear and tear of the structure.
- (2) Residents may not install a dish/antenna on an outside window sill, roof or common area balcony or stairway.
- (3) The resident is liable for the safety of the satellite dish/antenna and will be required to provide owner/manager with legal document indemnifying the owner/manager of any legal responsibility as a result of the dish/antenna.
- (4) Resident must obtain and keep adequate liability insurance in force related to the dish/antenna.
- (5) Resident may not drill any holes in the outside wall, roof, balcony, railing, glass or other structure of the apartment building.
- (6) The dish/antenna must not be installed precariously and the dish/antenna can not extend beyond the balcony, patio or terrace railing.

23. MOLD & MILDEW: Resident acknowledges that the apartment unit is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide ventilation and dehumidification of the apartment to retard or prevent the growth of mold and mildew. Resident agrees to be responsible for properly ventilating and dehumidifying the apartment and the contents to retard and prevent mold and mildew and that Management shall not be responsible for damages caused by mold and mildew.

24. DELIVERED PACKAGES: Resident agrees and understands that packages accepted for the resident by the Management or its representatives will not be kept in an area locked or secured in any way, and that the resident may not hold the aforementioned apartments or the managing agent responsible for packages if they are lost or damaged. Furthermore, the resident understands that packages left over (14) fourteen days will be returned to the sender. Resident understands that the property management and its representatives are not responsible for contacting the resident regarding any packages delivered to the office. It is the responsibility of the deliverer to notify the resident of the delivery.

25. DRUG FREE HOUSING: In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:

(a) Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance (as defined in section 102 of the Controlled Substances act (21 U.S.C. 802)).

(b) Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.

(c) Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

(d) Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drugs paraphernalia at any location, whether on, near or within sight of the premises or otherwise.

(e) Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on, near or within sight of the premises.

(f) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION but shall be a preponderance of the evidence.

(g) In case of conflict between the provisions of this section and any other provisions of the Rental Agreement, the provisions of this section shall govern.

26. GRILLING POLICY: The storage and use of outdoor grills is mandated by county, and/or state law. You therefore, must obtain written approval from management before using or storing any charcoal or gas grill on the premises.

Via – Certified Mail

Stonybrook Apartments/Equity Residential/JMG Realty
Jessica Verzaal
Manager
10206 Stonehenge Circle
Boynton Beach, FL 33437

RE: Apartment 801 – 7 Day Withholding of Rent – Health Code Violations

Pursuant with Florida Statutes, Section 83.60, I am notifying you of your material non-compliance with Florida Statutes, Section 83.51(1), and the Boynton Beach, FL Code of Ordinances. Unless the listed repairs are made within 7 days of delivery of this notice, I will not pay rent, because of your failure to maintain the premises.

As you are aware we have had several issues regarding our apartment, including but not limited to extensive mold exposure that has caused severe health concerns, property damage, vermin infestation, a defective air conditioner, molded carpet and furniture, outrageous energy bills, water leaking in the walls, flooding closets and outdoor pooling of water due to defective plumbing and sprinkler systems.

This notice is to serve as formal notice that due to continued problems described herein we regretfully inform you that we are with-holding rent until all of the above aforementioned health problems and dangers have been fully remedied and all prior damages compensated for. This will supplement our prior notice of rent withholding dated 7/26/05 and all prior notice of uninhabitable conditions.

In addition to prior damages and loss of property, we have faced new concerns just days ago in relation to the spreading of the mold throughout our unit and the entirety of the building. When our neighbors across the hall informed us their coat closet was covered in water and mold, we later checked ours to find the mold had spread over 10 feet through the walls from our HVAC closet to the hall closet. Noted in your service report, 8/5/05 as “fungus/algae water stain residue” and what is more commonly referred to as black mold. The fungus/algae water stain residue was then treated using mold removal chemicals while occupants were forced to live through such chemicals. The mold removal chemicals had explicit warnings to not breathe or inhale the fumes and yet even after noting this to maintenance and the presence of small children and infants, your company continued in the mold removal spraying without any protection of the occupants. We had requested that we be moved prior to hazardous chemicals being dispersed in the common areas of the house, including in and around the HVAC unit itself, yet the chemicals were dispersed. This caused severe burning and irritation of our eyes, ears, nose, lungs and throats.

8/23/2005

There is still an abundance of mold throughout the house and the carpets, as previously noted all contents have become fully infiltrated with mold and must be replaced. Further, as we pointed in our prior seven day withholding other residents are complaining of similar problems and the mold appears to have spread throughout the building and HVAC vents from the extended lack of proper care and maintenance of the unit and building since our taking possession.

Most importantly, our health and well-being has not improved as a result of the unsafe and unfit living conditions. A more aggressive approach is necessary for full remedy including but not limited to, air ducts disinfected and carpets replaced. We even offered to move to another unit in our last letter which we never heard a response to. On August 22, 2005 we tried contacting management, but were forced to speak with Melinda, who informed us that without full payment of rent owed we would be forced to live in uninhabitable and dangerous living conditions. This type of coercion and harassment to collect rent when fully aware of the continued problems and further threatened eviction actions, noting that Jessica has full knowledge that code enforcement has been called to evaluate the property and we are awaiting their arrival, will again be viewed as retaliatory eviction practices of Stonybrook and harassments. Forcing us to live in substandard conditions and threatening eviction unless your demands are met, knowing of life threatening possible health conditions to children and infants, is viewed as further breach of the contract provisions of our lease and against Florida laws. Due to the prior fraud, the prior attempt to evict us without cause constituting abuse of process and continued attempts to cover up these problems and force eviction without restoring habitable conditions, may force us to file criminal charges such as reckless endangerment and other charges relating to the falsification of work orders.

We have been waiting several weeks for the engineering firm who reported initially that the mold had not spread to come and re-evaluate the property since discovering that quite contrary to his report the mold was found to have spread to where he said it had not. With your assurances that the mold had not spread we continued to stay in this unit and since finding that it has spread no one has come to evaluate the safety to all occupants of the building. Jessica assured us over the last weeks that this evaluation was imminent and that the lawyers were working to the resolve the issues for all units affected in the building.

Obviously this is very scary to us, as permanent damage is possible from mold, our family including the baby who has taken this the worst, along with my husband have suffered continued problems. On July 16, 2005 we had to rush our 2 year old on a Saturday to the pediatrician for coughing/throwing up blood, similar to the symptoms my husband has had. The doctor confirmed a severe sinus infection and blood. He informed us of hypersensitivity to mold resulting from prolonged exposure to mold. We have contacted allergy/immunology and pulmonary specialists. The Doctor's report was furnished to you as well.

We are faced with the decision that no quick fix remedy can be reached as the mold spores have penetrated the carpet and the entirety of our personal belongings. This unit is not habitable in its current condition and needs professional mold remediation immediately.

Further, pest control was again here just last week, when new rodents were found, leaving us still facing those health concerns. Rats can still be heard near and around the walls of the children's bedrooms and the new pest control company, Orkin, informed us the noises we hear are rats chewing on electrical wiring in the walls and to be careful of electrical malfunctioning. Orkin has also determined the rats have dug a burrow (home) under the foundation of the air conditioner outside and are living off the water supply that has pooled under and around there from the drainage pipe that was already brought to your attention. Rat droppings and prints are visible all around that area that is outside our children's bedroom. Also that water supply is a mosquito breeding ground.

Further all compensation due for damages must be paid in full as admission of the problems prior denied and neglected have resulted in several hundred thousand dollars of damages to our properties and continue to cause damages seeing that unit and perhaps the entirety of the building are substandard in several other areas of great concern.

Again, Pursuant to Florida Statutes, Section 83.60, I am notifying you of your material non-compliance with Florida Statutes, Section 83.51(1), and we are withholding rent at this time, as clearly the living conditions remain unhealthy. Finally, if damages are compensated to date for personal property and financial loss and living conditions restored to healthy and safe, we would be happy to remain respectful tenants of the property.

Several of the other areas of concern currently remaining unfit and previously reported are including but not limited to:

Boynton Beach, FL Code of Ordinances.

ARTICLE VIII. HOUSING

I. Owner responsibilities. The responsibilities of the owners of all dwelling units are as follows:

1. **To rent or lease no dwelling to anyone for occupancy unless it meets minimum standards set forth herein.**

2. **To have dwelling in clean, sanitary, habitable condition; to free from infestation before renting; to paint walls and ceilings; and to clean, repair and exterminate if needed to meet aforesaid requirements before offering for rent.**

4. **To exterminate in the following cases:**

(a) When infestation exists in two (2) or more units or multiple unit structures.

(b) When infestation exists in shared or public areas of multiple unit structure.

(c) When infestation exists in single unit of multiple unit structure or in single unit structure when infestation is due to failure of the owner to maintain the dwelling in a ratproof and reasonably insect proof condition.

Section 2. Minimum Standards.

A. **General condition of structures.**

1. **All dwelling structures shall be watertight, weatherproof, rodent and insect proof and in good repair.**

2. **Every foundation, exterior wall and roof shall be reasonably watertight, weathertight and rodent proof, shall adequately support the building at all times and shall be in a workmanlike state of maintenance and repair.**

The outside wall of the building has flooding caused by faulty plumbing that has caused further

flooding and rodents into and under our HVAC foundation as noted by maintenance and Jessica.

- 3. Every interior partition, wall, floor and ceiling shall be reasonably tight; capable of affording privacy; maintained in a workmanlike state of repair; and in a clean and sanitary condition.**

The interior partitions of the walls adjoining the HVAC closet have been found to have been permeated by mold from the severe neglect and fraud of prior management. Current neglect of the fact that the mold has spread throughout our unit and the building continues. Where your last inspector claimed it was ok to safely live here and the mold had not spread, new evidence immediately after his report, shows the mold to have permeated the walls, floors, and HVAC vent as described above, calling perhaps for a more thorough and independent state review of the building and possible medical problems caused by the long term exposure all residents of the unit have suffered, knowing now that it has spread, exacerbated by neglect and fraud.

Since the area is now well over 10 feet we suggest that the EPA guidelines for buildings infested with mold due to neglected water damages be followed. Further, and as shown to Jessica and maintenance the mold has also returned where it was prior attempted to be removed and continues to come back weekly. It has also been demonstrated that even though the defective HVAC unit seems to be free of leaks, that mold once it dries is even more dangerous then wet and no precautions have been taken to contain the dried molds that have permeated the building.

- 4. Every roof shall be so drained and every lot shall be graded and drained so as to prevent dampness in the walls, ceiling, floors or basement of every dwelling.**

- 5. Every window, exterior door and basement hatchway shall be reasonably weathertight, watertight and rodent proof, and shall be maintained in a sound condition and repair.**

- 9. Every facility, piece of equipment and/or utility shall be constructed and installed so that it will function safely and effectively, and shall be maintained in good working condition.**

E. Basic equipment and facilities.

- 2. Plumbing fixtures. In every habitable dwelling unit all plumbing fixtures shall be properly installed; properly connected in accordance with the city plumbing code to the water supply and sewer system; properly maintained; and in good working order.**

Plumbing fixtures attached to building and possibly for the sprinklers according to maintenance have now caused a hole under our HVAC unit and ORKIN has noted infestation under the HVAC and surrounding it. Since this is directly under the HVAC this could be spreading harmful rodent toxins and other adverse health problems throughout our unit and others.

H. Infestation.

- 1. Every door, window or other device opening directly from a dwelling unit to outdoor space shall be equipped with screens.**

Where the front door does not have a screen and has had problem with rodent and bug infestations getting through at the bottom.

3. **There shall be no standing pools of water which might provide a breeding place for mosquitoes.**

Outside by the children's room there now is a large collection of water that has permeated the air conditioning unit foundation and acts as a breeding ground for rodents and mosquitoes. Orkin informed us that this was rats and the maintenance claimed this to be the problem of faulty plumbing attached to the building. Either way, evidence of rat and rodent droppings is found around the unit and under it and this is directly under our HVAC unit. Again, nothing has been done for well over a month. Also the storage closets remain not sealed and continue to leak water causing even more damage of property put back in after we were assured that it was fixed. Maintenance noted that the sealing on the doors was improper but nothing again has been done. This again poses severe health and safety concerns for all occupants of the building.

4. **Dwellings should be free from rodents and other vermin at all times.**

Unless the listed repairs/are made within 7 days of delivery of this notice, I will not pay rent for the next rental period and until all such non-compliances are cured. We also anticipate that all monies owed due to damage resulting from neglect and uninhabitable conditions also be paid in full immediately.



Candice M. Bernstein
10158 Stonehenge Cr.
#801
Boynton Beach, FL 33437

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

BOYNTON BEACH FL 33437

Postage \$ 0.60

Certified Fee \$2.30

Return Receipt Fee (Endorsement Required) \$1.75

Restricted Delivery Fee (Endorsement Required) \$0.00

Total Postage & Fees \$ 4.65

0265

08

05

Postmark
Here

USPS
08/23/2005

Sent To

JESSICA / STONYBROOK

Street, Apt. No.,
or PO Box No.

10206 Stonehenge Cir.

City, State, ZIP+4

B.B. FL 33437

7005 2260 0000 09RT 5002 5569 7E98 8831 6955

USPS JOG ROAD POSTAL STORE
BOYNTON BEACH, Florida
334379998

1169180265-0096

08/23/2005

(561)740-7320

05:03:54 PM

Sales Receipt

Product Description	Sale Qty	Unit Price	Final Price
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BOYNTON BEACH FL 33437			\$0.60
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First-Class

Return Receipt (Green Card)			\$1.75
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Certified			\$2.30
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Label Serial #: 70051160000388316955

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Issue PVI:			\$4.65
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Total:			\$4.65
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Paid by:

Cash			\$5.00
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Change Due:			-\$0.35
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Bill#: 1000402106289

Clerk: 08

— All sales final on stamps and postage. —

Refunds for guaranteed services only.

Thank you for your business.

Customer Copy

**STONYBROOK APARTMENTS
THREE DAY NOTICE
TO PAY RENT OR DELIVER POSSESSION**

TO: Elliot Bernstein and Candice Bernstein
And any and all others in possession

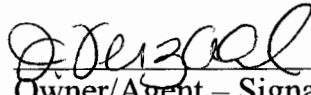
ADDRESS: 10158 Stonehenge Circle #801
Boynton Beach, FL 33437

DATE: 08-22-2005

You are hereby notified that you are indebted to us in the sum of: **\$4755.00** for the rent and use of the above referenced premises in Palm Beach County, Florida now occupied by you and that we demand payment of said rent or that you surrender possession of the said premises within three (3) days (excluding Saturdays, Sundays, and legal holidays) from the date of delivery of this notice:

on or before August 25, 2005

YOUR FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN EVICTION PROCEEDINGS BEING INSTITUTED AGAINST YOU PURSUANT TO SECTION 83.56 (3) OF FLORIDA STATUTES



Owner/Agent – Signature and printed name.

Stonybrook Apartment Homes/Equity Residential
10206 Stonehenge Circle, Boynton Beach, FL 33437
561-364-8090

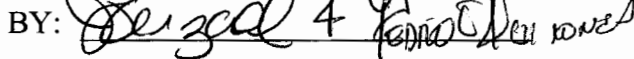
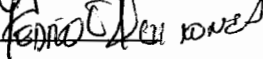
CERTIFICATE OF SERVICE

PLEASE GOVERN YOURSELF ACCORDINGLY!

I hereby certify that a copy of the above notice was:

Delivered to Candice by hand.

Posted on the premises described above in the tenants absence on _____, 2005

BY:  & 

CASHIER'S CHECK OR MONEY ORDER ONLY. Pursuant to your lease agreement, Paragraph 2, "All late payments must be made by cashier's check or money order."

SUBSEQUENT VISIT

Patient Name Bernstein, Daniel		Date JUL 16 2009	Sex M	Age 2/12	Phone 360 9240
<input type="checkbox"/> Associate <input type="checkbox"/> Gold Plus Plan	<input type="checkbox"/> Group <input type="checkbox"/> Private	<input type="checkbox"/> Medicare F.F.S <input type="checkbox"/> Work/Comp	I.D. # _____		Group # _____

VITAL SIGNS TIME: _____ TEMP: **97.2** BP: _____ P: _____ R: _____ WT: **21** Taken By: **plb**

SUBJECTIVE **10 mom states it's been ongoing since and she thinks it from the mold in the house**
Phen clear

OBJECTIVE **com red (B)**
Heart RR Jug cna
Lung cna (B)

ASSESSMENT **APR VRI / Anoxic / RR 20**
Asym / w/5 / R/feet
Pup

PLAN: DIAGNOSTIC STUDY **GIAXI**
for rule

MEDICATIONS **Breathyl pr qhs**

THERAPEUTIC REGIME: Activities: Ambulatory Bed Rest Limited Exercises

NUTRITION: Regular Diet Diabetic Diet () Calones Low Fat Low Salt () gm. Sodium Ulcer Diet

REFERRED TO NURSE FOR FURTHER HEALTH EDUCATION: YES NO RTC: _____

PROVIDER'S NAME: _____ PROVIDER'S SIGNATURE: _____

SEITZ PEDIATRICS, P
KENT SEITZ, M.D.
EDWARD KRIS, M.I
ROBERT PLATT, M.

Good SAVS.

BURT JORDAN, PH.D., D.D.S., J.D.
Pediatric Dental Surgeon
Hospital Specialist

SPECIALTY	PHYSICIAN AND PH
ALLERGY and IMMUNOLOGY	FRIEDMAN - 495-2580
	SIMONE - 737-1080
	LOUIE and STABILE- 965-6685
	KARAZ 733-3546
	SCHRAMM (BOCA) 368-7006
	ELYSEE SINCLAIR 752-2400
	CLIVE ROBERSON & WINSTON EVANS (8188 JOG) 655-4450

(305) 867-3913
(305) 867-3918 Fax

Children & Special Needs
By Referral Only

SEITZ PEDIATRICS, P.L.
ROBERT J. PLATT, M.D., FAAP

2828 SEACREST BOULEVARD, SUITE 214
BOYNTON BEACH, FL 33435

(561) 734-1888

8188 JOG ROAD, SUITE 202
BOYNTON BEACH, FL 33437

DEA # _____
BATCH # MD1050000 PED167517

NAME Daniel Bernstein AGE _____

ADDRESS _____ DATE 8/12/15

Rx ILLEGAL IF NOT SAFETY BLUE BACKGROUND
RESISTS ERASURES AND ALTERATIONS
ILLEGAL APPEARS IF COPIED

Rx

Refer
Ampy Pds

Label _____
Refill _____ times
[Signature]
(Signature)

In order for the brand name product to be dispensed, the prescriber must write 'Medically Necessary' on the front of this prescription.



5FPE0167517

July 26th 2005

Stonybrook Apartments/Equity Residential/JMG Realty
Jessica Verzaal
Manager
10206 Stonehenge Circle
Boynton Beach, FL 33437

RE: Apartment 801 – 7 Day Withholding of Rent – Health Code Violations

Dear Management,

As you are aware we have had several issues regarding our apartment, including but not limited to a defective air conditioner, outrageous energy bills, mold exposure, property damage, vermin infestation and severe health concerns.

Thanks to your recent efforts and consideration many of the problems appear to be on the road to recovery. We can not thank you enough for your forthright position to aid our family.

Unaware of the contractual relationship between “old” management and “new” management, we are seeking remuneration from “new” management for the prior property damages and other direct costs to property, attributable to the former neglect. We are asking Equity to bear these immediate costs and seek to recover such cost directly from JMG as we cannot discern that these liabilities have not carried forward contractually between your companies, yet either way someone must take responsibility. These costs can be found in the counter complaint under the damages listed and with out moving costs amount to \$133,915.25 with moving costs the total would be \$153,665.25. Additionally a small amount of incremental costs has been incurred since that filing. Further we are seeking \$25,000 for fees, cost, and time for the defense of the frivolous prior eviction action in which both Equity and JMG participated in that action.

\$133,915.25 Damages to May 2005
\$19,750.00 Moving Costs - Est to California
\$25,000.00 Costs Associated with Frivolous Eviction Action

\$178,665.25 Total Property Damages & Costs

Regarding the health damages for the negligence and the larger part of the counter complaint damages of \$5,000,000.00 (which will be increased exponentially in the forthcoming re-filing of that action as the prior case was dismissed without prejudice) the new action will include

Stonybrook Apartments/Equity Residential/JMG Realty
Jessica
Manager
Apartment 801 – 7 Day Withholding of Rent – Health Code Violations

additional charges for some of the malfeasances that took place including those for pain, suffering and possible long term health problems to the children and adults living here. We again will try to distinguish and separate the culpability to the proper parties; yet again this will depend on the contractual obligations between Equity and JMG. We are happy to have our counsel speak with your counsel, unless such counsel is the law firm of Barfield P.A. who will become part of that other action for damages resulting from negligence. Therefore, it would seem inappropriate to work with that firm where conflict would exist. If legal counsel can agree that the payment of the property damages from Equity will satisfy our issues with Equity than we would consider leaving you out of the named action against Stonybrook former management JMG, unless of course you have binding contractual obligations that would not allow such differentiation of the culpable parties. In exchange for property damages, if possible, we would be willing to structure a release for Equity that could work in either scenario to protect you from possible collateral involvement.

This notice is to serve as formal notice that due to certain lingering problems described above we regretfully inform you that we are with-holding rent until all of the above aforementioned health problems and dangers have been fully remedied and all prior damages compensated for.

After much research it has become apparent that mold from the air conditioner can cross contaminate and as the unit ventilates old air with new air, and re-circulates all air to and from the rooms, spreading mold spores all over everything the air touches. Please see attached mold studies.

Obviously this is very scary to us, as permanent damage is possible, to our family including the baby who has taken this the worst, along with my husband. On July 16, 2005 we had to rush our 2 year old on a Saturday to the pediatrician for coughing/throwing up blood, similar to the symptoms my husband has had. The doctor confirmed a severe sinus infection and blood. He informed us of hypersensitivity to mold resulting from prolonged exposure to mold. We have contacted allergy/immunology and pulmonary specialists. Further pest control was here just last week, when new rodents were found leaving us still facing those health concerns. We are faced with the decision that no quick fix remedy can be reached as the mold spores have penetrated the carpet and our personal belongings. The only remedy simply would be to move us out of this unit and into a clean and sanitary unit. In making such decision and bearing the incredible inconvenience it poses to our family, in addition to the enormous expenses we have already encountered from Stonybrook past management's failure to cure, we would anticipate that the moving would be handled immediately to ensure safety; perhaps this will remedy future problems instantly.

Pursuant to Florida Statutes, Section 83.60, I am notifying you of your material non-compliance with Florida Statutes, Section 83.51(1), and we are withholding rent at this time, as clearly the living conditions remain unhealthy while improved substantially from your prior efforts. Again, we remain sorry if any of these actions may appear directed at you or entangle you in former managements mess but we are willing to help you get reimbursed from former management for

Stonybrook Apartments/Equity Residential/JMG Realty
Jessica
Manager
Apartment 801 – 7 Day Withholding of Rent – Health Code Violations

any costs. Finally, if damages are compensated to date for personal property and financial loss and living conditions restored to healthy and safe, we would be happy to remain respectful tenants of the property.

Unless the listed repairs/are made within 7 days of delivery of this notice, I will not pay rent for the next rental period until such non-compliance is cured.

Candice Bernstein

X 

Stonybrook Apartments/Equity Residential/JMG Realty
Jessica
Manager
Apartment 801 – 7 Day Withholding of Rent – Health Code Violations


I, Candice Michelle Bernstein, do swear or declare that on this date, July 25th, 2005 I have served the 7 Day Withholding of Rent on each party to the above proceeding or that party's counsel, and on every other person required to be served, by facsimile and hand delivery.

The names and addresses of those served are as follows:

Jessica Verzaal
Management Offices
Stonybrook Apartments/Equity Residential/JMG Realty
10206 Stonehenge Circle
Boynton Beach, FL 33437

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 25th, 2005



(Signature)
Candice Michelle Bernstein
561-364-4240

Water Quality

NOTICE: The information provided on this website was obtained from sources believed to be accurate. The information is provided free as a public service with the specific understanding and agreement by the website visitor that the website publisher is not engaged in rendering medical or legal services. If medical or legal advice or assistance is required, the services of a competent, licensed medical doctor or attorney should be sought.

Also please read: Mold Health

Feature Release Date: March 21, 2005

Exposure to Mold Infestation Is a Proven and Serious Health Threat to Residents and Workers

Many property owners, landlords, employers, and mold victim relatives in Canada, the USA, and worldwide often question or minimize the proven and serious health threat arising from exposure to elevated levels of indoor mold infestation, according to Phillip Fry, Certified Mold Inspector, Certified Mold Remediator, and author of the mold book ***Mold Health Guide***.

Mold's Harmful Effects

“All molds have the potential to cause health effects. Molds can produce allergens that can trigger allergic reactions or even asthma attacks in people allergic to mold. Others are known to produce potent toxins and/or irritants,” according to the US Environmental Protection Agency (EPA)

A number of commonly found mold species are, in fact, toxic mold, a description applied to any mold that produces mycotoxins in its spores. *Stachybotrys* (black mold), *Aspergillus*, and *Penicillium* are three of the most dangerous and commonly found indoor toxic molds.

Mycotoxins are cytotoxic, meaning they have the capacity to pass through the human cellular wall and disrupt certain cellular processes – potentially causing serious health damage to workers and customers.

Studies on animals and cell cultures in labs have found toxic effects from various microbial agents, raising concerns about whether these same agents growing in buildings can cause illness in people, according to the 2004 mold health report from the Institute of Medicine (U.S. Government's National Academy of Sciences).

Mold Health Symptoms

Fungi can cause health problems to both humans and animals by several different biological mechanisms: infections, allergic or hypersensitivity reactions, irritant reactions, or toxic reactions. reported a 2004 University of Connecticut Health Center report

If exposed to elevated levels of indoor mold, some or many residents and workers can experience one or more of most common, mold health symptoms: allergies, asthma, bleeding lungs, breathing

difficulties, cancer, central nervous system problems, recurring colds, chronic coughing, coughing up with blood, dandruff problems (chronic) that do not go away despite use of anti-dandruff shampoos, dermatitis, skin rashes, diarrhea, and/or;

Eye and vision problems, fatigue (chronic, excessive, or continued) and/or general malaise, flu symptoms (chronic), sudden hair loss, headaches, hemorrhagic pneumonitis, hives, hypersensitivity pneumonitis, irritability, itching (of the nose, mouth, eyes, throat, skin or any other area), kidney failure, learning difficulties or mental dysfunction or personality changes, memory loss or memory difficulties; and/or

Open skin sores and lacerations, peripheral nervous system effects, redness of the sclera (white of your eyes), runny nose (rhinitis) or thick, green slime coming out of nose (from sinus cavities), seizures, sinus congestion, sinus problems, and chronic sinusitis, skin redness, sleep disorders, sneezing fits, sore throat, tremors (shaking), verbal dysfunction (trouble in speaking), vertigo (feelings of dizziness, lightheadedness, faintness and unsteadiness), and vomiting.

Mold Health Studies

“Where is the proof?” ask skeptical moldy home sellers, landlords, employers, and unaffected relatives of mold victims. There is actually abundant evidence about the serious impact of mycotoxins and mold exposure in human disease.

Medical studies in both the military and agricultural environments have discovered that that significant health problems can readily arise from the inhalation of elevated levels of fungal spores and toxins by soldiers and farmers.

Laboratory studies in animals and at the cellular level provide supporting evidence for direct toxicity of fungal spores and mycotoxins in mammalian lungs (University of Connecticut Health Center report in 2004)

As to asthma (one of the most common health consequences of mold exposure), a health study by the Finnish Institute of Occupational Health links adult-onset asthma to workplace mold exposure---

“The present (health study) results estimated that the percentage of adult-onset asthma attributable to workplace mold exposure to indoor molds and development of asthma in adulthood. Our findings suggest that indoor mold problems constitute an important occupational health hazard.”

The Finnish workplace mold study estimated that the percentage of adult-onset asthma attributable to workplace mold exposure to be 35% (Reported in *Environmental Health Perspectives*, May, 2002).

A European Community respiratory health survey in 2002 reported that asthma patients experience more significant asthma symptoms after they become sensitized to molds such as *Alternaria* and *Cladosporium* species, and to dust mites.

Scientific evidence links mold and other factors related to damp conditions in homes and buildings to asthma symptoms in some people with the chronic asthma, as well as to coughing, wheezing, and upper respiratory tract symptoms in otherwise healthy people, stated the Institute of Medicine report.

Water Quality

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Also visit: [Heating-Cooling Mold](#) [Air Conditioning Mold Test](#)

Air Conditioning, Heating, and HVAC Mold Problems

Q. I had a reputable company come to do air duct cleaning and they said there was mold in the hvac - therefore risky to do the cleaning because mold spores may go to other parts of the house. They use fosters 40-20 as remediation and will charge an extra \$1100 to treat everything with it. The mold they showed me was growing on the vent in our bedroom and I was advised to get a new vent- the other vents aren't so bad so they will be cleaned and treated. What do you think of all this? [December 18, 2004]

A. The U.S. Environmental Protection Agency [EPA] discourages duct cleaning because its benefit is only short-term and it cannot reach all mold and other contaminants living in the ducts and the heating/cooling system. If your heating/cooling system is mold contaminated, so is the rest of your house because the heating/cooling system is very good at distributing airborne mold spores everywhere in your home by its very operation of moving air to every area of your house. In addition, the most likely reason that your heating/cooling system is mold contaminated is that it was cross contaminated from one or more mold problems in the rest of your home. The operation of the system sucked in airborne mold spores from mold contamination sites to mold cross-contaminate the heating/cooling equipment and ducts. Your first step is to have the home thoroughly inspected and tested with a [Certified Mold Inspector](#). Then mold remediate your entire home and the heating/cooling system at the same time. [Learn the 25 steps for safe and effective mold remediation.](#)

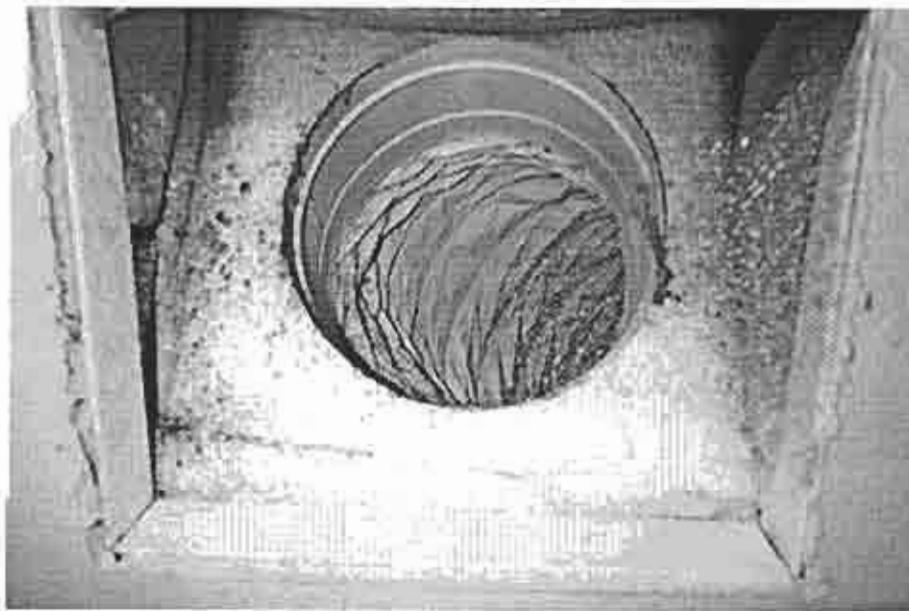
Q. I live in a town home in Woodbridge VA and just had my Fall Heater inspection. We found major amounts of black mold inside the Carrier Air Handler that was not there in March. The inspector first thought that maybe we could remediate it with ultraviolet light, but after considerable more checking said that it was too extensive and the unit would have to be replaced since it circulated air all through the house. Is there no other means of killing mold inside a HVAC unit? [October 12, 2004]

A. When there has been mold cross contamination of your entire house by a moldy heating/cooling system you need to mold remediate your ENTIRE house. Your first step is mold testing by using our do it yourself mold test kits to mold test your entire home for mold infestation. Test the air of any attic/basement/crawl space, garage, each room, and the outward air flow from each heating/cooling duct register for the possible presence of elevated levels of airborne mold spores, in comparison to your outdoor mold control test. You can buy [mold test kits](#) at our [online mold products catalog](#). You should also collect samples of any visible mold for mold lab analysis and mold lab mold species identification by using the Scotch tape lift sampling technique explained on the mold test kit instructions of [Mold Mart](#). Collect a different mold sample from each different mold growth location. [Learn safe, effective mold remediation tips.](#) One good first step would be to use one of our mold fogging machines to fog large quantities of the EPA-registered fungicide Shockwave into the return air duct of your heating/cooling system while it runs on fan ventilation. With this method you can reach about 70% of the mold contaminated surface areas of the ducts and heating/cooling equipment. The only perfect solution is the total replacement of your heating/cooling ducts and equipment after effective [mold remediation](#) of the rest of your house. You

should test your home for levels of mold infestation in the heating/cooling system both before and after fogging a home mold remedy into your heating/cooling system and spraying the fungicide Shockwave on all surfaces inside your home. Your family needs to be out of the home during the fogging and spraying process [until the mold fog and spray are totally dried].

Q. How do we know whether it is necessary to replace the ducts and the air handler because of mold contamination in my home? [Sept. 5, 2003]

A. You need to know how seriously and where your home [including all of your heating/cooling equipment and ducts] is mold contaminated. Your first step to solve the problem is to mold test the air of each room, basement, crawl space, attic, and the outward air flow from each heating/cooling duct register for the possible presence of elevated levels of airborne mold spores, in comparison to an outdoor mold control test. Elevated mold levels signify a possible serious mold infestation problem and health threat. To use our do it yourself mold test kits, please visit: **Mold Mart** Hire a Certified Mold Inspector. To know how to do mold remediation safely and effectively, please visit: **Mold Removal**. Before mold cleaning or replacing the the heating/cooling equipment and ducts, they should be first sealed [using plastic to tightly cover all return air registers and supply registers to stop any further mold contamination of the heating/cooling system. Then you would first complete mold remediation of all other areas of your house, including your personal property and clothing which should be mold decontaminated outside of the house in the clean room you can build pursuant to the instructions in our book Mold Health Book [**Mold Mart**]. Then you would use containment walls to seal off the mold remediated areas from the work that needs to be done on heating/cooling equipment/ducts. If the ducts are made of sheet metal [with NO insulation INSIDE the ducts], the sheet metal interiors can be effectively cleaned and disinfected with mold fungicides. If the ducts contain insulation INSIDE or are something like corrugated pipes, throw those ducts away and replace with new ducts. You can kill mold growth in about 70% of the surface areas inside heating/cooling equipment and air handlers with either fungicide misting or foaming [both of which are among dozens of useful mold-fighting skills taught in our 3 day **DO IT YOURSELF MOLD INSPECTION & REMEDIATION SCHOOL** taught via distance. For mold school information, please contact mold training director Paul Brennan moldexorcist@yahoo.com or phone Paul 435-632-8081.



Mold growth in air conditioning register duct.

BARFIELD, P.A.

ATTORNEYS & COUNSELLORS AT LAW

2809 Poinsettia Avenue
West Palm Beach, FL 33407
Voice: (561) 650-8139
Fax: (561) 650-8146
www.barfieldpa.com

July 18, 2005

Eliot Bernstein
Shirley Bernstein
And All Others in Possession
10158 Stonehenge Circle, Apt 801
Boynton Beach, FL 33437

Dear Residents:

We represent the current landlord of the Stonybrook Apartments. As you know, the landlord only recently acquired ownership of the property and its management staff has worked diligently in responding to each of your requests. The landlord is pleased that you are happy with the efforts of its management company.

Please be advised that the Notice served on you dated April 29, 2005, terminating your month-to-month tenancy has been withdrawn and the eviction action filed against you has been voluntarily dismissed. You may continue to occupy your rental unit as a month-to-month tenant conditioned upon your payment of all rent due and owing and your adherence to the provisions of your lease.

No rent has been paid for the months of June and July 2005, which rent is now due and owing at the rate of \$1,595 per month. The landlord has agreed that you may pay rent for June and July at the same time you pay August rent on August 1, 2005. Accordingly, the amount of \$4,785 will be due and owing on August 1, 2005.

Thank you for your attention to this matter.

Sincerely



Donna S. Barfield
For the Firm

Barfield P.A.
Attorneys and Counsellors at Law
2809 Poinsettia Avenue
West Palm Beach, FL 33407

Eliot Bernstein
Shirley Bernstein
And All Others in Possession
10158 Stonehenge Circle, Apt 801
Boynton Beach, FL 33437



U.S. POSTAGE



00.57

H-METTER 7119 738

CASE NO: 50 2005CC007455XXXX MB

STONYBROOK APARTMENTS
AT BOYNTON BEACH,
Plaintiff(s),

vs.

ELIOT BERNSTEIN AND
SHIRLEY BERNSTEIN,
Defendant(s),
_____ /

ORDER DISMISSING DEFENDANT'S COUNTERCLAIM

THIS MATTER WAS BEFORE THE COURT July 13, 2005 pursuant to a Court
Ordered hearing on Defendant's Motion to Determine Rent , and the Court having reviewed
pleadings, and being otherwise fully advised in the premises, hereby rules as follows;

Plaintiff filed a notice of Voluntary Dismissal of Eviction on July 12, 2005.

Defendant's Counterclaim is Dismissed without prejudice to refile in court of
competent jurisdiction.

DONE AND ORDERED, in West Palm Beach, Palm Beach County, Florida, this July
13, 2005.

SIGNED AND DATED

JUL 13 2005

**Chambers of Judge
LAURA S. JOHNSON**

Laura S. Johnson
County Court Judge

copies furnished

Donna Barfield, P.A.
2809 Poinsettia Ave.
West Palm Beach, Fl. 33407

Eliot & Shirley Bernstein
2809 Poinsettia Ave.
West Palm Beach, Fl. 33407

Stonybrook Apartments at Boynton Beach LLC

Plaintiff

vs.

Eliot Bernstein
Shirley Bernstein
AND ALL OTHERS IN POSSESSION

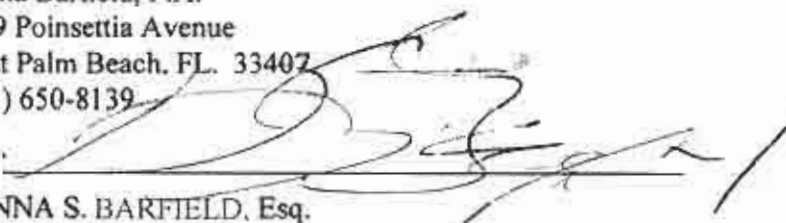
Defendant(s)

VOLUNTARY DISMISSAL

Comes now Plaintiff, by and through undersigned counsel, and dismisses without prejudice the action filed herein as against the Defendant, Eliot Bernstein and Shirley Bernstein according to Rules of Civil Procedure, 1.420 (a) (1).

I hereby certify that a true and correct copy of the foregoing has been mailed to the Defendant, Eliot Bernstein and Shirley Bernstein at 10158 Stonehenge Circle, Apt 801 Boynton Beach, FL 33437 on July 11, 2005.

Donna Barfield, P.A.
2809 Poinsettia Avenue
West Palm Beach, FL. 33407
(561) 650-8139

By: 
DONNA S. BARFIELD, Esq.
Florida Bar No. 458333

DATE	TIME	RESIDENT'S NAME	BUSINESS PHONE	HOME PHONE	ADDRESS	APT. NO.	WORK REQUESTED
------	------	-----------------	----------------	------------	---------	----------	----------------

**MAKING
LIFE
EASY**

SERVICE REQUEST

Taken By _____

Special Instructions _____

Description of Work Requested _____

10503



Work Completed
 Repaired Temporarily
 Parts Needed
 Resident Charges \$ _____

Date Completed 7/6 Time In 10:15 Time Out 11:40 Performed By Arcora + Pedro

Action Taken/Completed Removed water heater, patched hole in A/C closed,

cleaned both storage 11-2, 11-3, waiting for H.E.C.

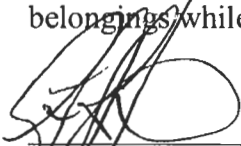
Parts/Equipment Used re-installed water heater and part Bifold
door. on storage found rat nest in a

Pet Present? Yes No Type of Pet 50k. 4:00 to 5:30pm. Arcora

Permission to Enter? Yes No

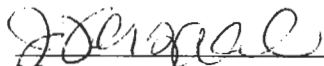
July 6, 2005

This letter is a waiver of liability to not hold any of the maintenance staff at Equity responsible for any damages that may be caused to any of the Bernstein's personal belongings while removing them from the storage closet to clean it.



Elliot Bernstein

Elliot



Management

IN THE COUNTY COURT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CIVIL DIVISION
CASE NO. 50 2005 CC007455XXXXMB

STONYBROOK APARTMENTS
AT BOYNTON BEACH,

Plaintiff,

vs.

ELIOT BERNSTEIN, and
SHIRLEY BERNSTEIN,

Defendants.

PLAINTIFF'S MOTION TO DISMISS
DEFENDANT'S COUNTERCLAIMS

Plaintiff, STONYBROOK APARTMENTS AT BOYNTON BEACH, moves this Honorable Court to dismiss the Defendants' putative Counterclaim, pursuant to Rule 1 40(b)(6), Fla. R. Civ. P., for failure to state a cause of action, as the Defendants fail to allege the essential elements of any cause of action, common law, contractual or statutory; and have waived the right to bring this suit by accepting performance and paying rent, and in support thereof would show:

1 In response to the Plaintiff's (the Landlord's) Complaint for Eviction after the Defendants (the Tenants) failed to vacate after their Landlord terminated their tenancy-at-will for administrative reasons, Tenants have filed an Answer which fails to, in good faith, specifically admit or deny the Complaint's allegations, and interposes instead a frivolous "Counterclaim.

2. Defendants' Counterclaim is frivolous, malicious and lacks any basis in law or in fact, subjecting Defendants to the imposition of attorney fees and costs, pursuant to § 83.48, Fla.

Stat., and under the explicit terms of the Lease Agreement, as well as, after the proper proceedings, an additional imposition of attorney fees and costs, pursuant to § 57.105, Fla. Stat.

3. Though Defendants' "Counterclaim" fails to set forth any particular cause of action, inferences may *conceivably* be drawn to the effect that Defendants are attempting to plead causes of action for Constructive Eviction, Retaliatory Conduct and/or Breach of Contract.

4. Each of these theories of "Counterclaim" must fail as they are legally insufficient, because the Complaint's factual allegations are themselves insufficient to state a cause of action upon which relief may be granted, and because the Defendant has statutorily waived such claims.

I. Defendants Fail to State a Cause of Action for Constructive Eviction

5. To the extent Defendants attempt to state a claim for Constructive Eviction, the Counterclaim must be dismissed pursuant to Rule 1.140(b)(6), Florida Rules of Civil Procedure, for failure to state a cause of action.

6. Before a tenant may present the defense of Constructive Eviction based upon the landlord's failure to maintain the premises, the tenant must first serve the landlord with a Seven-Day Written Notice specifying the tenant's complaint and declaring an intention to withhold payment of rent unless the complaint is cured within seven days. § 83.60(1), Fla. Stat.¹ Any such Seven-Day Written Notice would not be timely if served on the landlord only after the default. Lakeway Management Co. of Florida, Inc. v. Stolowilsky, 527 So.2d 950 (Fla. 3d DCA 1988).

7. A tenant's service of a Seven-Day Written Notice is also a statutorily imposed condition precedent to suit which the Defendants at bar have simply not met.

¹ In the alternative, the tenant, under § 83.56(1), Fla. Stat., may serve the written notice specifying the tenant's complaint and declaring the intent to terminate the tenancy unless the correction is made within seven days. Defendants have not done this either.

8. Section 83.51, Fla. Stat., moreover, does not state that a landlord must maintain premises, but rather *requires the landlord to comply with local housing regulations*. The tenant must therefore file pleadings identifying the violation of specific local housing regulations and asking the court to take judicial notice of them. Rodriguez v. Philip, 413 So.2d 441 (Fla. 3rd DCA 1982); Wilkins v. Tebbetts, 216 So.2d 477 (Fla. 3d DCA 1968). The Defendants have done absolutely none of these.

II. Defendants Fail to State a Cause of Action for Retaliatory Conduct

9. Defendants' responsive pleading might also conceivably be construed as an attempt to bring a Counterclaim for "Retaliatory Conduct" (which exists only as a statutory *defense*), yet (even as a defense) Defendants' "Counterclaim" fails to allege that the Plaintiff did not act for good cause.

10. The elements of Retaliatory Conduct, are set forth in Section 83.64, Fla. Stat. which provides as follows:

Wilkins v. Tebbetts, 216 So. 2d 477 (Fla. 3rd DCA 1968), held that in order to be properly before a court, any housing codes, sanitary and building codes must be alleged in the pleadings:

"Wilkins [tenant] claims the Fire Department verified his compliant and gave notice to Tebbetts [landlord] to have the [electrical] system repaired...In the instant case, the pleadings of Wilkins do not allege a violation of any City of Miami or Dade County, Florida Code. The answer alleged that an inadequate and dangerous electrical system which had been reported to the Miami Fire Department was "confirmed" by them No specific violation of any Dade County Code, the Dade County Minimum Housing Code, or the South Florida Building Code was alleged or implied and no code was contained in the record. **The courts of Florida will not take judicial notice of municipal ordinances.** Town of Medley v. Caplan, Fla. App. 1966, 191 So. 2d 449. "

83.64. Retaliatory conduct

(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;

(b) The tenant has organized, encouraged, or participated in a tenants' organization;

(c) The tenant has complained to the landlord pursuant to s. 83.56(1); or

(d) The tenant is a service member who has terminated a rental agreement pursuant to s. 83.682.

(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him or her for possession.

(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.

(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

11 Defendants originally took possession of the dwelling under a Florida Apartment Lease commencing January 1, 2003, and ending July 31, 2003. Defendants' tenancy renewed on

Statutes, provides that the defense does not apply when the landlord proves that the eviction is for good cause, and further defines good cause to include "violation of the rental agreement." Because the landlords had good cause to evict, the trial court erred in denying the landlords' motion for directed verdict.

The judgment below is reversed, and the cause is remanded with directions to enter judgment for appellees. Attorney fees and costs are granted appellees, the amount to be fixed by the trial court on remand.

Salmonte v. Eilertson, 526 So.2d at 180.

16. As § 83.64(3), Fla. Stat., provides that the defense of retaliatory eviction does not apply when the landlord shows the eviction is for good cause, and because the statute, moreover, goes on to define “good cause” as including "violation of the rental agreement," the Plaintiff-Landlord in the present case had good cause to evict the Defendants for material non-compliance with the Lease Agreement. As Defendants violated the Lease Agreement by failing to vacate within 30 days of the Seven Day Notice, a defense of retaliatory eviction simply does not apply.

17. Additionally, the defense of retaliatory conduct requires, as a basic and essential element, an allegation that the tenant in question is being treated differently from other residents. Indeed, § 83.64(4), Fla. Stat., provides in pertinent part:

"Discrimination" under this section means that a *tenant is being treated differently* as to the rent charged, the services rendered, or the action being taken by the landlord, *which shall be a prerequisite to a finding of retaliatory conduct.*

Section 83.64(4), Fla. Stat. (emphasis added).

18. Absent from Defendants' 'Counterclaim' is any allegation whatsoever that the Defendants were treated differently from other residents.

a month-to-month basis following the expiration of their lease on July 31, 2003. The tenancy was thereafter a "Tenancy At Will."

12. On April 29, 2005, Plaintiff served Defendants with a Seven (7) Day Written Notice of Termination of Month-to-Month Tenancy and to return possession of the rental unit effective May 31, 2005, thus providing the Defendants with not less than thirty (30) days' Notice of such termination. The reason for terminating the *at-will* tenancy was administrative.

13. The Defendants effectively admit they received such Notice in their Counterclaim, yet continue to retain possession.

14. A landlord has good cause for evicting a tenant, making a tenant's retaliatory eviction defense inapplicable where the tenant has admitted breaching the lease. Salmonte v Eilertson, 526 So.2d 79 (Fla. 1st DCA 1988).

5. The opinion in Salmonton, *supra*, is on all fours:

The relevant facts are that Paul Salmonte, the tenant, leased the Eilertsons' Florida home in September 1985. The landlords lived in Houston, Texas, and sometimes returned to inspect the house. In May 1986, they began inspecting more frequently than the tenant liked, so he began refusing entrance to the landlords and the pest control service. During the landlords' inspections, they discovered various unauthorized changes or breaches of the lease agreement, including keeping pets and changes in the carpeting, wallpaper, locks, and wiring. One of the landlords' rugs had been moved from the house to the garage and had a car parked on it. The landlords soon filed a complaint for eviction. The tenant asserted retaliatory eviction as an affirmative defense and as a basis for a counterclaim. The tenant admitted, however, the unauthorized pets, rug, and other violations.

The judgment below must be reversed. The tenant admitted breaching the lease. In view of the tenant's admissions in that regard, the jury's failure to award possession to the landlords could only be based on the retaliatory eviction defense. That defense, however, could not be raised because Section 83.64(3), Florida

19. As such an allegation is essentially “a prerequisite to a finding of retaliatory conduct,” § 83.64(4), Fla. Stat., any *defense* of Retaliatory Conduct, much like Defendants’ putative *Counterclaim* of Retaliatory Conduct, must fail.

20. The issues for trial must be made in and by the pleadings. Fla. R. Civ. P. 1.110(b),(c); and 1.140(b).

21. As the Defendants’ “Counterclaim” wholly fails to state a cause of action for Retaliatory Conduct, this Court should enter an Order dismissing the Defendants’ nominal Counterclaim and setting a hearing at which to determine the appropriate amount of attorney’s fees owed by the Defendant to the Plaintiff.

III. Defendants Fail to State a Cause of Action for Breach of Contract

22. Defendants’ nominal “Counterclaim,” construed as a claim of Breach of Contract, also fails to state a cause of action.

23. The putative “Counterclaim’s” insufficiencies are fundamental. At no point do the Defendants state which terms of the Lease Agreement have been breached

24. There is absolutely no reference to any paragraph or section of the Lease Agreement that Plaintiff is supposed to have failed to comply with. Defendants’ Counterclaim fails to allege a breach of any particular agreement between the parties.

25. The Defendant’s Counterclaim is therefore facially insufficient and fails to state a cause of action upon which affirmative relief may be granted. It is legally insufficient, frivolous, malicious, and should be dismissed

26. Also, Rule 130(a), Fla. R. Civ. P., requires that a copy of a lease agreement be attached to a pleading. Allegations based on a written instrument fail to state a cause of action and are subject to dismissal unless the instrument is attached and incorporated into the pleading. Contractors Unlimited, Inc. v. Nortrax Equip. Co. Southeast, 833 So.2d 286 (Fla. 5th DCA 2002). As stated in Samuels v. King Motor Co. of Ft. Lauderdale, 782 So.2d 489 (Fla. 4th DCA 2001):

Florida Rule of Civil Procedure 1.130(a) provides that all contracts or documents "upon which action may be brought ... shall be incorporated in or attached to the pleading." When a party brings an action based upon a contract and fails to attach a necessary exhibit under Rule 1.130(a), the opposing party may attack the failure to attach a necessary exhibit through a motion to dismiss. See Safeco Ins. Co. v. Ware, 401 So.2d 1129, 1130 (Fla. 4th DCA 1981). Where a complaint is based on a written instrument, the complaint "does not state a cause of action until the instrument or an adequate portion thereof is attached to or incorporated in" the complaint. *Id.*

Samuels v. King Motor Co. of Fort Lauderdale, 782 So.2d at 500.

IV. Defendants Have Statutorily Waived Any Claim They Might Have Had By Accepting Performance and By Paying Rent

27. In any event, the facts alleged on the face of the Counterclaim show Defendants have accepted Plaintiff's performance and paid rent through the present date, thus statutorily

³ Rule 130(a), Florida Rules of Civil Procedure, provides in its entirety

All bonds, notes, bills of exchange, contracts, accounts, or documents upon which action may be brought or defense made, or a copy thereof or a copy of the portions thereof material to the pleadings, shall be incorporated in or attached to the pleading. No papers shall be unnecessarily annexed as exhibits. The pleadings shall contain no unnecessary recitals of deeds, documents, contracts, or other instruments.

waiving the Defendant's right, if any, to raise such a claim. Section 83.56(5), Fla. Stat, specifically provides as follows:

“[I]f the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the . . . tenant waives his or her right to terminate the rental agreement *or to bring a civil action for that noncompliance.*”

Section 83.56(5), Fla. Stat. (emphasis added).

28. The Defendants' "Counterclaim" thus wholly fails to state a cause of action upon which relief may be granted and should therefore be dismissed.

29. It is frivolous, malicious and lacks any basis in law or in fact, subjecting the Defendants not only to the statutorily and contractually prescribed attorney's fees and costs, but to an additional award of fees upon fulfillment of the prerequisites under the statute.

30. Defendants' failure to abide by the terms of the Lease Agreement and the Defendants' interposition of their frivolous "Counterclaim" have required the Plaintiff to retain undersigned counsel and to incur additional attorney's fees and costs, for which the Defendants should be required to reimburse Plaintiff pursuant to § 83.48, Fla. Stat., according to § 57.105, Fla. Stat., after the proper proceedings, and under the explicit terms of the Lease Agreement.

WHEREFORE, Plaintiff, STONYBROOK APARTMENTS AT BOYNTON BEACH, moves this Honorable Court to enter an Order dismissing Defendants' Counterclaim and setting a hearing at which to determine the amount of attorney's fees owed by Defendants to Plaintiff.

IN THE COUNTY COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

**CASE NO. 05-CC-7455-MB
CIVIL DIVISION**

**Stonybrook Apartments at
Boynton Beach LLC,**

Plaintiff(s),

vs.

**Eliot Bernstein
Shirley Bernstein**

**AND ALL OTHERS IN POSSESSION,
Defendant(s).**

_____ /

ORDER DISMISSING DEFENDANTS' COUNTERCLAIMS

THIS CAUSE came before the Court upon Plaintiff's Motion to Dismiss Defendants' Counterclaims, and the Court being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED that said Motion is GRANTED as follows:

DONE and ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida on this day of _____ 2005.

County Court Judge

conformed copies to all parties

IN THE COUNTY COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 05-CC-7455-MB
CIVIL DIVISION

Stonybrook Apartments at
Boynton Beach LLC,

Plaintiff(s),

vs.

Eliot Bernstein
Shirley Bernstein

AND ALL OTHERS IN POSSESSION,
Defendant(s).

_____ /

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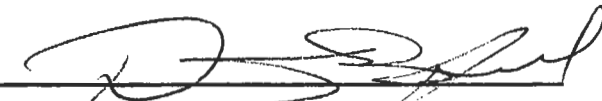
DONE and ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida on this day of _____, 2005

County Court Judge

conformed copies to all parties

Respectfully submitted,

DONNA BARFIELD, P.A
2809 Poinsettia Avenue
West Palm Beach, FL 33407
Telephone: 561-650-8139
Facsimile: 561-650-8146

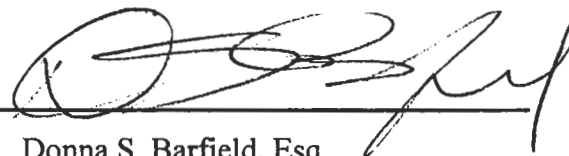
By: 

Donna S. Barfield, Esq.
Florida Bar No. 458333

CERTIFICATE OF SERVICE

HEREBY CERTIFY that a true and correct copy of the foregoing document, Plaintiff's Motion to Dismiss Defendants' Counterclaims, has been furnished to the Defendants, Eliot and Shirley Bernstein, 10158, Stonehenge Circle, Apartment 801, Boynton Beach, Florida 33437, by United States Mail, this 1 day of July, 2005.

DONNA BARFIELD, P.A
2809 Poinsettia Avenue
West Palm Beach, FL 33407
Telephone: 561-650-8139
Facsimile: 561-650-8146

By: 

Donna S. Barfield, Esq.
Florida Bar No. 458333

IN THE COUNTY COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 05-CC-7455-MB
CIVIL DIVISION

Stonybrook Apartments at
Boynton Beach LLC,

Plaintiff(s),

vs.

Eliot Bernstein
Shirley Bernstein

AND ALL OTHERS IN POSSESSION,
Defendant(s).

_____ /

ORDER DISMISSING DEFENDANTS' COUNTERCLAIMS

THIS CAUSE came before the Court upon Plaintiff's Motion to Dismiss Defendants' Counterclaims, and the Court being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED that said Motion is GRANTED as follows:

DONE and ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida on this
____ day of _____, 2005.

County Court Judge

conformed copies to all parties

CASE NO.: 50 2005CC007455XXXX MB
DIVISION: RB

STONYBROOK APARTMENTS
AT BOYNTON BEACH LLC,
Plaintiff(s),
vs.

ELIOT BERNSTEIN
SHIRLEY BERNSTEIN
AND ALL OTHERS IN POSSESSION,
Defendant(s).

**ORDER OF MANDATORY MEDIATION, DEFENDANT'S MOTION TO
DETERMINE RENT, ORDER SETTING FINAL HEARING ON EVICTION (IF
NECESSARY**

YOU ARE HEREBY NOTIFIED that this matter is set for mandatory mediation on
Wednesday, July 13, 2005 at 8:30 A.M. with a Final Hearing on Eviction to follow
thereafter (**if necessary**) before Judge Laura S. Johnson in **Courtroom 6M** of the Palm
Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, Florida 33401.
Please bring all documentation and witnesses to support your claim.

**ANY PARTY REQUIRING THE SERVICES OF AN INTERPRETER SHALL BRING
SAME TO THE HEARING.**

DONE and ORDERED at West Palm Beach, Palm Beach County, Florida this
June 29, 2005.

SIGNED AND DATED

JUN 29 2005

Laura S. Johnson
County Court Judge

Copy furnished:

Donna Barfield, P.A., 2809 Poinsettia Ave., West Palm Beach, Fl. 33407
Eliot & Shirley Bernstein, and All Others in Possession, 10158 Stonehenge Cr., Apt.
801, Boynton Beach, Fl. 33437

MAKING
LIFE
EASY

SERVICE REQUEST

Taken By _____

Special Instructions _____

Description of Work Requested _____

Having A/C contractor come out
to look at unit.

10503688

Work Completed

Repaired Temporarily

Parts Needed

Resident Charges \$ _____

Date Completed

6/30

Time In

9:30

Time Out

10:30

Performed By

Mr. A/C Guy

Action Taken/Completed

Came at 9:30am to 10:30am to look at A/C. They
checked pressures, unit, thermostat, and found that heat
relay was bad. everything else works fine. Thermostat
is working before leaving.

Parts/Equipment Used

Pet Present?

Yes

No

Type of Pet _____

Permission to Enter?

Yes

No

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www.equityapartments.com

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SERVICE
PROMISE
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My Documents | Freedom Secur... | ROAD RAGE
My Computer | Precision |
My Network Places | Inter Win
Recycle Bin | Office Man
Internet Explorer | Wir
Microsoft Office Outlook | testair
Adobe Acrobat ... | testair
BitDefender 8 Profession... | Microsoft Office F...
Create CD | Microsoft Word

Date/Time Properties

Date & Time | Time Zone

Date: June 2005

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Time: 8:20:49 PM

Current time zone: Eastern Daylight Time

OK | Cancel | Apply

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6/27/2005 6:50 PM	10:50	Cliff Kohlmeier	650-8146	25
6/27/2005 5:51 PM	54:33	Cliff Kohlmeier	650-8146	122
6/21/2005 12:32 PM	2:30	SpecialAgent Ste...	8337970	6
6/20/2005 11:12 AM	0:00	Esq Caroline Pro...	17084501415	5
6/20/2005 11:12 AM	0:00	Esq Caroline Pro...	17084501415	5
6/20/2005 11:01 AM	2:35	SpecialAgent Ste...	8337970	5
6/18/2005 12:07 PM	2:48	SpecialAgent Ste...	8337970	5

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10/10/11			311-1310			201	M		1020
DATE	TIME	RESIDENT'S NAME	BUSINESS PHONE	HOME PHONE	ADDRESS	APT. NO.	WORK REQUESTED	WORK ORDER NO.	

MAKING LIFE EASY

SERVICE REQUEST

Taken By _____
 Special Instructions _____
 Description of Work Requested Water Leaking 10503676

Work Completed Repaired Temporarily Parts Needed Resident Charges \$ _____

Date Completed 10/10/11 Time In _____ Time Out _____ Performed By _____

Action Taken/Completed _____

Parts/Equipment Used _____

Pet Present? Yes No Type of Pet _____

Permission to Enter? Yes No

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10/10/11			311-1310			201	M		1020
DATE	TIME	RESIDENT'S NAME	BUSINESS PHONE	HOME PHONE	ADDRESS	APT. NO.	WORK REQUESTED	WORK ORDER NO.	

MAKING LIFE EASY

SERVICE REQUEST

Taken By JO _____
 Special Instructions _____
 Description of Work Requested Leaking Water in Office 10503678

Work Completed Repaired Temporarily Parts Needed Resident Charges \$ _____

Date Completed 6/25 Time In 1:30 Time Out 4:00pm Performed By Jan - Kevin

Action Taken/Completed new door installation. Replaced old door to new hardware. Checked every thing else, ok.

Parts/Equipment Used _____

Pet Present? Yes No Type of Pet _____

EQUITY SERVICE PROMISE
 Making Life Easy

DATE	TIME	RESIDENT'S NAME	BUSINESS PHONE	HOME PHONE	ADDRESS	APT. NO.	WORK REQUESTED
------	------	-----------------	----------------	------------	---------	----------	----------------

MAKING LIFE EASY

SERVICE REQUEST

Taken By Walt Pridemore
 Special Instructions _____
 Description of Work Requested A/C IS PROBLEM 94V3.17
WILETT'S BLD.

105036

Work Completed Repaired Temporarily Parts Needed Resident Charges \$ _____

Date Completed 6/20 Time In 4:00 Time Out 4:26 Performed By ARON PEDERSEN

Action Taken/Completed CHECKED COILS, ADJUSTED PRESSURES

Parts/Equipment Used _____

Pet Present? Yes No Type of Pet _____

Permission to Enter? Yes No

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DATE	TIME	RESIDENT'S NAME	BUSINESS PHONE	HOME PHONE	ADDRESS	APT. NO.	WORK REQUESTED
------	------	-----------------	----------------	------------	---------	----------	----------------

MAKING LIFE EASY

SERVICE REQUEST

Taken By _____
 Special Instructions _____
 Description of Work Requested A/C NOT WORKING

105035

Work Completed Repaired Temporarily Parts Needed Resident Charges \$ _____

Date Completed 6/21 Time In _____ Time Out _____ Performed By Jim

Action Taken/Completed used try to pull disconnect and tested A/C off unit but on fan, still not cool. he back and resident said to wait until they can order & then start

Parts/Equipment Used back from doing these things. re-charged A/C. A/C coil is on order & then start

Pet Present? Yes No Type of Pet _____

Permission to Enter? Yes No

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DATE	TIME	RESIDENT'S NAME	BUSINESS PHONE	HOME PHONE	ADDRESS	APT. NO.	WORK REQUESTED
------	------	-----------------	----------------	------------	---------	----------	----------------

MAKING LIFE EASY

SERVICE REQUEST

Taken By _____
 Special Instructions _____
 Description of Work Requested A/C frozen again

105035

Work Completed Repaired Temporarily Parts Needed Resident Charges \$ _____

Date Completed 6/23 Time In _____ Time Out _____ Performed By Jim Pedersen

Action Taken/Completed used 1.400 and 1.400 and 1.400 and 1.400

Parts/Equipment Used 11:30am - 12:45pm. Replaced furnace with a vacuums apt. Rep contacted on furnace and altered drain line. Still waiting for A/C

Pet Present? Yes No Type of Pet _____

Permission to Enter? Yes No

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IN THE COUNTY/CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA

UNIFORM CASE NO. 502005CC007455XXXXMB

DIVISION: RB

DOCUMENT NO. SM-05-194888

STONYBROOK APARTMENTS AT BOYNTON BEACH LLC

PLAINTIFF(S)

VS -

ELIOT BERNSTEIN

DEFENDANT(S)

EVICTION SUMMONS/RESIDENTIAL

TO DEFENDANT(S):

SHIRLEY BERNSTEIN

PROPERTY ADDRESS

ALTERNATE ADDRESS:

10158 STONEHENGE CIRCLE
APT 801 (DWELLING UNIT)
BOYNTON BEACH, FL 33437

PLEASE READ CAREFULLY

YOU ARE BEING SUED BY: STONYBROOK APARTMENTS AT BOYNTON BEACH LLC

TO FORCE YOU TO MOVE OUT OF THE PLACE WHERE YOU ARE LIVING FOR THE REASONS STATED IN THE ATTACHED COMPLAINT.

A JUDGE MAY ORDER YOU TO MOVE WITHOUT A TRIAL UNLESS YOU HAVE DONE ALL OF THE THINGS LISTED BELOW WITHIN FIVE (5) DAYS AFTER THESE PAPERS WERE EITHER GIVEN TO YOU OR TO A PERSON WHO LIVES WITH YOU, OR WERE POSTED AT YOUR HOME. THE FIVE-DAY TIME LIMIT DOES NOT INCLUDE SATURDAY, SUNDAY, OR ANY LEGAL HOLIDAY.

THE THINGS YOU MUST DO WITHIN THE TIME LIMIT ARE:

1. WRITE DOWN THE REASON OR REASONS WHY YOU THINK YOU SHOULD NOT BE FORCED TO MOVE. YOUR WRITTEN REASON OR REASONS MUST BE RECEIVED BY THE COURT CLERK WITHIN THE TIME LIMIT, AND YOU MUST ALSO MAIL A COPY TO THE PLAINTIFF(S) ATTORNEY, OR IF THE PLAINTIFF(S) HAS NO ATTORNEY, TO THE PLAINTIFF(S). THE COURT CLERKS OFFICE IS LOCATED AT:
205 N DIXIE HWY WEST PALM BEACH, FL 33401
2. DELIVER TO THE COURT CLERK, AND NOT THE LANDLORD, THE RENT THAT IS NOW DUE. YOU MUST ALSO DELIVER TO THE COURT CLERK THE RENT EACH TIME IT BECOMES DUE UNTIL THE LAWSUIT IS OVER. THE CLERK WILL ONLY ACCEPT CASH, OR CERTIFIED CHECK, OR A MONEY ORDER, OR AN ATTORNEYS TRUST ACCOUNT CHECK, MADE PAYABLE TO THE CLERK OF COURTS.
3. IF YOU DISAGREE WITH THE AMOUNT OF RENT THE LANDLORDS COMPLAINT SAYS YOU OWE, YOU MUST FILE WITH THE COURT CLERK A WRITTEN REQUEST (MOTION) WHICH ASKS THE JUDGE TO DECIDE HOW MUCH MONEY YOU MUST GIVE TO THE COURT CLERK. A COPY OF YOUR MOTION MUST ALSO BE MAILED TO THE PLAINTIFF(S) ATTORNEY, OR IF THE PLAINTIFF(S) HAS NO ATTORNEY, TO THE PLAINTIFF(S).

REMEMBER - YOU MAY BE EVICTED WITHOUT ANY COURT HEARING IF YOU HAVE NOT DONE ALL OF THESE THINGS WITHIN THE FIVE (5) DAY TIME LIMIT

ODP_CC_5DAY_RE

COPY

IF THE ATTACHED COMPLAINT ALSO CONTAINS A CLAIM FOR MONEY DAMAGES (SUCH AS UNPAID RENT), YOU MUST RESPOND TO THAT CLAIM SEPARATELY. YOU MUST WRITE DOWN THE REASONS WHY YOU BELIEVE THAT YOU DO NOT OWE THE MONEY CLAIMED. THE WRITTEN REASONS MUST BE GIVEN TO THE CLERK OF COURT AT THE ADDRESS SPECIFIED IN PARAGRAPH (1) ABOVE, AND YOU MUST MAIL OR GIVE A COPY OF YOUR WRITTEN REASONS TO THE PLAINTIFF/PLAINTIFFS ATTORNEY. THIS MUST BE DONE WITHIN 20 DAYS AFTER THE DATE THESE PAPERS WERE GIVEN TO YOU OR TO A PERSON WHO LIVES WITH YOU OR WERE POSTED AT YOUR HOME. THIS OBLIGATION IS SEPARATE FROM THE REQUIREMENT OF ANSWERING THE CLAIM FOR EVICTION WITHIN 5 DAYS AFTER THESE PAPERS WERE GIVEN TO YOU OR TO A PERSON WHO LIVES WITH YOU OR WERE POSTED AT YOUR HOME.

IF YOU HAVE TROUBLE SPEAKING OR UNDERSTANDING ENGLISH, YOU MUST BRING WITH YOU SOMEONE WHO IS FLUENT WITH BOTH ENGLISH AND YOUR OWN LANGUAGE AND WHO HAS THE ABILITY TO TRANSLATE AND INTERPRET BOTH LANGUAGES.

THE STATE OF FLORIDA;

TO EACH SHERIFF OF THE STATE: YOU ARE COMMANDED TO SERVE THIS SUMMONS AND A COPY OF THE COMPLAINT IN THIS LAWSUIT ON THE ABOVE-NAMED DEFENDANT(S).

DATED 16-JUN-2005

Sharon R. Bock
Clerk & Comptroller

BY: Hilda Vasquez
DEPUTY CLERK

DONNA BARFIELD , ESQ , 2809 POINSETTA AVE., WEST PALM BEACH, FL 33407
DONNA BARFIELD , ESQ , 2809 POINSETTIA AVE., WEST PALM BEACH, FL 33407

SEE REVERSE SIDE - VEASE AL REVES - VOIR DE L'AUTRE COTE DE

POR FAVOR LEASE CUIDADOSAMENTE

USTED ESTA DEMANDADO POR:

PARA FORZARLO A MUDARSE DEL LUGAR DONDE UD. VIVE POR LAS RAZONES INDICADAS EN LA DEMANDA ADJUNTA.

UN JUEZ PODRIA ORDENAR QUE UD. SE MUDE SIN UN JUICIO A MENOS QUE UD. HA HECHO TODAS LAS COSAS ENUMERADAS ABAJO DENTRO DE CINCO 5 DIAS DESPUES DO QUE ESTOS PAPELES FUERON ENTREGADOS A UD. O A UNA PERSONA QUE VIVE CON UD. O PEGADOS A SU PUERTA. EL LIMITE DE TIEMPO DE CINCO DIAS NO INCLUYE SABADOS, DOMINGOS O CUALQUIER DIA FERIADO.

LAS COSAS QUE UD, TIENE QUE HACER DENTRO DEL LIMITE DE TIEMPO SON:

1. PONER POR ESCRITO LA RAZON O RAZONES POR LAS CUALES UD. PIENSA QUE NO DEBEN FORZARLO A MUDARSE. SU RAZON O RAZONES ESCRITAS TIENEN QUE SER RECIBIDAS POR LA SECRETARIA DEL TRIBUNAL DENTRO DEL LIMITE DE TIEMPO. Y TAMBIEN TIENE QUE MANDAR POR CORREO UNA COPIA AL ABOGADO QUE REPRESENTA AL DEMANDANTE(S) O SI EL DEMANDANTE(S) NO TIENE ABOGADO, MANDELA DIRECTAMENTE AL DEMANDANTE(S). LA OFICINA DE LA SECRETARIA DE TRIBUNAL ESTA SITUADA EN:

205 N DIXIE HWY WEST PALM BEACH, FL 33401

2. ENTREGAR A LA SECRETARIA DE LA CORTE, Y NO AL ARRENDADOR EL ALQUILER QUE VENCE AHORA. TAMBIEN TIENE QUE ENTREGAR A LA SECRETARIA DE LA CORTE EL ALQUILER CADA VEZ QUE VENCE, HASTA DESPUES DE TERMINAR EL JUICIO. LA SECRETARIA SOLAMENTE ACEPTARA DINERO EN EFECTIVO, O CHEQUE CERTIFICADO, O UN GIRO POSTAL, O UN CHEQUE DE UNA CUENTA DE REGISTRO DE UN ABOGADO.

3. SI UD. NO ESTA DE ACUERDO CON LA CANTIDAD DE ALQUILER QUE LA DEMANDA DEL ARRENDADOR DICE QUE UD. DEBE, UD. TIENE QUE REGISTRAR CON LA SECRETARIA DE LA CORTE UNA PETICION POR ESCRITO (MOCION) QUE LE PIDE AL JUEZ QUE DECIDA CUANTO DINERO UD. DEBE DAR A LA SECRETARIA DE LA CORTE. TAMBIEN TIENE QUE MANDAR POR CORREO COPIA DE SU PETICION AL ABOGADO QUE REPRESENTA AL DEMANDANTE(S) O SI EL DEMANDANTE(S) NO TIENE

RECUERDE -- UD. PODRIA SER DESAHUCIADO SIN NINGUNA AUDIENCIA DEL TRIBUNAL SI NO HA HECHO TODAS ESTAS COSAS DENTRO DEL LIMITE DE TIEMPO DE CINCO (5) DIAS.

SI LA DEMANDA ADJUNTA TAMBIEN INCLUYE UNA RECLAMACION POR DANOS Y PERJUICIOS PECUNARIOS (TALES COMO EL INCUMPLIMIENTO DE PAGO DEL ALQUILER), USTED DEBERA RESPONDER A DICHA RECLAMACION POR SEPARADO. DEBERA EXPONER POR ESCRITO LOS MOTIVOS POR LOS CUALES CONSIDERA QUE USTED NO DEBE LA SUMA RECLAMADA, Y ENTREGARLOS AL SECRETARIO DEL TRIBUNAL EN LA DIRECCION QUE SE ESPECIFICA EN EL PARRAFO (1) ANTERIOR, ASI COMO ENVIAR POR CORREO O ENTREGAR UNA COPIA DE LOS MISMOS AL DEMANDANTE/ABOGADO DEL DEMANDANTE. ESTO DEBERA LLEVARSE A CABO EN UN PLAZO DE 20 DIAS A PARTIR DE LA FECHA EN QUE ESTOS DOCUMENTOS SE LE ENTREGARON A USTED O A UNA PERSONA QUE VIVE CON USTED, O SE COLOQUEN EN SU CASA. ESTA OBLIGACION ES APARTE DEL REQUISITO DE RESPONDER A LA DEMANDA DE DESALOJO EN 10 DIAS DESPUES DE LA FECHA EN QUE ESTOS DOCUMENTOS SE LE ENTREGARON A USTED O A UNA PERSONA QUE VIVE CON USTED, O SE COLOQUEN EN SU CASA.

SI USTED NO HABLA NI COMPRENDE BIEN EL IDIOMA INGLES TIENE QUE TRAER ALGUIEN QUE HABLE INGLES Y SU PROPIO IDIOMA CON FLUIDEZ Y QUE TENGA LA HABILIDAD DE TRADUCIR E INTERPRETAR AMBOS IDIOMAS.

SEE REVERSE SIDE - VEASE AL REVES - VOIR DE L'AUTRE COTE DE

***** TANPRI LI AVEK ATANSYON *****
YO ASIGNE-OU POU OU SOTTI NAN KAY KOTE OU RETE-A POU REZON KI EKRI SOU KONPLINT KI ATACHE-A:

YON JI KAPAB BA-OU LOD POU OU SOTTI SAN JIMAN AMWENSKKE OU TE FE TOUT BAGAY KI MAKE ANBA
PAPYE-A PANDAN (5) SINK JOU APRE KE OUSWA YO BA-OU PAPYE SA-YO OU BYEN YO BAY YON MOUN KI
ABITE ANSANM AVEK OU PAPYE SA-YO, OU BYEN YO TE PLAKE-YO SOU POT LAKAY-OU. DIRAN SINK JOU
SA-A, SAMEDI PA LADEN, DIMANCHE PA LADAN, NI JOU FET PA LADAN.

BAGAY KE OU SIPOZE FE DIRAN TAN YO BA-OU-A SE:

1. EKRI REZON OU BYEN REZON-YO KI FE OU PANSE KE YO PA SIPOZE FOSE-OU POU OU SOTTI, OU SIPOZE
REMET GREFFE (SEKRETE) TRIBINAL-LA REZON SA-YO A LEKRI DIRAN TAN KE YO BA-OU-AN, EPI SE POU
OU VOYE YON KOPRI PA LA POS BAY AVOKA DEMANDE - (A) OU BYEN SI DEMANDE-YA PA GIN AVOKA,
VOYE YON KOPRI BAY DEMANDE-YA. OFIS GREFFE TRIBINAL-LA NAN ADRES-SA-A:

205 N DIXIE HWY WEST PALM BEACH, FL 33401

2. REMIT GREFFE (SEKRETE) TRIBINAL-LA, PA BAY PWOPRIETE-A, KOB LWAYE KE OU DWE KOUNYE-A.
FOK OU REMET GREFFE (SEKRETE) TRIBINAL-LA KOB LWAYE-A CHAK FWA KE LI BOUT JISKASKE YO FIN
ASIGNE-OU. GREFFE (SEKRETE)-A AKSEPTI KOB KACHE, CHEK SETIYE, OU BYEN YON MONNI ODE, OU
BYEN YON CHEK KI SOTTI DIKRETRIMAN NAN MIN YON AVOKA.

3. SI OU PA DAKO AVEK MONTAN KOB LWAYE KONPLINT PWOPRIETE-A DI OU DWE-A OU SIPOZE RANPLI
PAPYE NAN OFIS GREFFE (SEKRETE) TRIBINAL-LAN POU OU FE YON DEMAND A LEKRI (MOSYON) POU OU
MANDE JI-LA POU LI DESIDE KONBYEN KO BOU SIPOZE BAY GREFFE (SEKRETE) TRIBINAL-LA. OU SIPOZE
VOYE YON KOPRI MOSYON-OU-LAN PA LA POS BAY AVOKA DEMANDE-(A) OU BYEN SI DEMANDE-YA PA GIN
AVOKA VOYE YON KOPRI BAY DEMANDE-YA.

SOME KE YO KA METE - OU DEO SAN, KE OU PA MINM AL NAN TRIBINAL SI KE OU PAT FE TOUT BAGAY SA-
YO DIRAN (5) JOU LIMIT TAN KE YO BA-OU-A.

SI PAPYE KONPLINT LA GEN KE POU PEYE LAJAN TOUT POU DOMAJ (TANKOU LWAYE OU DWE) REPONN
DEMANN NAN SEPAR. OU DWE EKRI SOU PAPYE REZON KI FE OU PA DWE LAJAN KLE YO MANDE-YA, OU
DWE REMET GREFFE TRIBINAL-LA REZON SA-YO A LEKRI NAN ADRES KI SOU PAPYE-YA (1) ALNE-YA, E OU
DWE BAY OU BYEN VOYE YON KOPRI BAY DEMANDE-YA/AVOKA DEMANDE-YA PA LA POST. OU DWE FE SA
AVAN 20 JOU APRE DAT YO TE BA-WOU PAPYE-YA OU BYEN YO TE BAY YON MOUN KI ABITE NAN MENM
KAY AVEK-OU OU BYEN DAT KE OU TE JWEN PAPYE-YA TACHE NAN POT KAY OU-WA. OBLIGASYON SA-A
SEPAR DE DEMANN POU REPONN AVAN 5 JOU APRE YO TE BA-WOU PAPYE-YO, OU BYEN YON MOUN KI TE
ABITE ANSANM AVEK-OU, OU BYEN YO TACHE NAN POT-OU.

SI OU GIN POBLEM POU SWA PALE OU BYEN KONPRAN ANGLE, MINNIN YON MOUN KI PALE ANGLE AK
LANG OU PALE-A TRE BYEN E KI KA INTERPRETE E TRADUI TOUT DE LANG-YO.

SEE REVERSE SIDE - VEASE AL REVES - VOIR DE L'AUTRE COTE DE

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT NICOLE SAUNDERS, ADA COORDINATOR IN THE ADMINISTRATIVE OFFICE OF THE COURT , PALM BEACH COUNTY COURTHOUSE, 205 NORTH DIXIE HIGHWAY, ROOM 5.2500, WEST PALM BEACH FL 33401; TELEPHONE NUMBER (561) 355-4380 WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS EVICTION SUMMONS; IF YOU ARE HEARING/VOICE IMPAIRED, CALL 1-800-955-8771.

SI OU SE YON MOUN KI INFIM, KI BEZWEN NINPOT AKOMODASYON POU KA PATISIPE NAN PWOSE SA-A, OU GEN DWA, SANL PA KOUTEW ANYIN, POU YO BAW KEK SEVIS. TANPRI KONTAKTE KOODINATE ADA, NICOLE SAUNDERS NAN BIRO ADMINISTRATIF TRIBINAL NAN COTE PALM BEACH, FLORIDA LA, KI NAN 205 NORTH DIXIE HIGHWAY, CHAM 5.2500, WEST PALM BEACH FLORIDA 33401, NIMERO TELEFONN- NAN SE (561) 355-4380, RELE DE (2) JOU DE LE OU RESEVWA LOD POU METE OU DE YO; SI OU BEBE OU BYEN SOUD RELE 1-800-955-8771.

SI UD, ES UNA PERSONA INCAPCITADA QUE NECESITA DE UN SERVICIO ESPECIAL PARA PARTICIPAR EN ESTE PROCESO, UD. TIENE DERECHO A QUE LE PROVEAN CIERTA AYUDA SIN COSTO ALUGNO. POR FAVOR PONGASE EN CONTACTO CON NICOLE SAUNDERS, EL COORDINATR DE LA OFICINA ADMINISTRATIVA DE LA CORTE ADA, SITUADA EN EL 205 NORTH DIXIE HIGHWAY, OFICINA 5.2500, WEST PALM BEACH, FLORIDA 33401, TELEFONE (561) 355-4380, DENTRO DE LOS DOS (2) PROXIMOS DIAS HABILES DESPUES DE RECIBIR ESTA NOTIFICACION DE DESALOJO; SI TIENE INCAPACIDAD DE OIR O HABLAR LLAME AL 1-800-955-8771.

SI VOUS ETES INFIRME, ET EN BESOIN DE NIMPORTE ACCOMMODATION POUR POUVOIR PARTICIPER A CES PROCEDURES, VOUS POUVEZ GRATUITEMENT RECEVOIR, CERTAIN SERVICES. SIL-VOUS-PLAIT CONTACTEZ LE COORDINATEUR DU BUREAU ADMINISTRATIF DU TRIBUNAL DE PALM BEACH, NICOLE SAUNDERS, LE TRIBUNAL SE TROUVE A 205 NORTH DIXIE HIGHWAY, CHAMBRE 5.2500, WEST PALM BEACH FLORIDA 33401, NUMERO DE TELEPHONE (561) 355-4380 DURANT DEUX (2) JOURS SUIVANT LA RECEPTION DE CITATION; SI VOUS ETES MUETS OU SOURDS, APPELZ 1-800-955-8771.

CASE NO.

50 20 CC 007 455 XXXX MB RB

Stonybrook Apartments at Boynton Beach LLC

Plaintiff

vs.

Eliot Bernstein
Shirley Bernstein
And All Others in Possession

Defendants

COPY
COUNTY CIVIL DIVISION
JUN 13 2005
SHARON R. BOCK
CLERK & COMPTROLLER

COMPLAINT FOR EVICTION OF RESIDENTIAL TENANTS

Plaintiff sues defendants and alleges:

1. This is an action to remove tenants from possession of residential real property located in Palm Beach County, Florida.
2. Plaintiff is authorized for business in this county.
3. Plaintiff is the Landlord within the meaning of Section 83.43 (3) Florida Statutes, being the owner and/or lessor of the subject real property described as 10158 Stonehenge Circle, Apt 801, Boynton Beach, FL 33437 ("dwelling unit").
4. Defendants reside in this county.
5. Defendants took possession of the dwelling unit under a written Florida Apartment Lease ("lease") commencing January 1, 2003 and ending on July 31, 2003. A copy of that lease is attached hereto and incorporated herein as Plaintiff's Exhibit "A".
6. Defendants' tenancy renewed on a month to month basis following the expiration of their lease on July 31, 2003. Paragraph 3 of the lease states in relevant part:

RENEWAL: This lease will continue as a month-to-month lease after the initial term unless or until either you or we give the other at least thirty (30) days written notice of termination. This month-to-month lease shall be continued upon the same terms and provisions hereof....Resident is required to give at least 30 days written notice of termination. Landlord may exercise the same right upon discretion.

7. On April 29, 2005, Plaintiff served Defendants Notice of Termination of Month to Month Tenancy effective May 31, 2005, thus providing Defendants not less than 30 days notice of such termination. A copy of

that Notice is attached hereto and incorporated herein as Plaintiff's Exhibit "B".

8. Notwithstanding Plaintiff's Notice of Non-Renewal of Lease Agreement, Defendants retain possession of the dwelling unit without the Plaintiff's permission or authorization.

9. The contractual amount of rent due on the dwelling unit is \$1,550.00 per month, or \$51.66 per day.

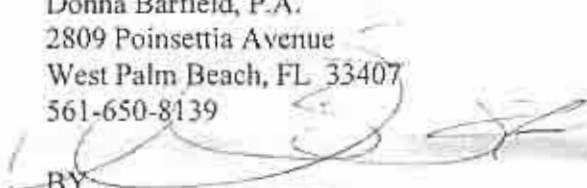
10. Pursuant to Section 83.58 Florida Statutes, "Remedies; tenant holding over", Plaintiff is entitled to possession, and to double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession following termination of the lease. Therefore, Defendants are liable to Plaintiff for rent at the rate of \$103.32 for each day beginning June 1, 2005 that Defendants remain in possession.

11. Pursuant to Section 83.56(5) Florida Statutes, if Defendants fail to comply with the requirements of Section 83.60(2) Florida Statutes by depositing rent as it accrues during the pendency of this action into the registry of the court, then Plaintiff is entitled to an immediate Default Final Judgment for Possession without hearing.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT FOR POSSESSION of the premises against the Defendants, for double the amount of rent due on the dwelling unit while Defendants remain in possession, for costs and legal fees pursuant to §83.48 and §83.625 Florida Statutes, and for other just relief.

Respectfully submitted this 8th day of June, 2005.

Donna Barfield, P.A.
2809 Poinsettia Avenue
West Palm Beach, FL 33407
561-650-8139

BY: 

Donna S. Barfield, Esq.
Florida Bar No. 458333

NOTICE OF DEBT

You are indebted to Stonybrook Apartments at Boynton Beach LLC for the amount of \$103.32 for each day that you remain in possession of the unit following the termination of your month-to-month tenancy on May 31, 2005. Unless, within 30 days of receiving this notice, you dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector. If you notify the debt collector in writing within the 30-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by the debt collector. Although you have 30 days to dispute the debt, that period does not delay initiation of legal action against you. Upon your written request within the 30-day period, the debt collector will provide you with the name and address of the original creditor, if different from the current creditor.

BARFIELD, P.A.
ATTORNEYS & COUNSELLORS AT LAW

2809 Poinsettia Avenue
West Palm Beach, FL 33407
Voice: (561) 650-8139
Fax: (561) 650-8146
www.barfieldpa.com

April 29, 2005

Eliot Bernstein
Shirley Bernstein
And All Others in Possession
10158 Stonehenge Circle, Apt 801
Boynton Beach, FL 33437

Dear Residents:

RE: NOTICE OF TERMINATION OF MONTH TO MONTH TENANCY

This Firm represents the legal interests of JMG Realty, Inc. as managing agents for your Landlord, Stonybrook Apartments at Boynton Beach LLC, dba Stonybrook Apartments (Stonybrook). You are in possession of an apartment unit located at 10158 Stonehenge Circle, Apt 801, Boynton Beach, FL 33437, as month-to-month tenants. Your month-to-month tenancy began August 1, 2003, upon the expiration of the initial term of your lease agreement, to wit: July 31, 2003.

This Notice constitutes written notification, pursuant to your Lease, that your landlord has elected to terminate your month-to-month tenancy, effective May 31, 2005, thus providing you with not less than 30 days notice of such termination. Paragraph 3 of your Lease states in relevant part:

RENEWAL: This lease will continue as a month-to-month lease after the initial term unless or until either you or we give the other at least thirty (30) days written notice of termination. This month-to-month lease shall be continued upon the same terms and provisions hereof....Resident is required to give at least 30 days written notice of termination. Landlord may exercise the same right upon discretion.

Under general principles of contract, neither the landlord nor the tenant is required to explain to the other their reasons for terminating a month-to-month tenancy. However, Stonybrook has requested that we attempt to respond to your voluminous correspondence, which has consumed so much of their time and ours.

On January 21, 2005 you first reported that your air conditioning unit was not functioning to your satisfaction. According to a written work order of the same date, our client immediately dispatched a state-licensed air conditioning technician to your unit to service the air conditioner. Service calls were repeated at your request on January 22nd, January 31st, February 3rd, March 11th and April 20th, but only routine maintenance was deemed necessary.

On March 23, 2005, you wrote to Stonybrook seeking compensation for, among other things, allegedly excessive utility bills, retroactive to April 2003. Your letter alleges various defects in the unit.

Some of these allegations were new, such as faulty electrical outlets and a damaged computer server. Other allegations had already been proven, upon inspection by a qualified technician, to be untrue (e.g. mildew growing from air conditioning vents).

Your letter goes on to demand compensation for damages alleged to have been sustained as the result of conditions in the apartment, and for the cost of moving expenses. In response, and at their own expense, our client obtained evaluations from outside specialists

The air conditioning specialists reported that the a/c unit was in good repair, except that the evaporator coils were bent, possibly from improper attempts to clean them. On April 20, 2005, the on-staff a/c technician was dispatched to your unit to replace the coils. However, the technician reported that he was unable to complete the job because of your own hostile obstruction of his efforts. Your refusal to allow access for necessary repairs is a material violation of Section 83.53 Florida Statutes.

Moreover, the independent reports cited above indicate your own negligence in maintaining the air-conditioner, and in providing proper climate control. You therefore stand in violation of paragraphs 13 and 23 of your lease, and §§83.52(5) and (6) Fla. Stat. Specifically, Proficient Air Conditioning & Refrigeration noted that the filter inside the unit was dirty, suggesting that you had neglected to change the filter every 30 days. Filters are provided free of charge at the leasing office, and Management notes that, to their knowledge, you have never come to the office to pick up a fresh filter.

Further, an independent inspection for alleged mold conducted at our client's expense on April 5, 2005 confirms the findings of the air-conditioner specialists, and provides additional evidence of your failure to maintain proper climate control in the apartment. That report clearly states that the air conditioner is in good working order, apart from damage to the coils – damage which you have prevented your landlord from correcting.

The report notes that the a/c ducts are “clear”. Sweating was noted at the a/c registers, along with two isolated incidents of fungal spotting in the apartment. However, the report concludes that these issues are likely the direct result of humidity in the apartment caused by your own acts and omissions. The inspector noted that when he arrived, your thermostat was set to 78⁰F, and that the sliding glass door and window in the middle bedroom were open. He also noted a “large number of individuals present” who created a high degree of movement in and out of the apartment. According to the report, it is the foregoing factors which account for the high level of humidity in your apartment.

Be advised, therefore, that your claim for damages is denied. Not only have professional inspections contradicted your assertions about defects in the unit, but by having continued to accept performance from your landlord you have waived your right to any a claim against them, pursuant to §83.56(5) Fla. Stat.

Notwithstanding that the facts as you report them are in dispute, are contradicted by the professional inspections conducted in your unit, and are otherwise unsupported by the available evidence, the landlord has agreed to accept the sum of your voluminous correspondence as adequate notice to terminate your tenancy pursuant to Section 83.56(1) Florida Statutes.

That above referenced Statutes provides the exclusive remedy for tenants when a landlord is unable to remedy defects in the unit after employing reasonable efforts, namely, to serve the landlord with 7 days written notice, and then to terminate the tenancy. Your tenancy is thus deemed terminated,

and you must vacate the unit as contemplated by §83.53(1) Fla. Stat., after which you will be relieved of any further obligation with regard to your tenancy.

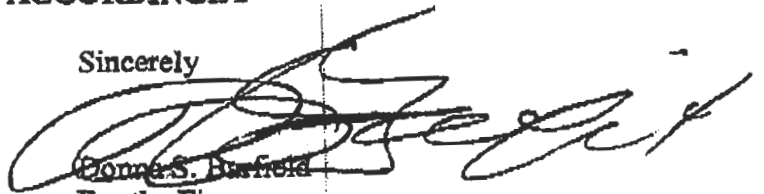
You are being provided 30 days notice by your landlord so as to mitigate any inconvenience arising from the termination of your tenancy. However, §83.53(1) Fla. Stat. provides tenants the option to vacate after the expiration of a 7 day written notice. Therefore, you may vacate the dwelling unit at your convenience on or before May 31, 2005.

Finally, while Management is pleased to continue to assist you directly on matters relating to genuine work order requests, or payment of rent, the sheer volume of your correspondence has become over burdensome to both our client and to ourselves. Since your landlord has afforded you the benefit of every available remedy, it would be unproductive for you to continue to generate prolific levels of correspondence, and its continuance will be considered actionable.

To avoid further liability you must return in your keys, remove your personal property, and surrender possession of the apartment not later than May 31, 2005. You are required to maintain regular monthly rental payments throughout the remainder of your tenancy. Additionally, should you fail to vacate the dwelling unit on or before May 31, 2005, you will be deemed to be holdover tenants, and become subject to paying double the former monthly rent pursuant to Section 83.58 Fla. Stat., and will be deemed to assume all the risk otherwise associated with your continued occupancy.

PLEASE GOVERN YOURSELVES ACCORDINGLY

Sincerely


Donna S. Barfield
For the Firm

CERTIFICATION OF SERVICE

I HEREBY CERTIFY:

- This notice was delivered personally
- The resident(s) was/were absent from the residence and this notice was posted at the above referenced address.

BY: Melinda Yarn
Authorized Agent for Landlord

DATE: 4-29-05



FLORIDA APARTMENT LEASE



Apartment Address 10158 Stonehenge Cir # 801 Boynton Beach, FL 33437		Lease Date December 29, 2002	Lease Term Beginning: January 1, 2003 Ending: July 31, 2003
Monthly Total 460 + 70 = 530. \$4,460.00	Prorated Rent (if any) \$ 0.00	Security Deposit \$ 1,000.00	Pet Fee \$ 250.00
Prepared by: Lauren K. Poulos			

RESIDENT NAMES:

Shirley Bernstein
Eliot Bernstein
Candice Bernstein

Names and ages of children:

Joshua Bernstein
Jacob Bernstein
Daniel Bernstein

Additional Agreements (if any):
See attached addenda.

This is a lease between the above named Resident(s) and the below named Landlord for the apartment dwelling described above. It is the entire agreement between Resident(s) and Landlord and may be modified only in writing. As used in this lease, "you" means the resident (tenant) or residents whose names appear above. If there is more than one resident, you are jointly and severally liable for any payments due to us. "We," "our," or "us" mean the Landlord. "Premises" means the entire apartment community. **UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL, OF ITS PROVISIONS.** It was executed by the Resident(s) and the Landlord on the above "Lease Date."

RESIDENT SIGNATURE(S):

[Handwritten signatures]

JMG Realty, Inc. Agent for Stonybrook Apartments at Boynton Beach, LLC D/B Stonybrook Apartment Homes

10206 Stonehenge Circle
Boynton Beach, FL 33437
(property address)
By: *[Signature]*
(Signature, Agent for Owner)

SECURITY DEPOSIT:

A. Your security deposit will be held as indicated below:

Deposited in a separate interest bearing non-interest bearing account with:
City National Bank, Boca Raton, FL

You will receive 75% of any interest paid on your deposit but not more than 5% per year.

Comingled with our other funds, and we have posted a surety bond with the court clerk of the county. You will receive interest on your deposit at a rate of 5% per year.

B. Before you may occupy the apartment, you must pay us the full security deposit indicated above. Your security deposit may not be applied by you as rent, but is a good faith deposit for your faithful fulfillment of each condition in this lease and as a contingency against any physical damage to the apartment or premises caused by you or your invitees. If you do not fulfill the original term or renewals of this lease, you agree to forfeit your security deposit as a liquidated damage for our re-rental expenses even if we are able to immediately re-rent the apartment for the same or more rent, and even if there are no other damages. In addition, you must pay for any physical damage and all rent due (see paragraph 7).

C. The following is Florida Statute 83.49(3) which we are required to provide to you:

FS 83.49(3)(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 you receive this notice, or I will be authorized to deduct my claim from your security deposit." Your objection must be sent to: 10206 Stonehenge Circle, Boynton Beach, FL 33437. 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.

(b) Unless the Tenant shall object to the imposition of the Landlord's claim, or the amount thereof, within fifteen (15) days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his claim and remit the balance of the deposit to the Tenant.

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

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute 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 subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of Florida Statutes."

2. **RENT:** You agree to pay the monthly rent at the Landlord's address on or before the 1st day of each month. Time is of the essence. Rent payments must be made by one check or money order even if there is more than one resident. Payments may not be made in cash. If the rent is paid after the 3rd day of the month, a late charge of \$75.00 will be due as additional rent. However, we reserve the right to refuse payment after expiration of our demand for rent or possession as provided for in Florida Statutes. All late payments must be made by cashier's check or money order. If your check is dishonored by your bank, you must pay us a service charge of \$30.00 plus any other charges and penalties provided by Florida law and plus any accrued late charge. If two of your checks are dishonored, you must pay future rent by cashier's check or money order. We are not required to redeposit a dishonored check. If the beginning term commences on a day other than the first day of a month, a full month's rent must be paid before you occupy the apartment and the prorated rent for the fractional portion of the first month must be paid on the first day of the second month of this lease. You must pay to us any sales or other taxes which are due on your rental payments. Any monies that you owe to us are deemed rent under this lease. All payments will first be applied to the oldest outstanding balance, if any.

[Handwritten initials: SIB, CB, LP]

[Handwritten letter: A]

3. **RENEWAL:** This lease will continue as a month-to-month lease after the initial term unless or until either you or we give the other at least thirty (30) days written notice of termination. This month-to-month lease shall be continued upon the same terms and provisions hereof except that the rent payment shall be increased \$100.00 above the current market rent. Termination must be the last day of a calendar month. Rent may be increased after the initial term upon not less than thirty (30) days notice. Resident may continue on a month-to-month lease for no longer than a 90 day term. Resident is required to give at least 30 days written notice of termination. Landlord may exercise the same right upon expiration.
4. **UTILITIES:** You must obtain electric, gas, water, and sewer for your apartment, if separately metered. Unless otherwise stated, we supply water and sewer for normal usage. We are not liable for interruption or malfunction in service of any utility due to any cause. If the interruption is our fault, your rent may be abated if service is not restored within a reasonable time. You may not occupy your apartment without electric, gas, water, and sewer services.
5. **OCCUPANCY:** Only those persons whose names appear on this lease may occupy the apartment without our prior written consent except guests for not more than seven days. The apartment may be used solely for private housing. You may not assign this lease or sublet any portion of your apartment. If you will be absent for more than fourteen days, you must notify us in writing.
6. **PETS:** No pets may be kept in the apartment or on the premises without our written consent.
7. **DEFAULT AND REMEDIES:** If you default in complying with this lease or the law, we have the right to retake possession as provided by Florida law. Rent is accelerated upon default. Under no circumstances can our acceptance of your keys, or re-entry or any other action be considered as a termination of the lease or retaking for our own account. If you or your invitee engages in criminal activity on the premises, such action will be a default for which your lease may be immediately terminated. In addition to any of the foregoing, you and we have any other rights and remedies provided by law. The prevailing party in any dispute arising out of this lease will be entitled to recover reasonable attorney's fees and litigation costs.
8. **TERMINATION:** Either you or we can terminate this agreement as of the last day of a calendar month at the end of the initial term by giving the other party not less than sixty (60) days written notice. You are responsible for all financial obligations including, but not limited to, rent payments during the sixty (60) day notice period. If any of your property is left in the apartment or on the premises after you vacate or abandon the apartment, we may remove or dispose of that property and you waive any claims for damages as a result of our disposal of it. If you fail to deliver all keys and vacate on or before your lease termination, you must pay double rent until you do so.
9. **EARLY TERMINATION:** You may terminate this lease by fulfilling all of the following requirements:
- Resident is financially responsible for giving a 60 day written notice.
 - After completing 7 months of the initial lease term, resident would pay an early termination fee equal to one months rent.
 - If resident terminates this lease prior to completing 7 months of the initial lease term, they are required to pay a termination fee equal to two months rent.
 - Resident would be responsible for reimbursing landlord for any move-in concession utilized during the lease term.
- Termination must be at the last day of the calendar month and all the above fees must be paid for prior to resident vacating the apartment.
10. **RESIDENT PERSONAL PROPERTY:** The residents whose signatures are affixed to this lease have rented an apartment from the aforementioned apartment community. Pursuant to Section 83.67(3) of Florida Statutes, upon surrender or abandonment of the apartment by the residents, the landlord shall not be liable or responsible for storage or disposition of the resident's personal property.
11. **NOTICES:** Any notices from us to you will be deemed delivered when mailed to you at our apartment by first class mail; or personally handed to you or anyone in your apartment; or left at your apartment in your absence. Any notice from you to us will be deemed delivered when received at our office, certified mail, return receipt requested or personally delivered to our office staff during normal business hours.
12. **RIGHT TO ENTER:** You consent to our entering your apartment during reasonable hours for any inspections, maintenance and repairs, and pest control procedures which we deem necessary in our sole discretion; and for delivering notices and for other purposes as provided by law.
13. **REPAIR AND MAINTENANCE:** You acknowledge that you have inspected the apartment and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You are responsible for the removal of trash and garbage from your apartment to the appropriate collection point and for maintaining your apartment in a clean and sanitary condition. Damage to locks or keys lost or damaged by you will be repaired and/or replaced by us at your expense. We will maintain air conditioning and heating equipment, plumbing fixtures and facilities, electrical systems, and appliances provided by us. Any damage to your apartment or the premises, except for normal wear, caused by you or your invitees will be corrected, repaired, or replaced at your expense. You must immediately notify us in writing of any needed maintenance or repair. You must inspect your fire alarm at least once a month to determine if it is working properly and notify us of any deficiency.
14. **ALTERATIONS:** You may not make alterations or additions, nor install or maintain in the apartment or any part of the premises, any fixtures, large appliances, devices, or signs without our written consent. You may not install any ceiling fixture or penetrate the ceiling. Any alterations, additions, or fixtures which are made or installed will remain a part of the apartment, unless we specifically agree otherwise.
15. **LIABILITY:** We will not be liable for any damage, loss, or injury to persons or property occurring within your apartment or upon the premises, whether caused by us or someone else. You are responsible for obtaining your own casualty and liability insurance, and, with respect to your family or invitees, agree to save and hold us harmless and indemnify us from any liability. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.
16. **SECURITY:** We do not provide and have no duty to provide security services for your protection or the protection of your property. You must look solely to the public police for such protection. We will not be liable for failure to provide security services to protect you, your family, or others, or your property from the criminal or wrongful acts of our employees, agents, or others. If, from time to time, we provide any security services, these services are only for the protection of our property and will not constitute a waiver of, or in any manner modify, this disclaimer.
17. **FIRE AND CASUALTY:** If your apartment becomes unoccupiable because of fire or other casualty or unforeseen event, we may, at our option, terminate this lease or repair the apartment within thirty (30) days. If we elect not to repair the apartment, this lease will immediately terminate. If we do elect to repair the apartment, and if the damage is not due to your, your family's, or invitee's negligence, the rent will abate during the time you cannot occupy the apartment. Nothing may be used or kept in or about your apartment which would in any way affect the terms and conditions of our fire and extended coverage insurance policy, be a violation of law, or otherwise be a hazard.
18. **WAIVERS:** Our acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights nor an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our right to other remedies. Your rights under this lease are subordinated to any present or future mortgages on the premises. We may assign our interest in this lease.
19. **POSSESSION:** If the apartment is not ready for your occupancy on the beginning date of this lease due to causes beyond our control, the beginning date may be extended up to 30 days or the lease may be voided at our option. We shall not be liable for any of your expenses caused by such delay or termination.
20. **APPLICATION:** If any information given by you in your application is false, we may, at our option, terminate this lease. You will notify us promptly in writing of any change in the information provided to us in your application.
21. **RADON GAS:** We are required by Florida Statute 404.056 (8) to give the following notification to you, "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 public health unit."
22. **POLICIES:** In addition to the policies below, you must observe any other reasonable policies which may be given to you now or are later implemented by us.
- Except for automobiles, no vehicles (including motorcycles, trucks, boats or boat trailers, campers, travel trailers and motorhomes) may be parked on the premises without our prior written consent. All vehicles must be currently licensed and in good operating condition and must be parked only within spaces provided for parking. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single designated parking space, or in entrances or exits. Any violations of the foregoing rules will subject the vehicle to being towed without notice at the owner's expense. We are not liable for any damage arising as a result of towing. You acknowledge that it is your responsibility to advise your guests and invitees of the proper manner for the parking of their vehicles and you further agree to determine in each case that they have complied therewith. You agree to indemnify and hold us harmless for any claims by your guests or invitees for the towing of their vehicles for violation of these rules; you agree to pay for said towing and other charges related thereto as additional rent to be paid immediately. We may impose additional parking regulations including limiting the number of vehicles which you or your guests may park on the premises, requiring the use of parking decals on vehicles, and/or assigning parking spaces. No more than one vehicle is allowed for each adult resident without our written consent.
 - No vehicle maintenance or repairs or similar activities may be performed on the premises.
 - Solicitation by you or others is not allowed on the premises.
 - No awnings or other projections, including air conditioners, or wiring may be attached to or extended from the outside of any apartment or building except by us, or as provided for in this lease agreement.
 - Locks may not be altered nor may new locks, knockers, or other door or window attachments be installed without our prior written consent.
 - No noise, music or other sounds, or conduct or attire (or lack of) is permitted at any time in such manner as to disturb or annoy other persons. Certain attire may be prohibited such as "T-back" swim suits.
 - No spikes, adhesives, screws, hooks or nails, or the like may be driven into or applied to the walls, ceilings, floors, doors, or other surfaces without our prior written consent except that small nails may be used for hanging wall decorations. You are responsible for the cost of repairing any holes.

- (h) No water-filled furniture is permitted except waterbeds. Waterbeds are not permitted unless we are first protected as a loss payee on an insurance policy approved by us.
- (i) Any draperies or other window covering must be white or lined in white so that only white may be seen from outside your apartment.
- (j) No signs or other objects which we deem to be unsightly may be displayed in your windows or elsewhere on the premises.
- (k) Water may not be wasted. Water hoses may be used only with automatic shut-off nozzles. Washing of vehicles may be restricted to designated areas and times. Outside water use may be prohibited.
- (l) Patios, balconies, hallways, and entrances may not be used to store belongings. Only appropriate potted plants and outdoor furniture are permitted on patios and balconies. Hanging of clothes, garments, towels, or rugs over the railing of balcony patios will not be permitted.
- (m) If your apartment has a balcony, terrace or patio that is totally within the premises being leased will have the right to install a satellite dish (no larger than one meter in diameter) or stick-type antenna without the express prior approval of the apartment owner or manager under the following conditions.
 - (1) Residents may not install a satellite dish/antenna on any other part of the property other than the patio, balcony or terrace as described above. The installation of the dish/antenna cannot cause damage to the patio, balcony or terrace beyond normal wear and tear of the structure.
 - (2) Residents may not install a dish/antenna on an outside windowsill, roof or common area balcony or stairway.
 - (3) The resident is liable for the safety of the satellite dish/antenna and will be required to provide owner/manager with legal document indemnifying the owner/manager of any legal responsibility as a result of the dish/antenna.
 - (4) Resident must obtain and keep adequate liability insurance in force related to the dish/antenna.
 - (5) Resident may not drill any holes in the outside wall, roof, balcony, railing, glass or other structure of the apartment building.
 - (6) The dish/antenna must not be installed precariously and the dish/antenna can not extend beyond the balcony, patio or terrace railing.

23. MOLD & MILDEW: Resident acknowledges that the apartment unit is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide ventilation and dehumidification of the apartment to retard or prevent the growth of mold and mildew. Resident agrees to be responsible for properly ventilating and dehumidifying the apartment and the contents to retard and prevent mold and mildew and that Management shall not be responsible for damages caused by mold and mildew.

24. DELIVERED PACKAGES: Resident agrees and understands that packages accepted for the resident by the Management or its representatives will not be kept in an area locked or secured in any way, and that the resident may not hold the aforementioned apartments or the managing agent responsible for packages if they are lost or damaged. Furthermore, the resident understands that packages left over (14) fourteen days will be returned to the sender. Resident understands that the property management and its representatives are not responsible for contacting the resident regarding any packages delivered to the office. It is the responsibility of the deliverer to notify the resident of the delivery.

25. DRUG FREE HOUSING: In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:

- (a) Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance (as defined in section 102 of the Controlled Substances act (21 U.S.C. 802).
- (b) Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.
- (c) Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- (d) Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drugs paraphernalia at any location, whether on, near or within sight of the premises or otherwise.
- (e) Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on, near or within sight of the premises.
- (f) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION but shall be a preponderance of the evidence.

(g) In case of conflict between the provisions of this section and any other provisions of the Rental Agreement, the provisions of this section shall govern.

26. GRILLING POLICY: The storage and use of outdoor grills is mandated by county, and/or state law. You therefore, must obtain written approval from management before using or storing any charcoal or gas grill on the premises.

SB CB [Signature]

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ADDENDUM TO APARTMENT LEASE OCCUPANT ONLY STATUS AGREEMENT

This Addendum is made to the Apartment Lease among JMG Realty Inc.(Landlord) and

Shirley Bernstein

(Residents).

Landlord and Residents acknowledge that Occupant

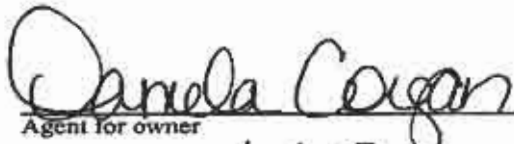
Ellot Bernstein, Candice Bernstein

does not meet Landlord's credit criteria to rent an apartment and that this lease is being entered into by Landlord based solely on the creditworthiness of the above listed Resident(s). Therefore, Landlord and Residents agree that in the event that any of the above Resident(s) vacate the apartment while this lease is still in effect, Occupant and Resident shall be in default under the terms of this lease and Landlord MAY after such occurrence, terminate this Lease at any time by giving Resident and Occupant written notice of termination delivered to the apartment.

Resident and Occupant Signatures



Date 1/30/03


Agent for owner
Date 1-1-03



MOLD AND MILDEW ADDENDUM

This Mold and Mildew Addendum (the "Addendum") dated December 29, 2002 is attached to and made part of the lease dated January 1, 2003 (the "Lease") by and between JMG Realty, Inc. as agent for owner of the apartments ("Lessor"), and Shirley Bernstein, Elliot Bernstein, Candice ("Resident") for unit number H-801 (the "Unit") in Stonybrook Apartment Homes (the "Apartments").

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls, floors, ceilings and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit. Resident also agrees to immediately report in writing to the management office (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area; (ii) any evidence of mold-or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

Resident acknowledges receipt of Tips For Preventing Mold and Mildew.

Resident Signature(s):

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
1/30/03
Date

[Handwritten Signature: Daniela Cogan]
Agent for Owner
1-1-03
Date



SECURITY DISCLOSURE STATEMENT
RELEASE AND HOLD HARMLESS AGREEMENT

ADDENDUM TO LEASE AGREEMENT

Date: December 29, 2002 Apartment: H-801 Property: Stonybrook Apartment Homes
Resident(s): Shirley Bernstein Candice Bernstein
Elliot Bernstein

THIS AGREEMENT SETS FORTH CERTAIN UNDERSTANDINGS BETWEEN YOU, JMG REALTY, INC., AND THE OWNER OF THE PROPERTY RELATING TO YOUR RESPONSIBILITIES FOR THE SECURITY OF YOURSELF AND YOUR RESIDENCE DURING THE TERM OF YOUR LEASE. PLEASE READ IT CAREFULLY.

1. SECURITY DISCLOSURES

a. Neither JMG Realty, Inc. ("JMG"), the Owner of the Property (the "Owner"), nor any employee of either entity provides any type of security service, patrol personnel, patrol service, security device such as intrusion alarm or controlled access gates, which will guarantee your personal security or safety, the security or safety of your family, or guests, or the security of personal property in the possession of or owned by any of those persons.

b. Notwithstanding the foregoing, if the community in which you reside is equipped with any security device, such as intrusion alarm or access gate systems, there is no representation or warranty as to the reliability or effectiveness of such equipment as a deterrent for or the prevention of any incident related to your personal security or safety, to the personal security or safety of your family or guests, or the security of personal property in the possession of or owned by any of those persons.

c. Furthermore, and even if such a security device or any type of security service, patrol service or patrol personnel are used within the community at the time the Resident enters this Lease, the Resident agrees and acknowledges that NEITHER JMG NOR THE OWNER HAVE ANY OBLIGATION TO CONTINUE TO USE SUCH DEVICE OR PATROL PERSONNEL OR SERVICE AND FURTHER AGREES AND ACKNOWLEDGES THAT JMG AND THE OWNER WILL NOT BE LIABLE TO THE RESIDENT FOR CEASING TO USE SUCH SECURITY DEVICE OR PATROL PERSONNEL OR SERVICE ON THE PROPERTY.

d. In the event any security device, such as an intrusion alarm or access gate system is present in your apartment or is located on the Property in need of repair or maintenance, you agree to notify the community management office in writing immediately. Because neither JMG nor the Owner nor any employee of either entity may have the expertise or equipment necessary to repair such device, outside contractors and service representatives may be required for such repairs. Delays in the repair of this equipment may therefore be encountered. You agree that the agreement and acknowledgment contained in paragraph 1.f. below shall continue to be effective notwithstanding the delay in the repair of such security devices.

e. Resident understands that any protective steps that JMG or the Owner have taken are neither a guarantee nor warranty that there will be no criminal acts or that Resident will be free from the violent tendencies of third persons. The Resident expressly acknowledges that JMG and the Owner have not made any representations or agreements, promises or warranties to the Resident regarding any such acts of third persons in the community.

f. RESIDENT HEREBY AGREES AND ACKNOWLEDGES THAT THE PERSONAL SAFETY AND SECURITY OF THE RESIDENT, HIS FAMILY AND GUESTS, ARE NOT THE RESPONSIBILITY OF JMG REALTY, INC. OR THE OWNER, BUT ARE THE RESPONSIBILITY OF THOSE PERSONS.

g. With respect to smoke detectors or electronic alarm systems that are located in Resident's apartment, Resident shall pay for and replace smoke detector batteries and shall pay for monthly monitoring service on any electronic alarm system. Resident, occupants and those present with Resident's consent shall not disable, disconnect or remove batteries from smoke detectors.

h. Resident may install additional security devices with the prior written approval of Owner in which event Owner shall be given the keys, codes or operating device immediately upon installation. Any and all security devices installed by Resident must comply with all applicable federal, state, municipal and other governmental law, code, regulation and/or statute.

i. It is the Resident's responsibility to obtain insurance to protect Resident against any losses to the personal property of Resident, his family and guests, and to otherwise take reasonable steps to protect the safety of the Resident, his family and guests, and their property. For this reason, Owner strongly recommends that the Resident secure insurance to protect Resident against such losses. Owner and its representatives are not insurers.

2. RELEASE AND HOLD HARMLESS AGREEMENT

a. Resident hereby releases Owner, JMG, and their respective agents, officers, directors, owners, partners, employees, and legal representatives (the "Released Parties") from any claim whatsoever with respect to any personal injury, property damage, or death from any cause, including criminal acts of third persons, which is not the result of such party's gross negligence.

b. Resident further agrees to indemnify and hold the Released Parties harmless from any liability, including attorneys' fees and costs (including those incurred on appeal or in bankruptcy) due to the death, loss or damage to the person or property of the Resident, occupants, guests, invitees or others present in the Resident's apartment or at the Property with Resident's consent from any cause whatsoever other than the Owner's gross negligence or that of its representatives acting in the course and scope of their employment and from all liabilities arising as a result of the acts of the Resident, occupants or others present with Resident's consent.

c. The Resident further agrees to indemnify and hold the Released Parties harmless from and against any liability, including attorneys' fees and costs, due to the death, loss or damage to the person or property of Resident, occupants, guests, invitees or others present in the apartment or at the Property with Resident's consent arising from the installation, use or malfunction of any security device installed by the Resident or caused to be installed by the Resident.

d. If Owner's representatives are requested by Resident to render services not contemplated by their employment contract, such as moving vehicles or furniture, cleaning or delivering or accepting deliveries, such representative shall be deemed the agent of Resident regardless of whether payment is arranged for such service. Resident agrees to and does hereby release, indemnify and hold harmless the Released Parties from any liability regarding the same.

3. NOTICE AND ACKNOWLEDGMENT. RESIDENT UNDERSTANDS AND ACKNOWLEDGES THAT IN THE EVENT OF CRIMINAL ACTIVITY THE RESIDENT WILL FIRST CONTACT THE POLICE DEPARTMENT PRIOR TO CONTACTING THE OWNER OR ITS REPRESENTATIVES.

Resident(s):

1/30/03
Date

Agent for Owner

1-1-03
Date



THIS ADDENDUM IS HEREBY MADE PART OF THAT CERTAIN LEASE AGREEMENT DATED January 1, 2003

EXECUTED BY Shirley Bernstein ("Resident") FOR APARTMENT #
Eliot Bernstein

RULES AND REGULATIONS

The following Rules and Regulations have been established by Management and are considered an addendum to your Lease Agreement. Failure to comply with said Rules and Regulations may, at the discretion of Management, be grounds for termination of the Lease Agreement.

1. **RENTAL PAYMENT:** Rent is due on the first day of each month, and late on the second. Rent received after 9:00 am on the 4th will be assessed a late fee as specified in the Lease Agreement. Payments which do not include the late fee as required will not be accepted. All late rent and charges must be paid by cashier's check, certified check or money order. After you tender two (2) NSF checks, personal checks will no longer be accepted and all monies due must be paid by cashier's check, certified check or money order. Please mail or deliver your rental payment to the business office.
2. **MAINTENANCE REQUESTS:** Maintenance requests should be made by phone or in writing to the Business Office. Maintenance hours are 8:30 am - 4:30 pm. In case of an emergency, call the office and you will be given an emergency number to call. Emergencies include fire, flood, electrical shortage and sewer back-ups. Your maintenance request cannot be fulfilled if pets are left unattended. It is not our policy to make appointments for maintenance work.
3. **ENTRANCES, HALLWAYS, WALKS AND LAWNS:** Entrances, hallways, walks, lawns and other public areas should not be obstructed or used for any purpose other than entering and exiting.
4. **SPEED LIMIT:** The maximum speed limit throughout the Apartment Community is 15 m.p.h. Please drive carefully and watch out for children.
5. **PEST CONTROL:** Apartment units are sprayed on a regular basis. If you have a special problem with pests, notify the office and the exterminator will pay special attention on his or her next visit. You are asked to assist our pest control by maintaining a high standard of good housekeeping. If it becomes necessary to spray for fleas, you must pay an additional charge.
6. **GROUPS UPKEEP:** The Apartment Community maintains a high degree of grounds maintenance. Management requests that you help in maintaining our high standards.
7. **DUMPSTERS/COMPACTORS:** Please insure that your trash is placed in plastic bags and securely tied before placing it in the dumpster or compactor, not beside it. You must break down boxes before placing them in dumpsters, and no furniture may be placed outside of dumpsters.
8. **GUESTS:** You are responsible and liable for the conduct of your family, invitees, licensees and guests. Acts of these persons in violation of the Lease Agreement, or one of these or future rules and regulations, may be deemed by Management to be a breach by you which may result in termination of the Lease Agreement. You must accompany your guests at all times in all amenity areas including, but not limited to, the Fitness Center, the Pool, Sports Court, Business Center, Car Wash Areas, Laundry Room, or other recreational or service facilities.
9. **POOL:** Pool Regulations are posted at pool area. Children under age 12 must be accompanied by an adult. Older children may use the pool without supervision as long as they have written parental and management permission and behave in a responsible manner. Any violation may result in the loss of pool privileges.
10. **MOTORCYCLES, MINI BIKES, ETC.:** All state regulations that apply on the street will apply in the Apartment Community. All vehicles, including motorcycles and mini-bikes, must be properly licensed, and all operators must be licensed as well. No one under age is allowed to operate a motor vehicle of any type on the grounds of the Apartment Community at any time. All motorcycles and mini-bikes must be parked in the parking lot, and may not be placed in the Apartment. Motorcycles, mini-bikes, etc. are allowed subject to Management's prior written approval.
11. **PLUMBING:** A charge will be made for unclogging plumbing equipment, in cases where malfunctions are caused by the introduction of improper objects therein, such as toys, cloth objects, grease and other foreign matter. The cost of repair or replacement of other equipment or furnishings of the Owner will be borne by you.
12. **LOCK OUTS:** If you find it necessary to have authorized personnel unlock the Apartment after office hours you will be charged a fee of \$50.00 payable at time of entry. If this service is not available at the Apartment Community it will be necessary to call a locksmith and you will be responsible for locksmith fees.
13. **TELEPHONE HOOK-UPS:** Telephones may only be placed at previously wired locations provided by the telephone company. Additional drilling, cutting, or boring for wires is not permitted without written permission from Management and will be at your expense.
14. **STORAGE:** No goods or materials of any kind or description which are combustible or would increase fire risk shall be placed in storage areas. Storage in such areas shall be at your risk and Management shall not be responsible for any loss or damages. Heating/air conditioning or water heater closets are not to be used for storage purposes.
15. **RECREATION:** You agree to abide by rules and regulations established for use of recreational and service facilities provided by Management.
16. **DISTURBING NOISES:** Your family, invitees, licensees and guests shall have due regard for the comfort and enjoyment of all other residents in the Apartment Community. Your Apartment is your home, free from interruption by Management, unless you or your guests disturb other residents of the Apartment Community. Televisions, stereo units, radios and musical instruments are not to be played at such a volume or time that will annoy other persons in other apartments.
17. **PATIOS:** Hanging of clothes, garments, towels or rugs over railing of balconies or patios will not be permitted. Patios or balconies should not be used for anything except patio furniture, flower boxes and plants; they are not to be used for storage under any circumstances.
18. **PETS:** No pets allowed except with the written permission of Management and the execution of a Pet Addendum. An additional security deposit of \$500.00-\$500.00 will be required per pet. In addition, a non-refundable fee of \$250.00-\$250.00 per pet is required. The entire deposit may be applied by Management to satisfy all or part of your obligations, and shall not prevent us from claiming damages in excess of deposit. A monthly premium of \$0.00-\$0.00 per pet is also required.

Initials: SB CB _____

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19. **LAUNDRY ROOM:** If the Apartment Community provides laundry facilities, please remove clothing from machines promptly. Do not use lint or dyes. Report any malfunction of machines to the office. Management is not responsible for any damaged or lost personal items.

20. **ALTERATIONS:** No Apartment alterations allowed without Management's prior written approval.

21. **BUSINESS CENTER:** If the Apartment Community provides a business center or computer access, Management is not responsible for information seen or received from the Internet.

To avoid misunderstandings regarding the SECURITY DEPOSITS that are made at the time you sign your Lease Agreement, the following information is provided:

RELEASE OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. All persons have vacated the Apartment, and all lease conditions and terms have been fulfilled.
2. You must properly comply with all written notice to vacate requirements stated on your Lease Agreement.
3. No damage to property beyond normal wear and tear.
4. Entire Apartment including range, refrigerator, bathroom, closets and cupboards are clean.
5. No unpaid legal charges, delinquent rents, late fees, or termination and notice fees.
6. All keys and remote devices must be returned.
7. All debris, rubbish and discards placed in proper dumpsters, not left in the apartment.
8. Forwarding address left with Management.
9. "Move-in" form must be completed when you move in and signed by the Management Personnel and you. This form must also be completed and signed by both parties when you move out.
10. Please refer to your Lease Agreement for specific state requirements regarding the release of security deposits.

QUESTIONS AND ANSWERS ON SECURITY DEPOSIT POLICY:

- Q. What charges are made if the prerequisite conditions are not complied with?
 A. The costs of labor and materials for cleaning and repairs will be deducted. Also, any delinquent payments including late charges, termination, notice, and legal fees will be deducted.
- Q. How is the Security Deposit returned?
 A. By a check mailed to your forwarding address. The check is jointly payable and addressed to all persons who sign the Lease Agreement. No pick-ups from the office.
- Q. Can the Security Deposit be applied by you to any rent still outstanding?
 A. No, Only after the resident has vacated the apartment.

ADDITIONAL RULES & REGULATIONS: (if any)

1. Fitness Center Key is a \$50.00 refundable deposit upon move out.
 2. Resident(s) are to park motorcycles and/or recreational vehicles in garages per Stonybrooks additional rules and regulations.
 3. A \$100.00 alarm registration fee is due at move in along with a \$18.00 permit fee.
 4. A monthly trash removal fee is included with the water/sewer bill which is sent by a third party utility company.
- Please see water/sewer addendum for additional information.

Initials: _____

I/we hereby acknowledge that I/we have read the foregoing Rules and Regulations and hereby agree to abide by each and every one.

Resident _____

Danella Corigan
Agent for Owner

Resident _____

Date 1-1-03

Resident _____

Resident _____
Date 1/30/03

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PET ADDENDUM - FIRST PET

In connection with that certain Lease Agreement dated the 1st day of January, 2003, for Apartment H-801, at Stonybrook Apartment Homes Apartment Community, in Boynton Beach, FL 33437 and subject to conditions stated therein, Manager hereby grants permission for Resident to keep, in Resident's Apartment only, the pet described below upon the following terms and conditions:

1. The pet's name is _____ and which is a Dog (Male) and is approximately 0 years old
2. The pet is generally described by the following breed, height, weight and physical identifying characteristics:
Breed: Poodle Height: _____ Weight: 8.00 Characteristics: _____
The pet will not exceed 25.00 pounds at maturity.
3. Resident hereby represents and warrants that the above-described pet has been properly licensed and inoculated as required by local law and Resident agrees to maintain such licensing and inoculation of the pet and to furnish Manager with evidence thereof promptly upon request.
4. The pet shall be kept on a leash at all times when outside the Apartment and inside the Apartment Community. The pet shall not be exercised inside the Apartment Community except in designated exercise areas, if any. Resident shall not at any time leave the pet on a patio or balcony while away from the Apartment. Resident shall promptly collect and remove all pet defecation from the grounds of the Apartment Community.
5. An additional security deposit of \$500.00 will be required per pet. In addition, a nonrefundable fee of \$250.00 per pet is required. The entire deposit may be applied by Management to satisfy all or part of your lease obligations and shall not prevent us from claiming any damages in excess of deposit.
6. Resident shall pay a monthly pet premium of \$0.00-\$0.00 on the same date on which Apartment rent is due.
7. Resident shall insure that the pet does not at any time disturb any other resident of the Apartment Community nor damage any property located in the Apartment or in the Apartment Community. If, in Manager's sole opinion and discretion, the pet has disturbed or is disturbing any other resident or has caused or is causing damage to property in the Apartment or Apartment Community then Resident shall permanently remove the pet from the Apartment and the Apartment Community within ten (10) days after written request. Resident's payment for damage caused by the pet shall not entitle the Resident to keep the pet. Resident's failure to permanently remove the pet as provided above or failure to comply with all other terms of this Pet Addendum shall constitute a default permitting termination of the Lease Agreement. Such termination of the Lease Agreement shall be subject to the terms contained therein.
8. Except for the pet described above, Resident shall not keep any pets in the Apartment, or within the Apartment Community, without Owner's prior execution of an additional Pet Addendum.
9. Resident's failure to comply with the terms and provisions of this Pet Addendum or violation of any representation or assurance contained in this Pet Addendum shall constitute a default permitting termination of the Lease Agreement.
10. Resident understands that, in Manager's sole opinion and discretion, certain types of animals or breeds may be deemed unacceptable. Unacceptable animals, breeds, or any mix thereof include, but are not limited to, exotic or farm animals, Pit Bulls, Rottweilers, Chows, Akitas, Charpsys, Bull Terriers, Wolves, or Standard Poodles. Resident agrees to furnish breed documentation or verification from a Doctor of Veterinary Medicine.
11. Resident agrees to indemnify, defend and hold Manager and Owner harmless of any claims, losses, injuries, or damage, including reasonable defense costs, arising out of any pet or other animal owned or maintained by the Resident or Resident's guest in the Apartment Community. Additionally, the Resident agrees to purchase and maintain appropriate Renter's Insurance including Personal Liability coverage which provides insurance coverage for any damage or injury caused by such pets or other animals.

Resident _____
 Resident _____
 Resident _____
 Resident _____
 Date 3/1/03

Danika Coigan
 Agent for Owner
 Date 1-1-03



PET ADDENDUM - SECOND PET

In connection with that certain Lease Agreement dated the 1st day of January, 2003, for Apartment H-801, at Stonybrook Apartment Homes Apartment Community, in Boynton Beach, FL 33437 and subject to conditions stated therein, Manager hereby grants permission for Resident to keep, in Resident's Apartment only, the pet described below upon the following terms and conditions:

1. The pet's name is _____ and which is a Dog (Male) and is approximately 0 years old.
2. The pet is generally described by the following breed, height, weight and physical identifying characteristics:
Breed: Poodle Height: _____ Weight: 8.00 Characteristics: _____
The pet will not exceed 25.00 pounds at maturity.
3. Resident hereby represents and warrants that the above-described pet has been properly licensed and inoculated as required by local law and Resident agrees to maintain such licensing and inoculation of the pet and to furnish Manager with evidence thereof promptly upon request.
4. The pet shall be kept on a leash at all times when outside the Apartment and inside the Apartment Community. The pet shall not be exercised inside the Apartment Community except in designated exercise areas, if any. Resident shall not at any time leave the pet on a patio or balcony while away from the Apartment. Resident shall promptly collect and remove all pet defecation from the grounds of the Apartment Community.
5. An additional security deposit of \$500.00 will be required per pet. In addition, a nonrefundable fee of \$250.00 per pet is required. The entire deposit may be applied by Management to satisfy all or part of your lease obligations and shall not prevent us from claiming any damages in excess of deposit.
6. Resident shall pay a monthly pet premium of \$0.00 on the same date on which Apartment rent is due.
7. Resident shall insure that the pet does not at any time disturb any other resident of the Apartment Community nor damage any property located in the Apartment or in the Apartment Community. If, in Manager's sole opinion and discretion, the pet has disturbed or is disturbing any other resident or has caused or is causing damage to property in the Apartment or Apartment Community then Resident shall permanently remove the pet from the Apartment and the Apartment Community within ten (10) days after written request. Resident's payment for damage caused by the pet shall not entitle the Resident to keep the pet. Resident's failure to permanently remove the pet as provided above or failure to comply with all other terms of this Pet Addendum shall constitute a default permitting termination of the Lease Agreement. Such termination of the Lease Agreement shall be subject to the terms contained therein.
8. Except for the pet described above, Resident shall not keep any pets in the Apartment, or within the Apartment Community, without Owner's prior execution of an additional Pet Addendum.
9. Resident's failure to comply with the terms and provisions of this Pet Addendum or violation of any representation or assurance contained in this Pet Addendum shall constitute a default permitting termination of the Lease Agreement.
10. Resident understands that, in Manager's sole opinion and discretion, certain types of animals or breeds may be deemed unacceptable. Unacceptable animals, breeds, or any mix thereof include, but are not limited to, exotic or farm animals, Pit Bulls, Rottweilers, Chows, Akitas, Charpeys, Bull Terriers, Wolves, or Standard Poodles. Resident agrees to furnish breed documentation or verification from a Doctor of Veterinary Medicine.
11. Resident agrees to indemnify, defend and hold Manager and Owner harmless of any claims, losses, injuries, or damage, including reasonable defense costs, arising out of any pet or other animal owned or maintained by the Resident or Resident's guest in the Apartment Community. Additionally, the Resident agrees to purchase and maintain appropriate Renter's Insurance including Personal Liability coverage which provides insurance coverage for any damage or injury caused by such pets or other animals.

Resident _____

Carolina Corigan
Agent for

Resident _____

Date 1-1-03

Resident _____

Resident _____

Date 1/30/03



GARAGE/CARPORT ADDENDUM

Shirley Bernstein
Eliot Bernstein
Candice Bernstein

(Resident) agrees to lease from

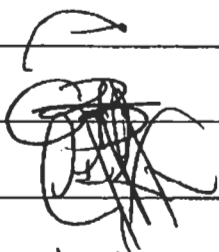
Stonybrook Apartment Homes Garage/Carport #

located at 10206 Stonehenge Circle, Boynton Beach, FL 33437 upon the following terms and conditions:

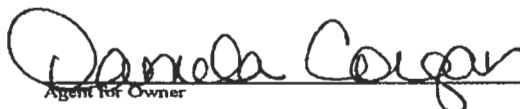
TERMS: The initial term of this agreement shall begin on the 1st day of January, 2003 and will continue on a month-to-month lease until either you or we give the other at least thirty (30) days written notice of termination. Termination notice must be given on the first day of the month to end on the last day of a calendar month. Resident must clean garage and remove all debris upon vacating.

- 2. **RENT:** Rent is payable monthly in advance at the rate of \$0.00 per month on the first day of each calendar month at the office of management. Management may increase the monthly rent by giving resident at least 30 days prior written notice where upon resident shall be liable for the increased rent unless Resident (a) terminates this agreement by written notice delivered to management within (30) days after the receipt to rent increase notice, such termination to be effective as of the effective date of the rent increase; and (b) vacates the garage before said effective date; and (c) pays all monies due through the effective date of termination. The foregoing shall not relieve resident of his obligations and liability for damage to the garage. Any monies that you owe to us are deemed rent under this lease.
- 3. **ALTERATIONS:** You may not make alterations or additions, nor install devices without our written consent. Any alternations, additions, or fixtures which are made or installed will remain a part of the garage, unless we specifically agree otherwise.
- 4. Resident agrees to use the carport/garage for parking their registered vehicle only. Resident agrees not to store flammable and/or explosive materials inside garage. Any violation of this agreement by resident shall constitute default of resident under the Lease Agreement.

Resident Signature(s):



Date 1/20/03


Agent for Owner

Date 1-1-03



FITNESS CENTER ADDENDUM

In connection with the Lease Agreement dated 01/01/2003 between Shirley Bernstein, Eliot Bernstein, Candice Bernstein Resident(s) hereinafter "You" and JMG Realty, Inc. for Apartment Number H-801

- (a) You, your family, guests, and invitees using the Exercise Facility, agree that you will use the Exercise Facility at your sole and exclusive RISK and agree to inspect each and every piece of equipment in the Exercise Facility prior to the use thereof by you, your family, guests, and invitees. You agree that your family, guests or invitees will be accompanied by you at all times when using the Exercise Facility.
(b) You agree to protect, indemnify and hold harmless Stonybrook Apartment Homes, owners, JMG Realty, Inc., and its officers, directors, stockholders, and employees from and against any and all demands, claims, liabilities, judgements, expenses, including court cost and reasonable attorney's fees in any way arising out of the use of the Exercise Facility by you and you will look solely to the manufacture of the equipment in the Exercise Facility for any and all claims, damages or otherwise as your sole and exclusive remedy.
(c) You understand and agree to assume all RISK with reference to the use of the Exercise Facility, and any equipment therein, and agree to keep the Exercise Facility locked at all times while using the Exercise Facility, and not admit any individual to the Exercise Facility who has not registered with Management. You agree to lock the Exercise Facility when leaving.
(d) You agree to use the Exercise Facility only during posted hours and understand that the Exercise Facility may not be supervised at any time and agree that the equipment in the Exercise Facility and the Exercise Facility is "AS IS-WHERE-IS" WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED INCLUDING FITNESS OF PURPOSE, MECHANICALITY OR HABITABILITY.
(e) You represent and warrant to abide by all rules and regulations established by the Management of Stonybrook Apartment Homes, with reference to the use of the Exercise Facility, you must leave the Exercise Facility upon request by an official of JMG Realty, Inc. You represent and warrant that you are in good physical condition and have knowledge, with reference to the use of the equipment in the Exercise Facility, and no instruction is needed. Stonybrook Apartment Homes will not be held responsible for any theft or loss of property while on the premises.
(f) You agree to pay a \$ 0.00 non-refundable fee for the key to the Exercise Facility.
(g) You understand and agree that upon moving out of your apartment that the key must be returned to the office. If the key is not returned, you will be charged \$ 50.00
(h) AT NO TIME SHOULD ANYONE UNDER THE AGE OF 16 BE ALLOWED IN THE FACILITY. For your own safety we ask that you do not open the door to anyone, even if you know him or her to be a resident. They must enter with their own key/code.

I have read and agree to the above.

Resident [Signature]
Resident [Signature]
Resident [Signature]
Resident [Signature]
Date 1/3/03

[Signature]
Agent for Owner
Date 1-1-03

A



GATE/DEVICE ADDENDUM

Resident Name(s) and Address:

Shirley Bernstein

10158 Stonehenge Cir # 801

Eliot Bernstein

Candice Bernstein

Lease Dated 01/01/2003

1) Number of Cards/Keys:

2) Number of Devices Received:

Deposit for Received Devices

Lost or non-return of cards/devices charge: \$ 25.00

The undersigned resident(s) acknowledge the number of devices indicated above and has paid the deposit if indicated and agree:

1. To return all devices no later than the day the lease terminates or pay for the lost devices not returned on or before the termination of the lease agreement.
2. Not to allow anyone else to use the device except the undersigned.
3. To compensate and hold harmless the apartment community for any loss or damage to a vehicle caused by anyone using a device of the undersigned.
4. That management is only obligated to provide one device to each authorized resident who is licensed to drive motor vehicles and may require the return of any additional devices which have been issued.
5. To provide management with the name and telephone number and to update this information upon change.

Access Code: 119

Device #:

Work #:

Home #

Device #:

Work #:

Device #:

Work #:

Device #:

Work #:

Resident

Resident

Resident

Resident

1/25/07

Date

Camela Cogan
Agent for Owner

Date

1-1-03

A

Eliot I. Bernstein

From: Eliot I. Bernstein [iviewit@adelphia.net]
Sent: Wednesday, June 15, 2005 1:30 PM
To: Cliff Kohlmeyer (dbarfield@barfieldpa.com); Cliff Kohlmeyer (ckohlmeyer@barfieldpa.com)
Cc: Shirley Bernstein (bean@adelphia.net); Simon Bernstein (simon@lifeinsuranceconcepts.com)
Subject: Continued Health Problems at Stonybrook Unit 801
Importance: High
Sensitivity: Confidential

Eliot I. Bernstein
Direct Dial: 561.364.4240

PRIVATE & CONFIDENTIAL

Mr. Cliff Kohlmeyer
Paralegal
The Law Offices of Barfield, P.A.
2809 Poinsettia Avenue
West Palm Beach, FL 33407

Wednesday, June 15, 2005 - 13:23:10

Re: STONYBROOK

Dear Cliff,

The AC unit remains broken and has been completely off for almost two days in this blistering heat. Pedro from maintenance came today and noticed that the unit was still broken and that the thermostat and grill needed to be replaced to see if that would work, he stated that he ordered the parts and they would take several days. As you know, the thermostat was replaced only a few weeks ago and has remained broken since replacement and nobody has come to fix these problems. Further, since the unit still goes to freezing since the thermostat and unit are still broken, and then if you turn it off the unit leaks and the mold and heat combine to cause severe health problems as we have reported, conditions remain dangerous. FPL and the state authorities have found problems, even after your so called "unbiased" ac companies found none, and have made recommendations that you fix the water leaks, the mold problems and the ac unit. Still you refuse to comply or address the problems and continue to try and force us out and continue to put the occupants at serious health risk and as mentioned in prior correspondences, this will now lead to further state involvement in the matters and for the endangerment to our health for the falsification of maintenance records to cover up such serious health concerns.

In order to give the authorities the new information for those members of Stonybrook who have left with the management change, we would like you to provide us ASAP with the full name and address of all Stonybrook staff members involved: Melinda, Daniela and the two former maintenance men involved and their forwarding address so that authorities may contact them.

We are again shocked at your client's refusal to deal with the problems and where infants and others are at serious health risks from known and documented problems it truly is criminal. Also the rat problems continue and leaks continue in the storage units we purchased, further destroying the contents. If you can have Stonybrook resolve this that would be great as state authorities have also found that this may be causing some of the health problems for the kids with the feces and dead carcasses adjoining the kid's room. From your last letter where you attempted to claim that we complained a lot for no reason, it is now confirmed that each complaint was also noticed by state authorities and FPL and where they must be complainers too, including immediately after

6/15/2005

Stonybrook's falsified work order reports and outside analysis stating problems did not exist.

Thank you,

Candice and Eliot Bernstein

Eliot I. Bernstein

From: Eliot I. Bernstein [iviewit@adelphia.net]
Sent: Wednesday, June 15, 2005 12:14 PM
To: Tanoy Williams (Twilliam@co.palm-beach.fl.us)
Cc: Shirley Bernstein (bean@adelphia.net); Simon Bernstein (simon@lifeinsuranceconcepts.com)
Subject: STONYBROOK APARTMENTS – HEALTH CONCERNS
Importance: High
Sensitivity: Confidential

From the Desk of Candice Michelle Bernstein:**PRIVATE & CONFIDENTIAL****Via: Email**

Tanoy Williams; Investigator
Palm Beach County Consumer Affairs
50 South Military Trail, Suite 201
West Palm Beach, FL 33415

Wednesday, June 15, 2005 - 12:04:59 PM

RE: STONYBROOK APARTMENTS – HEALTH CONCERNS
Stonybrook Apartments
10206 Stonehenge Circle
Boynton Beach, FL 33437

Dear Ms. Williams,

Thank you very much for your efforts to remedy and mediate the Stonybrook situation. I have sent you the reports from FPL, the mold inspector and a third party AC company all showing problems currently, despite Stonybrook efforts to deny such and after their reports stating that it was OK. Stonybrook new maintenance Pedro came this morning to assess why air conditioner is broken and completely off for almost two days again now. Pedro noticed that the grill is damaged beyond repair and stated he is ordering a new grill and new thermostat. The thermostat, that was replaced a few weeks ago by old Stonybrook maintenance, never worked either, the same problem remains that air will not shut off and thermostat never regulates to the temperature. If the unit is on, it remains on until the house is freezing. If you manually turn the unit off it then leaks about 2-3 quarts of water and mold smells go throughout the house and heat rises unbearably. The back and forth cold and hot and mold issues remain continuing to cause extended health problems for the entire family including the baby.

Stonybrook's refusal to fix or maintain the property, even after state authorities and FPL have identified problems, and further refusal to mediate with your offices leaves us with no choice but file criminal neglect and child endangerment charges against them which will be filed shortly with Boynton PD. We appreciate your referral to Code Enforcement and have notified them and they will be contacting us this week to schedule a time to come to the unit. Since the Stonybrook attorney has advised you that they were proceeding with eviction, even though state authorities have stated to fix the problems, if you could send over a status report of the results of your offices work and the results of your attempt at mediating with the Stonybrook attorney that would be helpful. You can fax it over to me at home via fax at 364-4240 or email.

6/15/2005

Again, your efforts are most sincerely appreciated.

Candice Bernstein

cc: Shirley and Simon Bernstein



Notice: Consumer Affairs maintains "Business Information Reports" which summarize consumer allegations and case dispositions. The reports also provide basic information about businesses or landlords (i.e., address, phone number, contact person, etc.). These reports are available for public review and may be posted on Palm Beach County's Internet website at: www.pbcgov.com/consumer

June 3, 2005

Stonybrook Apartments
1555 Martin Luther King Blvd Apt p108
Riviera Beach, FL 33404

RE: **Case No. 502665**
Candice Bernstein

Dear Sir/Madam:

The Division of Consumer Affairs administers the Consumer Affairs Ordinance of Palm Beach County. In this regard, we have recently received a dispute involving your firm and have enclosed a copy for your review and response.

Since our initial objective is to investigate and mediate such disputes, your assistance in helping us reach a fair and equitable resolution of the matter would be appreciated. Please be assured your position will be given equal consideration to that of the consumer.

Your response to this matter, in writing, within twenty days from the date of this letter is requested. Should you find it more convenient to use our FAX (561-712-6610), please feel free to do so. If you have any questions, please contact me for further assistance.

Sincerely,

Tanoy L. Williams
Investigator
Division of Consumer Affairs
(561) 712-6613

1_MergDocuments\lindatae.doc
Enclosure

Department of Public Safety
Division of Consumer Affairs
50 South Military Trail, Suite 201
West Palm Beach, FL 33411
Main Office (561) 712-6600
South and West County (1-888-832-7364)
FAX (561) 712-6610
www.pbcgov.com/comconsumer



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Mary McCarty

Burt Aronson

County Administrator

Robert Weisman

"An equal opportunity
affirmative action employer"

C Candice Bernstein
10158 Stonehenge Circle Apt 801
Boynton Beach, Florida 33437

4/19/05
DATE CONTACTED

Record of Request for Environmental Health Services
PALM BEACH COUNTY HEALTH DEPARTMENT
Indoor Environmental Quality
901 Evernia Street, West Palm Beach, FL 33402

69-05
IEQ NUMBER

CUSTOMER INFORMATION
Last Name: Bornstein First Name: Candace Phone Number: 561-364-4240 Position:
Address: 10158 Stonehenge Cir. City: BOYNTON BCH Zip: 33437

BUILDING INFORMATION: Owner Renter Length of Occupancy: 2 yrs
RESIDENTIAL: SFH Condo/Apt. Mobile Home Duplex INSTITUTIONAL: OCCUPATIONAL: COMMERCIAL: Freestanding/Strip Mall Multi-story Office
Age: 1995 Construction Type: CBS Wood frame Composite Other:
Recent Renovation: NO YES; where: New items: Corrective actions taken: NO YES, what, when:
Combustion Appliances: NO YES; what, where:

REPORTED IEQ PROBLEM
SBS MOLD/MILDEW CHEMICALS MIGRATING ODORS RELATIVE HUMIDITY PARTICULATES/DUST ODOR TEMPERATURE
ETS SANITATION WATER LEAKS RADON TOXIC SUBSTANCE DUCT CLEANING UNKNOWN OTHER

DETAILS: IAQ concerns. Hurricanes caused flooding thru leaks - Child's room - Rats

REPORTED SYMPTOMS: * Baby - asthma/allergies/ter-broncial asthma - wheezing
HEADACHES NAUSEA EYE IRRITATION VOMITING DIZZINESS RASH FEVER OTHER IRRITATION FATIGUE SINUS -
IRRITATION RESPIRATORY IRRITATION COUGHING CHRONIC URI FEVER OTHER blood in sputum

SEEN A PHYSICIAN: NO YES; WHEN, DIAGNOSIS, TREATMENT asthma/allergies RESPOND TO TREATMENT No Yes;
DO SYMPTOMS GO AWAY: NO YES; WHEN: Coincide with other events?
TOTAL NUMBER OF BUILDING OCCUPANTS: 3 CHILDREN UNDER AGE 6: no yes PETS: no yes WHEN DID SYMPTOMS START: November 2000
WHEN ARE SYMPTOMS GENERALLY WORSE: indoors/in apt.

IEQ PROBLEMS OBSERVED

Mr./Fl	Mold/Mild Leaks/Stains	ETS	Visual Dust	VOC	R.H	Temp	OA/CO ₂	*Other	HVAC System	Unit 1	Unit 2
Living	N	N	N	UNK	44%	76°	N/A		Location	closet	
									Filter Type	Standard	
									Filter fit?	✓	
AC closet	UNK	Y	N	Y	UNK				Filter Repl. Freq.	✓	
									Coil/Cooling Fins	See comments	
									Handler Walls	See comments	
									Plenum Area	✓	
									Diffusers/Vent	See comments	
									Infiltration	None seen	
									Other		

OTHER OBSERVATIONS

House Pressure	Negative/Positive		
Air Flow	Good/Poor/Ceiling Fans		
Odor	Yes/No - AC closet	Where:	
Ventilation	Dryer Vented to outside Yes/No	Bathroom Exhaust Yes/No	Cooking Exhaust? Yes/No
Refrigerator Pan	Clean/Moldy/ Dirty		Attic Vented? Yes/ No

Comments FPL contacted recent 'Energy Audit' - A/C problem continued on back page

IEQ Problems Chart Key

- m/fl - type room and floor number
- old/Mildew - apparent possibility of mold based on visual and odor perception of inspector (no measurements) (check mark only)
- eaks/Stains - visible presence of drywall/or surface water stains (check mark only)
- TS - check mark for presence of Environmental Tobacco Smoke
- visual Dust - check mark
- OC - Volatile Organic Compounds in parts per million (ppm)
- H - Relative humidity - actual measurement by %
- temp - Temperature in deg. F
- A/CO₂ - comparison of outside and ambient carbon dioxide (a check for structural infiltration of outside air) ppm
- ther - as per notation below
- VAC - Heating Ventilation Air Conditioning

DATED STARTED 4/22/05 DATE CLOSED 4/25/05 TOTAL TIME (.25 HRS) 1.5 REPORT REQUESTED NO YES
SIGNATURE OF INSPECTOR: Tony Coates DATE: 4/25/05
SIGNATURE OF SUPERVISOR: [Signature] DATE: 4/28/05

FOR MORE INFORMATION PLEASE VISIT EPA'S WEB
SITE AT: www.epa.gov/iaq

Continued from Front Page:

RECOMMENDATIONS

Air Conditioning System

- Replace AC Filter with HEPA filter, 3 M filter, electrostatic filter or pleated type
- Follow manufacturers recommendation for filter cleaning and replacement, if not clean or replace monthly
- Ensure filter fits properly in the AC unit
- Clean Coils/Cooling Fins
- Keep air-conditioning drip pans clean and the drain lines unobstructed and flowing properly.
- Clean plenum area
- Have AC unit assessed by a certified AC specialist
- Tape all holes and openings in the plenum with air conditioning tape to prevent leakage
- Store all chemicals and paints away from the air intake of A/C
- Clean the drip pan and make sure that outlet is not blocked and the water from this outlet runs away from the foundation

Appliances

- Clean or replace range hood filter
- Clean and disinfect Refrigerator drip pans and dehumidifiers
- Vacuum using cleaners with HEPA vacuum filters once a week
- Ensure that there is no gas leaks for appliances working on gas.
- Use exhaust fans or open the window when cooking, running the dishwasher etc.
- Maintain combustion equipment and ventilate them to outside.
- Do not use an exhaust fan in the same area where a naturally vented combustion appliance is operating
- Do not run lawn mowers or cars in a closed garage

Others

- Clean, disinfect and dry surfaces immediately
- Dry out Bathroom after showers with fan or opening windows after showering.
- Do not smoke inside the house
- Stop using aerosol fresheners
- Remove dust from the house

- Remove Mold/Mildew according to EPA guidelines
 - Maintain Relative humidity below 60 percent, ideally between 30 to 50 percent.
 - Reduce/Eliminate Clutter in the house
 - Use dust mite proof covers for pillows and mattresses
 - Fix leaks on windowsills and doors. Make sure that there is no water leak
 - Direct Sprinklers away from the walls
 - Seal outside walls to prevent water penetration
 - Fix all plumbing and all other water leaks as soon as possible preferably immediately. Dry all items completely
 - Make sure ground slopes away from the building foundation so that water does not enter or collect around the foundation.
 - Open Windows and replace indoor air with outside air. Use Fans to assist this process.
 - Increase air circulation by opening closet doors and moving furniture away from walls
 - Dispose of wet carpeting and other damp fabric furnishings
 - Control moisture in crawl space
 - Replace all mold affected dry walls and cabinets
 - Make sure that there is positive pressure in the house.
- Paints, thinners, varnishes, shellac, strippers, waxes, turpentine, glues, adhesives, dry cleaning products, mothballs, deodorizers, air fresheners and pesticides**
- Choose products with low volatile organic compounds(VOC)
 - Use outdoors
 - Ventilate areas with new pressed wood products or new carpets
 - Choose a carpet with low VOC
 - Provide plenty of ventilation
 - Schedule during mild seasons when doors and windows may be left open
 - Take regular breaks for fresh air
 - Use protective gear
 - Keep containers closed
 - Keep away from children
 -
 -
 -

thermostat broken - recently replaced.

A/C System: Appears that coils/cooling fins were recently cleaned.

→ Diffusers/vents recently cleaned (condensation problem)

→ Drain pan leaking - getting filter wet.



IMPORTANT INFORMATION

regarding Florida's Lodging Laws



ATTENTION: Consumers and Lodging Licensees

Number: 2002-04 Date: 2002 October 05

SUBJECT: Mold Infestations and Information

Complaints regarding mold are probably the fastest growing category of grievance coming into the division. Additionally, the media is increasing the public's awareness of this problem leading to more complaints.

The division's statutory authority is limited to assuring that facilities are, according to Chapter 509.221(3), Florida Statutes, "...properly lighted, heated, cooled, and ventilated and shall be operated with strict regard to the health, comfort, and safety of the guests." Chapter 509.221(4) continues, "Each bedroom in a public lodging establishment shall have an opening to the outside of the building, air shafts, or courts sufficient to provide adequate ventilation. Where ventilation is provided mechanically, the system shall be capable of providing at least two air changers per hour in all areas served. Where windows provide ventilation, each room shall have at least one window opening directly to the outside."

Additionally, Florida Administrative Code Rule 61C-1.004(6), states, "All building structural components, attachments and fixtures shall be kept in good repair, clean and free of obstructions."

An acceptable way to deal with mold is to reduce the moisture problems and reduce moisture in the air. Prevent condensation, repair leaks, increase ventilation (if outdoor air is cold and dry), or dehumidify (if outdoor is warm and humid).

Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed.

Vent moisture-generating appliances, such as dryers, to the outside where possible.

Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible.

Perform regular building/HVAC inspections and maintenance as scheduled.

Clean and dry wet or damp spots immediately. Fix source(s) of moisture problems as soon as possible.

If you suspect you have a mold infestation consult a professional immediately. Serious financial and legal consequences may result from not properly addressing known problems.

A few resources you may wish to explore include the following:

American Conference of Governmental Industrial Hygienists - www.acgih.org

Bioaerosols: Assessment and Control, 1999 Edited by Janet Macher <http://www.acgih.org/store/ProductDetail.cfm?id=349>

American Industrial Hygiene Association (AIHA) (www.aiha.org)

Mold Introduction <http://www.aiha.org/governmentaffairs-pr/html/mold-intro.htm>

The Facts About Mold: For Everyone <http://www.aiha.org/governmentaffairs-pr/html/mold-consumer.htm>

The Facts About Mold: For the Professional <http://www.aiha.org/governmentaffairs-pr/html/mold-professional.htm>

The Facts About Mold: A Glossary <http://www.aiha.org/governmentaffairs-pr/html/mold-glossary.htm>

Report of Microbial Growth Taskforce, 2001 <http://www.aiha.org/Committees/documents/webmicrobial.pdf>

Building Science Corporation (www.buildingscience.com)

What You Need to Know About Mold http://www.buildingscience.com/resources/mold/mold_need_to_know.pdf

Mold: Causes, Health Effects and Cleanup http://www.buildingscience.com/resources/mold/mold_causes.pdf

Mold Testing http://www.buildingscience.com/resources/mold/mold_testing.pdf

National Apartment Association <http://www.naahq.org/Government/usatodaymoldmemo.aspx> or <http://www.naahq.org/Education/moldflyer.pdf>

National Center for Environmental Health (NCEH) (www.cdc.gov)

Molds in the Environment <http://www.cdc.gov/nceh/airpollution/mold/moldfacts.htm>

Questions and Answers on Stachybotrys chartarum and Other Molds <http://www.cdc.gov/nceh/airpollution/mold/stachy.htm>

State of the Science on Molds and Human Health <http://www.cdc.gov/nceh/airpollution/images/moldsci.pdf>

U.S. Army Center for Health Promotion and Preventive Medicine Mold Resources <http://chppm-www.apgea.army.mil/mold/>

U.S. Department of Health and Human Services (DHHS) Centers for Disease Control and Prevention (CDC) (www.cdc.gov)

U.S. Environmental Protection Agency (EPA) (www.epa.gov/iaq)

Mold Resources <http://www.epa.gov/iaq/molds/moldresources.html>

Mold Remediation in Schools and Commercial Buildings http://www.epa.gov/iaq/molds/mold_remediation.html

FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Jeb Bush, *Governor*

Kim Binkley-Seyer, *Secretary*

Division of Hotels and Restaurants

MyFlorida.com • www.hospitalityeducation.org

Tony Coates referred to Code Enforcement and gave us the direct number 850-487-1395 and to contact same regarding rat problem on storage units by kids room.



FAX

Palm Beach County Consumer Affairs
50 South Military Trail, Suite 201
West Palm Beach, FL 33415
(561) 712-6600
FAX (561) 712-6610
Boca/Delray/Glades (Toll Free) 1-888-852-7362
Web site: www.pbcgov.com/consumer

To: Candice Bernstein

Fax #: 561-364-4240

From: Tanoy Williams, Investigator

A handwritten signature in black ink, appearing to be "TW", is written over the name "Tanoy Williams, Investigator".

Date: May 5, 2005

Pages (including this one):

4

Message:

Please see attached correspondence. Should you have any questions, you may contact me or the investigator on call at 561-712-6600.



**Department of Public Safety
Division of Consumer Affairs**

50 South Military Trail, Suite 201

West Palm Beach, FL 33415

Main Office: (561) 712-6600

South and West County: 1-888-852-7362

FAX: (561) 712-6610

www.pbcgov.com/consumer



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County Administrator

Robert Weisman

May 5, 2005

Candice Bernstein
10158 Stonehenge Circle Apt 801
Boynton Beach, Florida 33437

**RE: Case No. 502665
Stonybrook Apartments**

Dear Candice Bernstein:

Thank you for contacting the Division of Consumer Affairs. As you have requested, we are forwarding a dispute form to be completed, signed by you and returned to this office. Please provide all of the information requested, including copies (not originals) of all documents, canceled checks (both sides), invoices, etc. which relate to this particular dispute. Please let us know what you would consider to be a fair resolution of your dispute. **Your failure to complete the dispute form or furnish us with supporting documentation will result in your dispute being closed without any further action and recorded in our files as withdrawn.**

Upon our receipt of your dispute form, we will inform you as to the investigator who has been assigned to handle your case. If you have any questions, please contact the investigator assigned to your case at the following telephone numbers: 561-712-6600 (main office); 1-888-852-7362 (South and West County residents only).

Thank you again for contacting the Division of Consumer Affairs. As a county government service of the Palm Beach County Board of County Commissioners, we will attempt to assist you with this matter. For further assistance or information, please do not hesitate to contact this office.

Sincerely,

Dennis Moore, Director
Palm Beach County Division of Consumer Affairs



BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
CONSUMER AFFAIRS DIVISION
 50 South Military Trail, #201, West Palm Beach, FL 33415
 Telephone: (561) 712-6600 (Main Office); (561) 712-6610 (FAX)
 888 852-7362 Boca/Delray and Glades

Case Number: 502665

CONSUMER:

Name: Candice Bernstein

Address: 10158 Stonehenge Circle Apt 801

City: Boynton Beach

State: Florida Zip: 33437

Phone: (561) 364-4240 (home)
() - (work)

BUSINESS/RESPONDENT:

Name: Stonybrook Apartments

*d/b/a: Stonybrook Apartments

Address: 1555 Martin Luther King Blvd Apt p108

City: Riviera Beach

State: FL Zip: 33404

Contact: _____

Phone: (561) 844-9055 Fax: _____

PLEASE PROVIDE THE FOLLOWING INFORMATION

- (1) Date of transaction: _____
- (2) Have you contacted the Business about this dispute? Yes No
- (3) Did you sign a contract, lease, or document? Yes No

PLEASE FURNISH A COPY OF ALL DOCUMENTS, CONTRACTS, RECEIPTS, LETTERS, ETC.

- (4) What other agencies/organizations have you contacted for assistance. and what was the outcome?
 FPL - Audit attached
 * PB County Health Department - Indoor air quality check - attached

(5) WHAT DISPUTE RESOLUTION WOULD YOU CONSIDER TO BE MUTUALLY FAIR?

To have as a result of the neglect to fix the unit and all subsequent problems, that all medical costs be reimbursed, all energy costs for the broken unit be reimbursed, that all costs for damages to the property be reimbursed, that all moving and relocating costs be paid in advance or fix the unit and reimburse the damages caused thus far and allow te @\$20,000 in damages and where Petitioners have expenses with that move and continue in the lease without further harassments. ongoing medical problems that all appear to be the result of the broken unit, the mold it has caused and any procedures that may need be undertaken as specified in the exhibits.

DOLLAR AMOUNT IN DISPUTE (IT APPLICABLE) : \$ _____

-FOR OFFICE USE ONLY-

Form Sent: 05/05/2005 by Williams Assigned to: _____

Date Opened: _____ District C: 5 District R: 7 Location: M Assigned By: _____

Business Type: _____ Date Assigned: _____

Description _____

Nature: _____

PLEASE GIVE A COMPLETE DESCRIPTION OF YOUR DISPUTE ON THE REVERSE SIDE

* d/b/a - Company Business Name (does business as)



DETAILS OF YOUR DISPUTE

**PLEASE TYPE OR PRINT IN INK AND SIGN AT THE BOTTOM
A copy of your dispute will be forwarded to the business.**

DESCRIPTION OF YOUR DISPUTE: PLEASE SEE THE ATTACHED REPORT

Please Use Additional Paper If Necessary

PLEASE READ DISCLOSURES STATEMENT

Information provided to the Consumer Affairs Division is available for inspection by the public. This includes all of the information you have included on this dispute form as well as any supporting documents. Please do not include Social Security numbers, bank/credit card account numbers or medical records with your dispute information (unless specifically requested).

Consumer Affairs also maintains "Business Information Reports" which summarize consumer allegations and case dispositions with businesses and landlords. These reports are available to the public through the web site at : www.pbcgov.com/consumer.

I hereby certify that I have read the above disclosure statement and that the information provided on this dispute form and in the attached documents is true and complete to the best of my knowledge, information and belief.

SIGNATURE Candice Bernstein DATE 5-19-05

HELP US - HELP YOU: To provide the best possible service for consumers in Palm Beach County, please complete the following.

How many times per week do you use the Internet? 70-79 80-89 90+
Do you have access to the Internet? Yes No
Are you? A Full-time resident A Part-time resident Not a Palm Beach County resident

Palm Beach County Consumer Affairs Division

Main Number: (561) 712-6600, Boca/Delray/Glades: (Toll Free) 888-852-7362 Fax: (561) 712-6610
Web site: www.pbcgov.com/consumer

WHAT WE DO: We investigate and through mediation, work to resolve disputes concerning both consumer and landlord-tenant problems. We attempt to assist you if you are a resident of Palm Beach County or if your dispute involves a business or landlord located within Palm Beach County. We do not offer or provide legal representation. We do not have jurisdiction over employee vs. employer or business disputes. We also administer the following Palm Beach County Ordinances: Consumer Affairs; Vehicle for Hire; Tow Truck; Moving; Vehicular Title Loans; Price Gouging During Emergencies and Tobacco Placement.

IF YOU HAVE A DISPUTE: Please be sure you have made an effort to resolve this matter by dealing directly with the manager or owner of the business/property. If you have exhausted all attempts to resolve the matter, complete this form and return it to our office. Shortly after receipt of your dispute form, you will be informed as to which investigator has been assigned to your case. The investigator will contact the business/property manager/owner and notify you of our findings. If you have any questions, please contact the investigator assigned to your case.

From the Desk of Candice Michelle Bernstein:

PRIVATE & CONFIDENTIAL

Via: Email

Tanoy Williams; Investigator
Palm Beach County Consumer Affairs
50 South Military Trail, Suite 201
West Palm Beach, FL 33415

Thursday, May 19, 2005 - 3:21:19 PM

Re: STONYBROOK APARTMENTS – HEALTH CONCERNS

Dear Tonay:

Thank you for your time last week and we have prepared the requested information and form regarding the situation at our unit in Stonybrook.

During our residency at Stonybrook Apartments we have made several attempts to resolve some very serious issues from the time that we moved into our unit. Beginning with complaints the moment we walked in of a strong and over-powering mildew odor. Onsite maintenance assured us again and again that the ac unit, carpeting and paint were fine and stated it was because the previous tenants were heavy smokers with pets and that all units had that smell including the models. We then inquired about excessive FPL electric bills, stating our bill was around \$300 and our neighbors paid around \$100, we could not figure out how that could be possible. Again, management looked into and said it was normal for units similar to ours.

When everyone in our household started to become chronically ill, see attached medical records, we were very concerned with three small children. We were having several problems with our air-conditioner unit that constantly dripped water and flooded the AC closet and never turned off and if turned off the water leaks about a pitcher full over the floor and into the air filter which gets soaked and mold infested and this circulates throughout the house. I was told to change the filter yet we had to change the filter 2 times a month because it would get wet and absorb the pooling water. Several times maintenance came to our home, each time they left and said it was fixed and fine. There was always something wrong with it from leaking, freezing up, not cooling at all, not turning off, bad wiring, smelling etc.. They would come back again and again say it was fixed and fine. Each time we would ask if this was why our energy bills far exceeded those around us and always complaining of the constant mildew odor.

Finally, the payor of the rent and lessee, Shirley Bernstein, concerned that everyone was sick and that it appeared that management was neglecting to fix the problem, asked that we contacted FPL to conduct an energy audit at our home, to resolve who was correct, maintenance or us. The FPL auditor tested all appliances and concluded the air conditioner was not

functioning properly, see attached report, in fact the thermostat was not working at all, the unit never shut off, it was leaking profusely, and mildew was found rampant, and the state inspector said that it had spread throughout the ventilation ducts. Please see the attached FPL report and Indoor Air Quality Report.

When we contacted management, stating that the maintenance reports were stating the unit was fine and that FPL had found serious problems, maintenance came back and accused FPL of being incompetent and that the AC unit was fine, yet they replaced the thermostat (which still does not work and our energy bill has gone higher to \$320 this month), which was strange since their report only a few days earlier showed no problems. That procedure to try and fix up the unit they claimed had no problems, took 8 hours over 2 days with two of the maintenance crew and on a Friday they were here from 4-8pm as the wires were so damaged they could not get the cooling mechanism to work properly after taking off the old thermostat. And where they attempted to clean the mildew and plug up leaks for hours. The building also had a crew come to clean the ducts and what transpired only made matters worse, as they blew out the wet mold from the ducts that had been accumulating for two years, all over the house and furniture and had taken no precautions to protect anything in the unit including the beds and the baby crib, the man even said it was the worst he had seen and didn't expect it to get all over everything. After realizing that the damages from the mold were severe and the mess severe, the company tried to clean the carpets with no authorization from us and they left the carpets soaking and full of black mold. Worse yet, the carpet cleaning was done in such a hurry to cover up the mess that the furniture was thrown all over the unit, no protective layer was put down for the furniture and damage to the house was complete.

Worse yet, is that were we thought Stonybrook was attempting to fix the problems noted by FPL seems more done with the attempt to cover up and deny that problems exist and then attempt to strong arm us to move in the face of all the evidences and costs their denials have already cost, in excess energy bills alone FPL estimated that the bill should be 100 dollars, comparable to all our neighbors and all the rest over the two years, some four thousand dollars was attributable to the neglect to repair the unit. After Stonybrooks "repairs" they had a paid AC company come to look at the unit and although he was videotaped and certainly witnessed continued problems including now Freon leaks in the house and on the outside unit, leaks and mildew, (see attached report) he wrote a report that was far short of what he witnessed. Not liking that report, they brought in yet another paid "unbiased" AC company (see attached report), where the gentleman came in spent less than five minutes in the home and wrote a report that there were no leaks but that he found that the coils were damaged, from the maintenance men constantly trying to hack the ice off the coils over the two years.

To this day the even with the new thermostat, the temperature is never correct and where the reading states a constant 72-74 degrees while running at 60 or 50. Where to turn off such unit causes leaks down the entire side of the unit, fills the flood pan, and goes throughout the floor and closet causing mildew and the house goes to 80, a perfect environment for illness as the medical reports indicate. Further the leaks were discovered by state mold experts to still remain immediately after Stonybrook again claimed there were no problems. As stated in the attached report, which comes immediately after management attempted to claim that they saw nothing wrong days earlier, the Palm Beach County Health Dept. Indoor Air Quality Division inspector

found the same problems and health issues that FPL found under the audit. We informed him of the excessive health concerns and respiratory problems our family has suffered. They include bronchial asthma, coughing up blood, prescribed asthma inhalers, sinus allergy medications, and a daily allergy medication for our two year old who coughs so violently he vomits. Where before moving to Stonybrook no one had any problems, even after evidencing the health problems of infants and blood coughing, Stonybrook has remained in denial and uncaring which perhaps is the worst part of what is happening, not even offering to move us to another unit. Where management has gone out of there way to have a rude attitude instead. Everyone we know has commented on how are family has been “sick” steadily since moving in. In the attached mold report severe mold and mildew is found in the AC Unit circulating through the vents and rapidly and continuously breeding in the air conditioning vents from constant pooling and flooding of water over the drip pan, down the walls, to the floor, on the water heater pipes causing rust and corrosion, and rotting away for all of us to breath and live with.

Management has been incredibly unhelpful and in denial and taken it one step further to harass, threaten, and sick their lawyers on us who we have found to be unethical, rude, and lie. They furnished themselves with their own investigational reports including a mold report they refuse to furnish us with and said reason was because they paid for it so they don’t have to give us a copy. One report of theirs states Freon leaking, but again in their opinion this is perfectly “normal.” Please see attached. Their independent contractor reports have not stated everything is fine either, although they fail to list much of what they saw and commented on, where video tapes of management and the AC companies shows the factual truth (video and images available upon request). Where the attached reports by Stonybrook maintenance and management states that not only is it working but that it has no problems, the state, fpl and everyone has just about condemned it for health concerns and other issues. We even contacted an Air Conditioning Repair Company to estimate a price to repair the unit, and they suggested replacement due to the unit not being a sound model and even installed improperly from the beginning with Freon leaks and water leaks. They found that it had been installed incorrectly and without a collection pan on the floor the bottom is rotted through, and he felt it could also be a severe electrical hazard with the water.

Assuming a speedy conclusion would be met considering the severe health concerns we have expressed we have been baffled by their resistance. We were shocked to receive a letter from their attorneys stating our lease was being terminated because we complaining about non-existent problems. And now we have 30 days to move. We have lived here for 2 ½ years. We pay a considerable amount of rent compared to other developments for what seems to be a well maintained property, and more so to have a month to month option. In addition, our rent payments have never been late. We are a charitable family and respected by all who know us and have two children who attend the local school. We do not want to disrupt the childrens lives, friendships, and schooling over an unresolved broken air conditioner and Stonybrooks failure to correct the issues discovered, compensate us for our losses and instead try to throw us out stating we are complaining while serious health issues remain.

In all fairness we have incurred excessive monetary damages. Including excessive energy bills that should have been resolved from the beginning, health and doctor expenses, damage to property and hours and hours of our time, not to mention if moving and relocation are necessary.

Tanoy Williams; Investigator
Palm Beach County Consumer Affairs
Stonybrook Apartments – Health Concerns
{ PAGE } of { NUMPAGES }

I can't imagine what makes them think they can bully us and legally strong arm us out of our home because we have serious health issues that need to be resolved. Instead Stonybrook with infants health issues at stake are found falsifying their work orders to attempt to claim no problem in violation of Florida statues and harass someone out of their home to avoid the damages. Everyday, my infant baby and young boys cough and hack and every day here is dangerous.

In conclusion we hope this agency, and we were given your number by the Indoor Air Quality Department, can conclude this matter amicably through forcing action and so that the requested repairs, health issues and reimbursements are rectified immediately, as the attached doctor reports show these are very serious problems for anyone inhabiting this residence whether it be my family and children or the next folks. Thank you for your time, effort, and consideration. Please feel free to call us anytime at (561)364-4240.

Thank you for your prompt attention to these matters,

Candice Bernstein

cc: Shirley and Simon Bernstein

Filename: Letter to consumer affairs
Directory: C:\Eliot\stoneybrook
Template: C:\Documents and Settings\eib.CANDY\Application
Data\Microsoft\Templates\Normal.dot
Title: During our residency at Stonybrook Apartments we have made several complaints
Subject:
Author: eib
Keywords:
Comments:
Creation Date: 5/16/2005 12:27:00 PM
Change Number: 3
Last Saved On: 5/16/2005 10:02:00 PM
Last Saved By: eib
Total Editing Time: 592 Minutes
Last Printed On: 5/19/2005 3:33:00 PM
As of Last Complete Printing
Number of Pages: 4
Number of Words: 1,712 (approx.)
Number of Characters: 9,762 (approx.)

BARFIELD, P.A. ATTORNEYS & COUNSELLORS AT LAW

2809 Poinsettia Avenue
West Palm Beach, FL 33407
Voice: (561) 650-8139
Fax: (561) 650-8146
www.barfieldpa.com

This letter begins the retaliatory eviction process, here it is evidenced that Barfield claims that we are being evicted for complaining and that the complaints were false and none of our concerns were valid. This is completely refuted by FPL and health department reports that contradict these statements.

They try this eviction knowing state health officials and the power company have been notified. Classic retaliation.

Later the issues Barfield claims do not exist and tries to site as our fault are found by new management to be true and not due to any neglect of ours.

April 29, 2005

Eliot Bernstein
Shirley Bernstein
And All Others in Possession
10158 Stonehenge Circle, Apt 801
Boynton Beach, FL 33437

Dear Residents:

RE: NOTICE OF TERMINATION OF MONTH TO MONTH TENANCY

This Firm represents the legal interests of JMG Realty, Inc. as managing agents for your Landlord, Stonybrook Apartments at Boynton Beach LLC, dba Stonybrook Apartments (Stonybrook). You are in possession of an apartment unit located at 10158 Stonehenge Circle, Apt 801, Boynton Beach, FL 33437, as month-to-month tenants. Your month-to-month tenancy began August 1, 2003, upon the expiration of the initial term of your lease agreement, to wit: July 31, 2003.

This Notice constitutes written notification, pursuant to your Lease, that your landlord has elected to terminate your month-to-month tenancy, effective May 31, 2005, thus providing you with not less than 30 days notice of such termination. Paragraph 3 of your Lease states in relevant part:

RENEWAL: This lease will continue as a month-to-month lease after the initial term unless or until either you or we give the other at least thirty (30) days written notice of termination. This month-to-month lease shall be continued upon the same terms and provisions hereof...Resident is required to give at least 30 days written notice of termination. Landlord may exercise the same right upon discretion.

Under general principles of contract, neither the landlord nor the tenant is required to explain to the other their reasons for terminating a month-to-month tenancy. However, Stonybrook has requested that we attempt to respond to your voluminous correspondence, which has consumed so much of their time and ours.

On January 21, 2005 you first reported that your air conditioning unit was not functioning to your satisfaction. According to a written work order of the same date, our client immediately dispatched a state-licensed air conditioning technician to your unit to service the air conditioner. Service calls were repeated at your request on January 22nd, January 31st, February 3rd, March 11th and April 20th, but only routine maintenance was deemed necessary.

On March 23, 2005, you wrote to Stonybrook seeking compensation for, among other things, allegedly excessive utility bills, retroactive to April 2003. Your letter alleges various defects in the unit.

Total lie.

This lawyer is nuts. He states here that no mold or mildew is found yet only a few days later the health department finds molds.

Some of these allegations were new, such as faulty electrical outlets and a damaged computer server. Other allegations had already been proven, upon inspection by a qualified technician, to be untrue (e.g. mildew growing from air conditioning vents).

Your letter goes on to demand compensation for damages alleged to have been sustained as the result of conditions in the apartment, and for the cost of moving expenses. In response, and at their own expense, our client obtained evaluations from outside specialists

The air conditioning specialists reported that the a/c unit was in good repair, except that the evaporator coils were bent, possibly from improper attempts to clean them. On April 20, 2005, the on-staff a/c technician was dispatched to your unit to replace the coils. However, the technician reported that he was unable to complete the job because of your own hostile obstruction of his efforts. Your refusal to allow access for necessary repairs is a material violation of Section 83.53 Florida Statutes.

Moreover, the independent reports cited above indicate your own negligence in maintaining the air-conditioner, and in providing proper climate control. You therefore stand in violation of paragraphs 13 and 23 of your lease, and §§83.52(5) and (6) Fla. Stat. Specifically, Proficient Air Conditioning & Management notes that the unit was dirty, suggesting that you had neglected to change the filter free of charge at the leasing office, and Management notes that you failed to bring the filter to the office to pick up a fresh filter.

Here begins Barfield retaliatory eviction actions and abuse of legal process

Further, an independent inspection for alleged mold conducted at our client's expense on April 5, 2005 confirms the findings of the air-conditioner specialists, and provides additional evidence of your failure to maintain proper climate control in the apartment. That report clearly states that the air conditioner is in good working order, apart from damage to the coils - damage which you have prevented your landlord from correcting.

Total lie.

The report notes that the a/c ducts are "clear". Sweating was noted at the a/c registers, along with two isolated incidents of fungal spotting in the apartment. However, the report concludes that these issues are likely the direct result of humidity in the apartment caused by your own acts and omissions. The inspector noted that when he arrived, your thermostat was set to 78°F, and that the sliding glass door and window in the middle bedroom were open. He also noted a "large number of individuals present" who created a high degree of movement in and out of the apartment. According to the report, it is the foregoing factors which account for the high level of humidity in your apartment.

Be advised, therefore, that your claim for damages is denied. Not only have professional inspections contradicted your assertions about defects in the unit, but by having continued to accept performance from your landlord you have waived your right to any a claim against them, pursuant to §83.56(5) Fla. Stat.

Notwithstanding that the facts as you report them are in dispute, are contradicted by the professional inspections conducted in your unit, and are otherwise unsupported by the available evidence, the landlord has agreed to accept the sum of your voluminous correspondence as adequate notice to terminate your tenancy pursuant to Section 83.56(1) Florida Statutes.

That above referenced Statutes provides the exclusive remedy for tenants when a landlord is unable to remedy defects in the unit after employing reasonable efforts, namely, to serve the landlord with 7 days written notice, and then to terminate the tenancy. Your tenancy is thus deemed terminated,

Here begins Barfield retaliatory eviction actions and abuse of legal process

and you must vacate the unit as contemplated by §83.53(1) Fla. Stat., after which you will be relieved of any further obligation with regard to your tenancy.

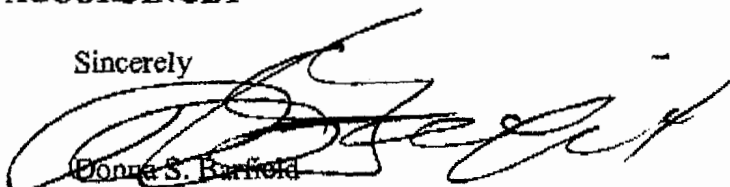
You are being provided 30 days notice by your landlord so as to mitigate any inconvenience arising from the termination of your tenancy. However, §83.53(1) Fla. Stat. provides tenants the option to vacate after the expiration of a 7 day written notice. Therefore, you may vacate the dwelling unit at your convenience on or before May 31, 2005.

Finally, while Management is pleased to continue to assist you directly on matters relating to genuine work order requests, or payment of rent, the sheer volume of your correspondence has become over burdensome to both our client and to ourselves. Since your landlord has afforded you the benefit of every available remedy, it would be unproductive for you to continue to generate prolific levels of correspondence, and its continuance will be considered actionable.

To avoid further liability you must return in your keys, remove your personal property, and surrender possession of the apartment not later than May 31, 2005. You are required to maintain regular monthly rental payments throughout the remainder of your tenancy. Additionally, should you fail to vacate the dwelling unit on or before May 31, 2005, you will be deemed to be holdover tenants, and become subject to paying double the former monthly rent pursuant to Section 83.58 Fla. Stat., and will be deemed to assume all the risk otherwise associated with your continued occupancy.

PLEASE GOVERN YOURSELVES ACCORDINGLY

Sincerely

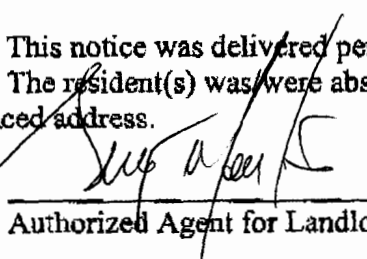

Donna S. Barfield
For the Firm

CERTIFICATION OF SERVICE

I HEREBY CERTIFY:

- This notice was delivered personally
- The resident(s) was/were absent from the residence and this notice was posted at the above referenced address.

BY:


Authorized Agent for Landlord

DATE:

4-29-05

Eliot I. Bernstein

From: Eliot I. Bernstein [iviewit@adelphia.net]
Sent: Thursday, April 14, 2005 8:49 AM
To: Cliff Kohlmeyer (E-mail)
Cc: 'Shirley Bernstein'; 'Simon Bernstein'
Subject: STONYBROOK UNIT 801 HEALTH AND EQUIPMENT ISSUES
Importance: High
Sensitivity: Confidential

PRIVATE & CONFIDENTIAL

Thursday, April 14, 2005 - 8:47:31 AM

Mr. Cliff Kohlmeyer
Paralegal
The Law Offices of Barfield, P.A.
2809 Poinsettia Avenue
West Palm Beach, FL 33407

Re: STONYBROOK UNIT 801 HEALTH AND EQUIPMENT ISSUES

Dear Cliff,

In reviewing the reports from the AC companies, it is apparent that in addition to the information regarding the problems found by FPL, that each of these companies found similar and additional problems with the unit. In addition, although maintenance did their best to plug the leaks, we still find that the unit is leaking and causing mold and mildew in the closet that houses the unit. Also, the new digital thermostat also does not appear to function or to have corrected the problem of the unit not getting a proper reading and turning off. If you set it at 72 degrees, it is about 50 degrees in the house.

I spoke with FPL and they will be coming back to review the work done and again audit the unit. The reports show damaged coils, leaks and both internal and external Freon leaks. The mold and mildew report that was conducted was not transmitted with the AC reports and we await those results and have contacted the county health department who will be coming to inspect for mold and mildew. Could you please transfer that report to us?

The air conditioning unit appears to continue to operate in a faulty fashion and continues to elevate the electric bill and we are wondering what is going on to resolve the problem with any of the AC people who came and found problems. The problems again continue to cause health problems for my family. In addition, the carpet cleaning that was unauthorized and left unfinished, due to the fact that it soaked most of our furniture and the carpets, now leaves a greater smell of mold that makes it almost un-breathable in the unit.

Due to the fact that the service report done by Stonybrook attempted to claim that the maintenance found no problems with the unit and the home, and immediately after it was found that major problems existed, we ask what is being done to correct this versus attempting to cover

up the problems and the resulting health problems and cost problems. The fact that the thermostat has been found faulty and that the AC unit being faulty is the primary cause of the bill and health problems, seems that Stonybrook should be refunding the excess electric bill generated from such unit and cover the costs of the health problems that have arisen.

We appreciate your prompt attention to these matters and if you have any questions or need additional information, please feel free to call.

With best regards,

Eliot I. Bernstein
10158 Stonehenge Circle
#801
Boynton Beach, FL 33437
561-364-4240
iviewit@adelphia.net

THIS MESSAGE AND ITS EMBEDDED FILES INCORPORATED HEREIN CONTAIN INFORMATION THAT IS PROPRIETARY AND CONFIDENTIAL PRIVILEGED INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE PROHIBITED FROM READING, OPENING, PRINTING, COPYING, FORWARDING, OR SAVING THIS MAIL AND IT'S ATTACHMENTS. PLEASE DELETE THE MESSAGE AND ITS EMBEDDED FILES WITHOUT READING, OPENING, PRINTING, COPYING, FORWARDING, OR SAVING THEM, AND NOTIFY THE SENDER IMMEDIATELY. IF YOU ARE THE INTENDED RECIPIENT, YOU ARE PROHIBITED FROM FORWARDING THEM OR OTHERWISE DISCLOSING THESE CONTENTS TO OTHERS, UNLESS EXPRESSLY DESIGNATED BY THE SENDER. THANK YOU!

Post to Account: 11

\$1,585.00

03/30/2005

SHIRLEY BERNSTEIN
7020 LIONSHEAD LANE
BOCA RATON, FL 33496

Metavante Corporation
P.O. Box 7236
Boonville, MO 64617-7236
payroll@metavante.com
1-877-345-5272

Payable through
MBI Bank - AN7100, WI

79-148
758

9077321588

March 30, 2005

PAY One Thousand Five Hundred Eighty Five and NO/100 Dollars

\$*****1,585.00

#FU01 00034486325#

7388624 M031AA 00043718 ENV829326 U 1



VOID - 60 DAYS AFTER ISSUE

TO THE
ORDER OF:

STONYBROOK RENTALS
10206 STONEHENGE CIRCLE
BOYNTON BEACH, FL 33437-3538

Michael D. Hayford

THIS IS A BILL PAYMENT DRAFT WHICH IS DRAWN
BY METAVANTE CORPORATION WITHOUT RECOURSE



Notes: APRIL 2005 RENT



⑈9077321588⑈ ⑆075901480⑆ 917900269⑈43950⑈

STONYBROOK APARTMENT HOMES

April 7, 2005

Shirley Bernstein and all other residents
10158 Stonehenge Circle #801
Boynton Beach, FL 33437

Dear Shirley and all other occupants,

This letter is just to let you know that we have received the rent payment for April 2005 on April 6, 2005 through the US Postal Service. The amount of the check was short \$85.00. I am returning the check so that a new corrected amount can be turned in to the leasing office. Please see the attached copy of the Three-Day Notice with the correct total. If you have any questions regarding this issue, please contact F. Clifford Kohlmeyer, CLA at Donna Barfield's office at 561-650- 8139.

Sincerely,



Daniela Corgan
Property Manager

STONYBROOK APARTMENT
THREE DAY NOTICE
TO PAY RENT OR DELIVER POSSESSION

To: Shirley Bernstein
and any and all others in possession

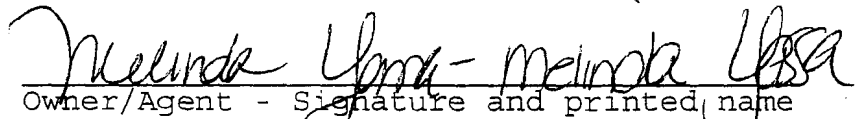
ADDRESS: 10158 Stonehenge Cir # 801
Boynton Beach, FL 33437

Date: 04-04-2005

You are hereby notified that you are indebted to us in the sum of:
\$1,670.00 for the rent and use of the above referenced premises in
Palm Beach County, Florida now occupied by you and that we demand payment
of said rent or that you surrender possession of the said premises within
three (3) days (excluding Saturdays, Sundays, and legal holidays) from the
date of delivery of this notice:

on or before APRIL 07, 2005

YOUR FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN EVICTION PROCEEDINGS
BEING INSTITUTED AGAINST YOU PURSUANT TO SECTION 83.56(3) OF FLORIDA STATUTES



Owner/Agent - Signature and printed name
Stonybrook Apartment Homes/JMG Realty, Inc.
10206 Stonehenge Circle, Boynton Beach, FL 33437
561/364-8090

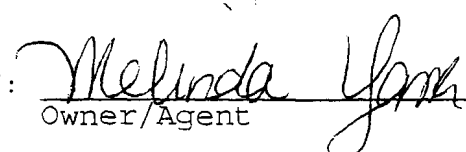
CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

Delivered to _____ by hand.

Posted on the premises described above in the tenants absence on

April 4, 2005.

BY: 
Owner/Agent

CASHIER'S CHECK OR MONEY ORDER ONLY. Pursuant to your lease agreement,
*** Continued on next page ****

*** Continued from previous page ***

AF L 07, 2005

paragraph 2, "All late payments must be made by cashier's check or money order."

WWW.PROFICIENTAIR.COM

SERVICE ORDER INVOICE D 03366



Broward 954-748-COLD (2653)
 Boca 561-285-COLD (2653)
 Toll Free 866-930-COLD (2653)
 Fax 954-747-0629
 Email: proficientair@aol.com

4747 North Nob Hill Road • Suite 5 • Sunrise, FL 33351
 License # CAC057803

FOR OFFICE USE ONLY

Claim that unit is in proper working order is false and later proven false. This constitutes liability for false reporting, also video shows much different findings.

DESCRIPTION OF WORK PERFORMED	
UNIT IS IN PROPER WORKING ORDER	
RECOMMEND CHANGING FILTERS	
3 MAY 30 DAYS.	
Ambient Temp 75°F	
Psi 67/215	
TD 17° 37°/74°	
inside Fan Amps 2.1 @ 244V	
9.900	
Completed by Stonybrook.	
Although they recommend new coils, this is never completed by Stonybrook.	
Carbonem. coils. About 12 1/2 lbs	
V.B.	

NAME <i>Stony Brook</i>	
STREET <i>10206 Stonebridge</i>	DATE <i>4-5-05</i>
CITY <i>Bounton Bch.</i>	ZIP CODE <i>33437</i>
HOME PHONE <i>361-364-8090</i>	WORK-CELL #
TECHNICIAN <i>Fel S.</i>	TRUCK # <i>47</i>
WORK TO BE PERFORMED	
CUPACKAGE EQUIPMENT	AHU
NAME <i>Carrier</i>	NAME
MODEL	MODEL
SERIAL NUMBER	SERIAL NUMBER
LOCATION <i>Unit # 10158</i>	

Although they recommend new coils, this is never completed by Stonybrook.

QTY.	MATERIALS & SERVICES	UNIT PRICE	AMOUNT
1	Service Call	65.00	65.00
1	Light Workbook	125.00	125.00

REFRIGERANT RECOVERY	
RECOVER AMOUNT	LBS.
CHARGE AMOUNT	LBS.

ENVIRONMENTAL		TOTAL MATERIALS	140.00
LIMITED WARRANTY:		TOTAL LABOR	
Parts of air conditioning unit not covered under warranty. Any & all drain leaks resulting from their lines leaving equipment. Any water damage incurred from drain clogs. Any electrical components leading up to unit are not covered. Freon lines are not covered unless replaced (Dirty Filter, Dirty Compressor).		PG DISCOUNT	
Warranty only on equipment that has been replaced. All materials, parts and equipment are warranted by the manufacturer's or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.		TOTAL	140.00
Emergency Service on MFR Backed Warranties. Mon - Fri 8AM to 5PM. Trip Charge Applies for After Hours.		TAX INCLUDED	
Thank You			

REPLACEMENT ESTIMATE

OPTION #1
OPTION #2
OPTION #3
TERMS

21201 Check

Claim that unit is in proper working order is false and later proven false. This constitutes liability for false reporting, also video shows much different findings.

Returned
 [Signature] 4/5/05
 CUSTOMER SIGNATURE DATE

Services on ALL Brands of Major Appliances and Commercial Restaurant Equipment



Air Around The Clock A/C & Appliance Service

A/C Sales, Service and Installation for high efficiency system

C/N: 157272
http://www.atcair.com

MAIN OFFICE: 5337-43 NOB HILL ROAD
SUNRISE, FL 33351

JESSICA M
State Lic. #
Ins. #CAC053821

Broward

Boca

Toll Free

(954) 742-5544

(561) 395-7799

1-800-741-1033

STONYBROOK APARTMENTS,
10206 STONEHENGE CIR
STONYBROOK APARTMENTS
BOYNTON BEACH, FL 33437-0000
c (954) 692-9367
Phone:
Work: (561) 364-8090

Date: 04/06/2005 571100 Tuesday
Manufacturer: UNKNOWN
Appliance: AIR CONDITIONER
Model #:
Serial #:
Date Purch: / /

GENERAL CHECK

M-FFIDNA030005AAAA
S-4500A53628
M-38CKL030330

\$69.95

**CONTACT PROPERTY MGR
CELL PHONE W/ETA**

Even though he states he found no freon leaks, on the video tape he is filmed talking about freon leaks while testing with a freon leak tester. The video show freon leaking everywhere. This is a serious misleading report and is contradicted by video evidence.

** COD **

Unit's age: UNKNOWN

SRVCT: 0 Expires: / / Type:

Even though he states he found no freon leaks, on the video tape he is filmed talking about freon leaks while testing with a freon leak tester. The video show freon leaking everywhere. This is a serious misleading report and is contradicted by video evidence.

Completed by Scott L

I found the 2 1/2 front return carrier evap coil is 30% crushed, pressures 60/240, cond. fan Amps .8, compressor Amps 9.8, evap fan Amps 1.6

Brand	
Seer	Size
Copper Size	
R Lines Needed	Y N
A/H Position	V H
A/H Wire Size	wire/breaker
Cond Wire Sz	wire/breaker
Heat Size	
Thermostat	Y N
A/H Loc	
Slab	Y N
SP Return	Y N

16" TD 72" in 56" out, TD should be inbetween 15" to 20", I recommend installing a new 2 1/2 ton 10seer carrier (front return) evap coil 4 pan 695

I checked both the cond. & A/H for freon leaks and found none
paid in bill for the S/C
DISPOSAL FEE CK# 2230
TOTAL 69.95

ENVIRONMENTAL CHECK LIST

NO	TYPE	SYSTEM	DATE
1	REFRIG		
2	RECOVERED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
3	RECYCLED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
4	RECLAIMED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
5	RETURNED TO THIS SYSTEM?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
6	DISPOSAL		
7	NON-USEABLE	YES <input type="checkbox"/> NO <input type="checkbox"/>	
8	DISPOSAL		

All Service Work (guarantee/warranty) will be performed during normal working hours: Mon. - Fri. 8 to 5; Sat. 8 to 12

Signature of Daniela Corjan
DEPARTURE TIME

Eliot I. Bernstein

From: Eliot I. Bernstein [iviewit@adelphia.net]
Sent: Monday, April 04, 2005 6:47 AM
To: 'dbarfield@barfieldpa.com'; 'ckohlmeyer@barfieldpa.com'
Cc: 'bean@adelphia.net'
Subject: Eliot Bernstein - Stoneybrook 801
Importance: High
Sensitivity: Confidential
Contacts: Cliff Kohlmeyer

Cliff – I am not sure if the last letter I sent had the FPL report attached, this one does.

PRIVATE & CONFIDENTIAL

Wednesday, March 30, 2005

Mr. Cliff Kohlmeyer
Paralegal
The Law Offices of Barfield, P.A.
2809 Poinsettia Avenue
West Palm Beach, FL 33407

Re: STONEYBROOKE UNIT 801

Dear Cliff,

Thank you for your attention to the matters at Stoneybrooke. Per our conversation, I have attached the information previously sent to Stoneybrooke that should contain most of the information regarding the faulty appliances and health hazards occurring in our unit. If you have any questions or need additional information please feel free to contact me.

With best regards,



Eliot I. Bernstein

10158 Stonehenge Circle
#801
Boynton Beach, FL 33437
561-364-4240
iviewit@adelphia.net

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FORWARDING THEM OR OTHERWISE DISCLOSING THESE CONTENTS TO OTHERS, UNLESS EXPRESSLY DESIGNATED BY THE SENDER. THANK YOU!

--

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Version: 7.0.308 / Virus Database: 266.8.6 - Release Date: 3/30/2005

These problems have been reported for two years with no resolution and multiple visits to the unit for complaints of mildew, broken ac unit, extraordinary energy bills.

RECEIVED
By Eliot I. Bernstein at 7:39 pm, 4/4/05

Resident Shirley Bernstein and Stoneybrook ordered and FPL audit.

SERVICE ORDER

RESIDENT: BERNSTEIN, SHIRLEY
DEVELOPMENT: Stonybrook Apartment Homes
ADDRESS: 10158 Stonehenge Cir # 801
UNIT: 42-042-H -801
PHONE: -364-4240 (HOME)
PRIORITY: THREE

NUMBER: 00002359-
DATE: 03/11/2005 FR
TIME: 4:57 PM
BY: ASSISTMGR

<p>SERVICE REQUESTED A/C KEEPS FREEZING UP. THIS HAS BEEN HAPPENING CONTINUOSLY. PLEASE FIX. ALSO, DISHWASHER BASE IS OFF BALANCE. PLEASE ADJUST. THANKS</p>	<p>SERVICE COMPLETED</p> <p>Add FROM [Signature] (119)</p>																
<p>FOLLOW-UP</p>	<p>COMPONENTS SERVICED TODAY (circle)</p>																
<p>NOTES</p>	<p>PARTS (I)NSTALLED or (P)ARTS ON ORDER</p> <table border="1"> <thead> <tr> <th>DESC</th> <th>PART#</th> <th>QTY (I)</th> <th>(P)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	DESC	PART#	QTY (I)	(P)												
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LABOR#	DATE	HOURS	MINUTES														

DEVELOPMENT: Stonybrook Apartment Homes
ADDRESS: 10158 Stonehenge Cir # 801
TYPE: SERVICE
ASSIGNED: / / **COMPLETED:** / /

NUMBER: 00002359-
DATE: 03/11/2005 FR
TIME: 4:57 PM
PRIORITY: THREE

SERVICE ORDER

Rust from condensation from air conditioning unit and leaking. See FPL report. If ducts were clean why did the have them cleaned?

both fpl and duct cleaner found leaks, mold and mildew. duct cleaner had us wash them in bleach. see video and images.

RESIDENT: BERNSTEIN
 DEVELOPMENT: Stonybrook
 ADDRESS: 10158 Stonehenge Cir # 801
 UNIT: 42-042-H -801
 PHONE: -364-4240 (HOME)
 PRIORITY: THREE

BY: _____ MANAGER

SERVICE REQUEST CHECK A/C
 Coils are broken and damaged per fpl, recommended that unit be replaced. Thermostat broke according to FPL, found leaks and broken plumbing, see attached video and images.

A/C Doors were clean
 Vents

SERVICE COMPLETED

Sergio went in with Ricky as a witness They told them that they don't have to change to the better company that all she wanted was a carpet clean.

FOLLOW-UP

A/C temp is (inside) 75°
 68° / 230°
 There is no (visual) sign of water damage.

Rust from condensation from air conditioning unit and leaking. See FPL report. If ducts were clean why did the have them cleaned?

COMPONENTS SERVICED TODAY (circle)

Noted couple of doors like one in kitchen rust from not being clean
 Sergio looked in & Temp's ok - no sign of mold or mildew

both fpl and duct cleaner found leaks, mold and mildew. duct cleaner had us wash them in bleach. see video and images.

NOTES
 Last filter change we note a vent, very dirty coils. Told them to keep it clean.

Coils are broken and damaged per fpl, recommended that unit be replaced. Thermostat broke according to FPL, found leaks and broken plumbing, see attached video and images.

PARTS

DESC	PART#	QTY (I)	(P)

LABOR# _____

COMPLETED BY: [Signature]
 DATE: 3-16-05

DEVELOPMENT: Stonybrook Apartment Homes
 ADDRESS: 10158 Stonehenge Cir # 801
 TYPE: SERVICE
 ASSIGNED: / / COMPLETED: / /

NUMBER: 00002380-
 DATE: 03/16/2005 WE
 TIME: 2:54 PM
 PRIORITY: THREE

SERVICE ORDER

attempting to fix a broken "compressor" and clean up the water damages. See notes and imaged on the same day, minutes before they arrived. FPL noticed leaks and broken plumbing in addition to the faulty unit. They replaced the thermostat as that was not also not working and per FPL the reason for the extraordinary billings.

RESIDENT: BERNSTEIN, SHIRLEY
 DEVELOPMENT: Stonybrook Apartment Home
 ADDRESS: 10158 Stonehenge Cir # 801
 UNIT: 42-042-H -801
 PHONE: -364-4240 (HOME)
 PRIORITY: THREE

DATE: 03/29/2005 TU
 TIME: 1:41 PM
 BY: MANAGER

<p>SERVICE REQUESTED CHECK TSTAT AND COOLING AND IF ANY LEAKING IS OCCURRING PER FPL STATEMENT</p> <p>Spent enormous time attempting to clean up water damage and mildews from unit.</p>	<p>SERVICE COMPLETED</p> <p><i>[Signature]</i></p>												
<p>FOLLOW-UP <i>failed on thermostat</i> <i>temp - inside it reads 68°</i> <i>then A/C temp to 75° and A/C stops</i> <i>will replace thermostat.</i></p>	<p>COMPONENTS SERVICED TODAY (circle)</p> <p>Totally false - they spent 3 sessions at the house, all on unannounced visits attempting to fix and clean up the leaks and damages discovered by FPL. Culminating in work from 4-8pm on Friday April 1, 2005 and whereby they spent time attempting to fix a broken "compressor" and clean up the water damages. See notes and imaged on the same day, minutes before they arrived. FPL noticed leaks and broken plumbing in addition to the faulty unit. They replaced the thermostat as that was not also not working and per FPL the reason for the extraordinary billings.</p>												
<p>NOTES <i>But everything seems to be working the way it should be. No leaks found</i></p>	<p>PARTS (I)NSTALLED or (P)ARTS ON ORDER</p> <table border="1"> <thead> <tr> <th>DESC</th> <th>PART#</th> <th>QTY (I)</th> <th>(P)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DESC	PART#	QTY (I)	(P)								
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<p>LABOR# DATE HOURS MINUTES</p> <p>Spent enormous time attempting to clean up water damage and mildews from unit.</p>	<p>COMPLETED BY <i>[Signature]</i></p> <p>DATE 3-29-05</p>												

DEVELOPMENT: Stonybrook Apartment Homes
 ADDRESS: 10158 Stonehenge Cir # 801
 TYPE: SERVICE
 ASSIGNED: / / COMPLETED: / /

NUMBER: 00002423-
 DATE: 03/29/2005 TU
 TIME: 1:41 PM
 PRIORITY: THREE

Eliot I. Bernstein

From: Eliot I. Bernstein [iviewit@adelphia.net]
Sent: Monday, April 04, 2005 6:27 PM
To: 'dbarfield@barfieldpa.com'; 'ckohlmeyer@barfieldpa.com'
Cc: 'bean@adelphia.net'
Subject: Eliot Bernstein - Stoneybrook 801
Importance: High
Sensitivity: Confidential
Contacts: Cliff Kohlmeyer

PRIVATE & CONFIDENTIAL

Monday, April 04, 2005

Mr. Cliff Kohlmeyer
Paralegal
The Law Offices of Barfield, P.A.
2809 Poinsettia Avenue
West Palm Beach, FL 33407

Re: STONEYBROOK UNIT 801

Dear Cliff,

I am not sure if this rush to a 3 day pay or quit is intentional harassment when this has previously not occurred on the 4th and if it is a predicated attempt at retaliatory conduct as defined under The **2004 FLORIDA STATUTES CHAPTER 83 LANDLORD AND TENANT PART II RESIDENTIAL TENANCIES (SS. 83.40-83.682) – SEC 83.64 RETALIATORY CONDUCT**. That notice was prior given of faulty utilities provided by the landlord and where health problems have resulted. That information relating to these issues was prior passed over the last weeks to the landlord and where the damages caused thus far remain far in excess of the rent, and where such resolution remains at issue, it seems odd that a rush to eviction has been filed. We have not asked for such delay in rent due to damages and have

4/5/2005

merely asked for the amount of overcharge in utilities to be refunded and the reimbursements for the health problems, which all seem to relate to the faulty unit, the leaks and mildew it caused throughout the house. The maintenance men have since worked over 3 days, with over 10 hours in the house and outside on the air conditioner unit attempting to fix the problems.

Your new request for an unbiased audit, done by a company of managements choosing, in order to compare against the unbiased audit done by an experienced (over 20 years) FPL energy consultant seems a bit more of an attempt to not take full corrective actions, after attempting to repair. Please feel free to call.

With best regards,



Eliot I. Bernstein

10158 Stonehenge Circle
#801
Boynton Beach, FL 33437
561-364-4240
iviewit@adelphia.net

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--

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Version: 7.0.308 / Virus Database: 266.8.6 - Release Date: 3/30/2005

4/5/2005

STONYBROOK APARTMENTS
THREE DAY NOTICE
TO PAY RENT OR DELIVER POSSESSION

To: Shirley Bernstein
and any and all others in possession

ADDRESS: 10158 Stonehenge Cir # 801
Boynton Beach, FL 33437

Date: 04-04-2005

You are hereby notified that you are indebted to us in the sum of:
\$1,670.00 for the rent and use of the above referenced premises in
Palm Beach County, Florida now occupied by you and that we demand payment
of said rent or that you surrender possession of the said premises within
three (3) days (excluding Saturdays, Sundays, and legal holidays) from the
date of delivery of this notice:

on or before APRIL 07, 2005

YOUR FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN EVICTION PROCEEDINGS
BEING INSTITUTED AGAINST YOU PURSUANT TO SECTION 83.56(3) OF FLORIDA STATUTES

Melinda Yonka - melinda yonka

Owner/Agent - Signature and printed name
Stonybrook Apartment Homes/JMG Realty, Inc.
10206 Stonehenge Circle, Boynton Beach, FL 33437
561/364-8090

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

Delivered to _____ by hand.

Posted on the premises described above in the tenants absence on
April 4, 2005.

BY: *Melinda Yonka*
Owner/Agent

CASHIER'S CHECK OR MONEY ORDER ONLY. Pursuant to your lease agreement,
*** Continued on next page ***

*** Continued from previous page ***

APRIL 07, 2005

paragraph 2, "All late payments must be made by cashier's check or money order."

Eliot I. Bernstein

From: Cliff Kohlmeyer [ckohlmeyer@barfieldpa.com]
Sent: Monday, April 04, 2005 9:23 AM
To: iviewit@adelphia.net
Cc: ckohlmeyer@barfieldpa.com
Subject: RE: Eliot Bernstein - Stoneybrook 801
Sensitivity: Confidential

Dear Mr. Bernstein:

Thank you for your e-mail, with attachments.

I will forward Stonybrook your request t for copies of work orders. The air conditioning technician who management has sent previously is a state licensed a/c technician. However, we suggested bringing in outside a/c contractors to give an independent assessment, and Stonybrook has agreed.

These technicians will be entering the unit tomorrow, 4/5/05, accompanied by at least one member of staff. Thank you for your continued cooperation!

Best Regards

Cliff Kohlmeyer, CLA
For the Firm

-----Original Message-----

From: Eliot I. Bernstein [mailto:iviewit@adelphia.net]
Sent: Monday, April 04, 2005 6:47 AM
To: dbarfield@barfieldpa.com; ckohlmeyer@barfieldpa.com
Cc: bean@adelphia.net
Subject: Eliot Bernstein - Stoneybrook 801
Importance: High
Sensitivity: Confidential

Cliff – I am not sure if the last letter I sent had the FPL report attached, this one does.

PRIVATE & CONFIDENTIAL

Wednesday, March 30, 2005

Mr. Cliff Kohlmeyer
Paralegal
The Law Offices of Barfield, P.A.
2809 Poinsettia Avenue
West Palm Beach, FL 33407

Re: STONEYBROOKE UNIT 801

Dear Cliff,

Thank you for your attention to the matters at Stoneybrooke. Per our conversation, I have attached the information previously sent to Stoneybrooke that should contain most of the information regarding the faulty appliances and health hazards occurring in our unit. If you have any questions or need additional information please feel free to contact me.

With best regards,



Eliot I. Bernstein

10158 Stonehenge Circle
#801
Boynton Beach, FL 33437
561-364-4240
iviewit@adelphia.net

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Version: 7.0.308 / Virus Database: 266.8.6 - Release Date: 3/30/2005

Eliot I. Bernstein

From: Eliot I. Bernstein [iviewit@adelphia.net]
Sent: Saturday, April 02, 2005 6:10 AM
To: 'dbarfield@barfieldpa.com'; 'ckohlmeyer@barfieldpa.com'
Cc: 'bean@adelphia.net'
Subject: Eliot Bernstein - Stoneybrook 801
Importance: High
Sensitivity: Confidential
Contacts: Cliff Kohlmeyer

PRIVATE & CONFIDENTIAL

Saturday, April 02, 2005 - 05:55:39

Mr. Cliff Kohlmeyer
Paralegal
The Law Offices of Barfield, P.A.
2809 Poinsettia Avenue
West Palm Beach, FL 33407

Re: STONEYBROOKE UNIT 801

Dear Cliff,

Thanks for your call yesterday regarding the maintenance crew arriving to try and fix this air unit. Over the last few days they have been showing up daily attempting to fix the problems with the unit, they were here from 4-8pm yesterday alone. But at least we are heading in the right direction. They have replaced the thermostat but the unit still looks to be having problems. In regard to the Tuesday independent auditor you have selected, is this to measure the improvement since the FPL report and the fixes they have been making to the unit since? In the end I would still like FPL to come back and review the changes, as the man who did the audit seemed highly competent and is also independent in his audit. I am not sure why they have not sent out an air conditioning specialist instead of maintenance but that seems their prerogative.

It is apparent that problems exist and existed with this unit, that until the FPL report were consistently overlooked for the two years we have complained about not only the outrageous cost but the other health problems which seem to be stemming in part to the faulty unit. I think now that the problem has been identified by FPL we should start to keep an accurate log of all changes and service going forward. So if Stoneybrooke is planning on sending anyone else, please have them notify me or you in writing of when and procure a service ticket with work contemplated and then completed. I think at this point it is best to document everything. If you could, please have Stoneybrooke produce service records for all maintenance visits to the unit over the last several weeks. As I mentioned when they came out prior to the FPL audit, they stated the unit was working at 60% and that it was fine, now after the audit we are discovering all kinds of problems that have been or have attempted to be resolved.

With best regards,

4/5/2005

Eliot I. Bernstein
10158 Stonehenge Circle
#801
Boynton Beach, FL 33437
561-364-4240
iviewit@adelphia.net

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Version: 7.0.308 / Virus Database: 266.8.6 - Release Date: 3/30/2005

Eliot I. Bernstein

From: Eliot I. Bernstein [iviewit@adelphia.net]
Sent: Wednesday, March 30, 2005 10:29 AM
To: 'dbarfield@barfieldpa.com'; 'ckohlmeyer@barfieldpa.com'
Cc: 'bean@adelphia.net'
Subject: Eliot Bernstein - Stoneybrook 801
Importance: High
Sensitivity: Confidential
Contacts: Cliff Kohlmeyer

PRIVATE & CONFIDENTIAL

Wednesday, March 30, 2005

Mr. Cliff Kohlmeyer
Paralegal
The Law Offices of Barfield, P.A.
2809 Poinsettia Avenue
West Palm Beach, FL 33407

Re: STONEYBROOKE UNIT 801

Dear Cliff,

Thank you for your attention to the matters at Stoneybrooke. Per our conversation, I have attached the information previously sent to Stoneybrooke that should contain most of the information regarding the faulty appliances and health hazards occurring in our unit. If you have any questions or need additional information please feel free to contact me.

With best regards,



Eliot I. Bernstein

10158 Stonehenge Circle
#801
Boynton Beach, FL 33437
561-364-4240
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SENDER. THANK YOU!

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Version: 7.0.308 / Virus Database: 266.8.6 - Release Date: 3/30/2005

Wednesday, March 23, 2005 - 2:46:40 PM

RE: **UNIT 801 – UNIT UNHEALTHY AND FAULTY APPLIANCES**

Dear Stoneybrooke Apt Management,

Several issues we would like to resolve and require IMMEDIATE attention with no further neglect or avoidance. First, since we moved in we have complained that our electric bill was outrageous and the air conditioner did not work properly, never turned off, etc. You send your maintenance crew that repeatedly said the unit was fine. Recently the problems have just increased with the unit, with the mildew and subsequent health problems we have complained of over the past ninety days. At the request of the lessee of the property Shirley Bernstein an energy study was requested by FPL, who came and said the unit has a faulty air conditioning unit and a broken thermostat and is just running up a bill as it never turns off. See the attached energy report. FPL stated usage at the home with all appliances should be no more than \$100-120/month and that certainly this had been the highest he had ever seen at these units. He stated that the problem went back all the way before we moved in, see report which shows that since moving in, the faulty unit has caused excessive use of energy costing us in energy bills.

The theory of avoidance of the problem has led to health issues and the cleaning of the air ducts, which again based on what the vent cleaning guy said they were filthy and molding probably due to the faulty and leaking unit. The unit also is noted as leaking by the FPL service man. Yet your maintenance has stated it was fine repeatedly although we consistently showed frozen unit, water leakage, mildew and mildewed and frozen coil and they came and went. They stated to replace the filter, we did almost bi-weekly. The mildew and damage caused by the leaking unit is causing further health problems. The units failure also caused leaking out of the walls at the vents, which when we asked for paint to cover it up, you stated you did not cover paint, we went and spent \$180 to paint it ourselves and clean the mildew daily that was growing from the vents. We have been complaining about these problems and have always been assured that it was fine, when an ac company should have come and fixed it. The fact that it was broken and causing high usage when we moved in is indication that this problem was known about by prior tenants.

Because the thermostat and faulty unit continuously operate they create condensation and mildew which everyone can smell and it drips from the units onto the carpets etc. as it is down the walls. Several weeks ago, in an attempt to claim that Candice was at fault for cleaning the unit, the bill and history show the unit faulty since tenancy began.

Since the unit has been targeted as faulty by your maintenance, FPL and the vent company and your failure to maintain the unit has caused these problems we are asking the following:

1. A cash payment for all energy bills over the \$100 estimate of fpl for this unit, for all months. This amounts to:

- a. \$5933.66 since 4/14/03 which is 24 months (we will get exact, waiting for bills), less what the bill should have been had the appliances operated properly from the start \$2400, equals and amount owed of \$3533.66
- b. We would like to pick up this check by early next week as we have already laid out this money to cover the cost of your faulty appliance.
2. A refund for all painting due to water damage from vents leaking @\$150
3. A full and complete carpet cleaning or entire carpet replacement, in light of the fact that the water leaks from the unit are extensive throughout the vents (according to vent man), the mildew and grunge have permeated the entire unit. Also he has failed to return to put the vents back up and left them scattered throughout the house.
4. A refund of all respiratory doctor visits over the last year that the family has suffered, also including recent coughing of blood that may be attributable to the mildew and fungus that had grown over the time that the unit was neglected to be fixed properly.
5. A complete and thorough disinfecting of the unit or moving into a clean and functioning new unit with moving costs included
6. Further, yesterday you sent the vent man to do the vents after missing the appointment the day before when we had prepared for such and where no one called to cancel. Yesterday when he arrived, we asked about the carpets and if he had heard from the office if they had approved the carpet cleaning. He said he did not know, he would have to check, he had no time to do it and would have to come back for that anyway. We told him we were not ready yet either but to let us know. Daniella had someone take pictures the other day and we simply inquired if he knew. In no way did we authorize him to clean our carpets. In fact, we did not anticipate that in the time it took us to go have lunch at RJ Gators that he would have rambo'd the house and cleaned the carpets, without your authorization, without our authorization and ability to prepare for a carpet clean. Instead he just did what he wanted and I am not responsible in any way for his actions. He did say he might have to clean some of the carpet as he was blowing stuff (mildew and rot) out the vents and onto the floor. Well in doing a job of carpet cleaning he failed to move items, he damaged other items, he did not put down plastic and now more rotting is happening on our furniture and the likes and this has just made the whole problem worse. He soaked the carpet and then just put things back on it, causing a major problems. When moving computer servers that were on the floor and operating he broke some of the raid arrays (3) running which are very expensive units and very delicate, they were toppled over and two of them are not responding. I have called the manufacturer to see if we can fix.
7. Also, the faulty electrical in the kids room that we complained ruined the tv and monitor during the hurricanes even with surge protection, appears to also be suspect as the ac units constant running has been causing power surges which may be contributing to our problems. Do you have

insurance under these circumstances as we filed with FEMA regarding this and they thought it may have been the unit and not covered by them.

8. Finally, the rude and accusatory language by Melinda regarding the carpet cleaning man cleaning the carpet being our cost, are not only wrong but insulting, in attempting to avoid these issues the costs are mounting.
9. Please advise us immediately as the health issues could be causing serious problems as we send you the medical information about the coughing of blood last week you requested.

With best regards,

A handwritten signature in black ink, appearing to read 'E.I. Bernstein', written in a cursive style.

Eliot I. Bernstein

Candice and Eliot Bernstein Tenants #801

Ecopy: Shirley Bernstein – Lessee
Simon Bernstein - Lessee

Encl: FPL Energy Report



FPL STATES BILL SHOULD BE 100-120 AND THAT FAULTY AIR UNIT AND LEAKING IS CAUSING BILL TO BE HIGH WINTER, SPRING, SUMMER AND FALL AND THAT THE THERMOSTAT IS OFF MAKING UNIT NEVER SHUT DOWN PROPERLY. NOTES WATER DAMAGES, LEAKS AND CONDENSATION IN VENTS.

Customer Name: ELIOT BERNSTEIN

Address: 10158 STONEHENGE CIR APT 801

Phone: (561) 364-4240

Bill Account Number: 2171739416

District: 41

Premise: 751063447

Representative Name: Doug Klein

FPL Contact Phone: (561)495-7632 x

Meter Number: 5C 10348

BILLING HISTORY

<u>Svc. Date</u>	<u>Days</u>	<u>KWH</u>	<u>Kwh/Day</u>	<u>KWD</u>	<u>Electric Amt</u>	<u>BB Amt</u>	<u>Total Bill Amt</u>	<u>Date Due</u>	<u>Rdg Meter1</u>
03/17/2005	30	2,517	84	0	\$ 258.08	\$ 0.00	\$ 691.36	04/18/200	85740
02/15/2005	32	2,443	76	0	\$ 244.61	\$ 0.00	\$ 377.01	03/18/200	83223
01/14/2005	32	2,434	76	0	\$ 243.69	\$ 0.00	\$ 1,818.19	02/14/200	80780
12/13/2004	33	2,806	85	0	\$ 270.95	\$ 0.00	\$ 579.31	01/13/200	78346
11/10/2004	29	2,702	93	0	\$ 260.80	\$ 0.00	\$ 1,110.28	12/13/200	75540
10/12/2004	29	2,777	96	0	\$ 268.13	\$ 0.00	\$ 968.07	11/12/200	72838
09/13/2004	32	2,886	90	0	\$ 278.76	\$ 0.00	\$ 858.72	10/14/200	70061
08/12/2004	29	2,987	103	0	\$ 288.62	\$ 0.00	\$ 579.96	09/13/200	67175
07/14/2004	30	3,018	101	0	\$ 291.65	\$ 0.00	\$ 563.67	08/16/200	64188
06/14/2004	32	2,820	88	0	\$ 272.33	\$ 0.00	\$ 488.38	07/15/200	61170
05/13/2004	29	2,380	82	0	\$ 229.35	\$ 0.00	\$ 457.57	06/14/200	58350
04/14/2004	29	2,123	73	0	\$ 204.63	\$ 0.00	\$ 436.22	05/17/200	55970
03/16/2004	29	2,161	75	0	\$ 208.35	\$ 0.00	\$ 446.55	04/16/200	53847
02/16/2004	33	2,478	75	0	\$ 239.35	\$ 0.00	\$ 238.20	03/18/200	51686
01/14/2004	34	2,368	70	0	\$ 228.59	\$ 0.00	\$ 251.83	02/16/200	49208
12/11/2003	33	2,264	69	0	\$ 219.28	\$ 0.00	\$ 219.28	01/12/200	46840
11/08/2003	29	2,379	82	0	\$ 229.66	\$ 0.00	\$ 464.41	12/11/200	44576
10/10/2003	29	2,431	84	0	\$ 234.75	\$ 0.00	\$ 488.67	11/10/200	42197
09/11/2003	30	2,627	88	0	\$ 253.92	\$ 0.00	\$ 788.13	10/13/200	39766
08/12/2003	29	2,630	91	0	\$ 254.21	\$ 0.00	\$ 531.57	09/12/200	37139
07/14/2003	33	3,032	92	0	\$ 277.37	\$ 0.00	\$ 277.36	08/14/200	34509
06/11/2003	29	2,489	86	0	\$ 227.14	\$ 0.00	\$ 227.15	07/14/200	31477
05/13/2003	29	2,432	84	0	\$ 221.88	\$ 0.00	\$ 454.63	06/03/200	28988
04/14/2003	31	2,484	80	0	\$ 227.56	\$ 0.00	\$ 345.78	05/05/200	26556



CUSTOMER NAME: ELIOT BERNSTEIN DATE: 3/23/05
 ADDRESS: 10158 STONEHENGE CIR APT 801 BOYNTON BEACH 33437
 PHONE: (561) 364-4240
 BILL ACCOUNT NUMBER: 2171739416 METER NUMBER: 5C 10348 DISTRICT: 41
 FPL REPRESENTATIVE NAME: Doug Klein FPL CONTACT PHONE: (561) 495-7622

Customer Billing Inquiry Summary

FPL hopes that the information below provides some helpful answers to your inquiry. Many factors can impact your electrical usage and billing. After careful review of your account, FPL believes that the following are the primary cause(s) of your high bill inquiry.

- Weather Related Issues
- Equipment/Appliances Issues
- Estimated Bill
- Under/Over Read
- Billing Issues
- Meter Condition
- Energy Use
- Condition of Home
- Switched Meters
- Other

Meter Analysis

Previous Meter Reading: 85740 Last Read Date: 3/17/05 Average KWH/Day: 84
 Current Meter Reading: 86328 Current Usage: 588 Current KWH/Day: 98
 Next Projected Bill Based on Current Reading: \$ 249.90 (Excludes taxes, fees, and may vary based on fluctuations in daily usage.)

Item	Plate Wattage	Actual Wattage	Comments
Split AC	3,404	3,812	SUPPLY PLENUM TEMP=63 DEGREES
Hot Water Tank	4,500	4,547	125 DEGREES

The field load test indicates that the meter serving your home is measuring your usage accurately.

Comments:

T-STAT DOES NOT APPEAR TO BE ACCURATE. AIR CONDITIONER DOES NOT APPEAR TO BE COOLING PROPERLY. AIR CONDITIONER LEAKING WATER. CUSTOMER AVERAGING 98 KWH PER DAY SENCE LAST BILLING PERIOD.

This report provides information to address your bill inquiry. For a more complete and comprehensive analysis, use this report along with the Home Energy Survey for additional energy saving tips.

For additional energy information, please visit our website at www.fpl.com.



3/23/05

ELIOT BERNSTEIN
10158 STONEHENGE CIR APT 801
BOYNTON BEACH
33437

RE: 2171739416

Dear ELIOT BERNSTEIN:

Thank you for participating in FPL's Home Energy Survey. FPL is making it simple to understand energy use and save money on electric bills. That's because we offer a wide variety of programs and tips to help keep bills down and become energy efficient.

Remember, to start saving right away be sure to follow the money-saving ideas outlined just for you in your report.

In addition, included are selected brochures that can help answer your energy questions.

We'd be happy to talk to you about our programs or help you with any energy-related questions or issues you may have. Simply contact me at (561) 495-7632 or by e-mail at d_p_Klein@fpl.com.

Sincerely,

Doug Klein



Home Energy SURVEY

ELIOT BERNSTEIN
10158 STONEHENGE CIR APT 801
BOYNTON BEACH, FL 33437

2171739416
10158 STONEHENGE CIR APT
801

BERNSTEIN Household Energy Report

FPL is making it simple to understand energy use and save money on electric bills. That's because we offer a wide variety of programs and tips to help keep bills down and become energy efficient.

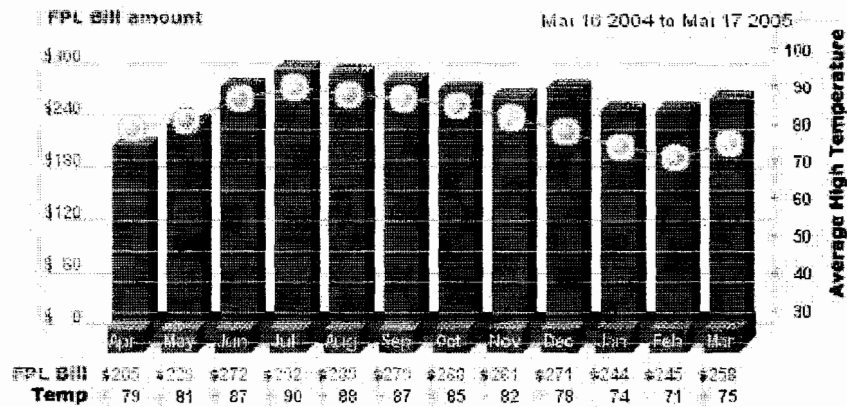
This report has money-saving ideas selected just for you, including:

- Powerful FPL programs to simplify making your home energy efficient, and
- Easy and effective tips to control your appliances - and your electric bill.

Our programs and tips are easy to use, so you can start saving right away. And when you're in control of your energy usage, you'll see that saving money has never been simpler. You can see and update this report through FPL's Online Home Energy Survey at www.fpl.com And, if you have questions just call us at 1-800-347-3132.

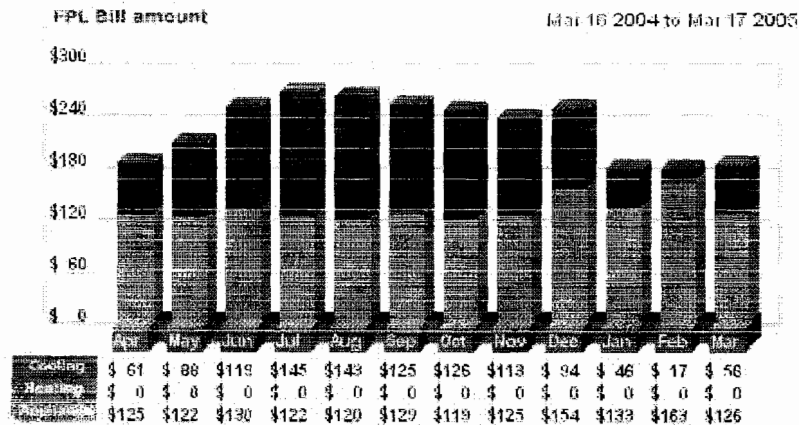
How Weather Affects Your Bills

This graph compares your FPL bill with monthly average high outdoor temperatures. Changes in the weather alone can significantly impact your bill because your air conditioner runs longer in hot weather, even if you never change the thermostat setting. Heating your home in winter can cost 2 to 3 times as much as cooling it. And the colder the weather, the longer your heater will run.



Your Monthly Appliance, Heating & Cooling Costs

This graph is a breakdown of how much money you spend running appliances, and cooling and heating your home each month. This unique way of looking at your bill will show you that cooling and heating costs change with the seasons even though appliance costs tend to remain about the same.



Your Bill Breakdown

This chart shows how individual appliances contributed to your March energy bill. Remaining unassigned dollars can result from small appliances not included in the survey and normal differences between the actual energy used by your appliances and FPL's estimates.

Appliance	Cost	Percent
Water Heating	\$ 63	24 %
Cooling & Heating	\$ 58	22 %
Laundry	\$ 23	9 %
Appliances	\$ 17	7 %
Lighting	\$ 13	5 %
Refrigerators	\$ 5	2 %
Cooking	\$ 5	2 %
Unassigned	\$ 74	29 %
Total Bill Amount	\$ 258	100%

Powerful Programs - Super Savings

FPL programs simplify making your home energy efficient.

Your Home's Insulation

Quick tip: The insulating power or "R-value" measures insulation's ability to keep cool air in the house in summer and warm air in the house in winter. Homes built after 1982 are required to have R-19 ceiling insulation, which is the level that FPL recommends.

Here's some good news: Your home has sufficient ceiling insulation, and adding more insulation is not recommended.

A Simple Duct Test Can Save You Money

Quick tip: Two-thirds of all homes have leaky A/C ducts that go undetected. These leaks allow cool air to escape into the attic, which causes electric bills to go up and affects the comfort and air quality inside the home.

FPL Makes Replacing Your A/C System Easy and Affordable

Quick tip: The average life of an A/C system is about 10 years. If your A/C system is 10 years or older, needs frequent repairs or just doesn't cool like it used to, it may be time to replace it with a new high efficiency model. If so, FPL can help by providing:

- Expert information and advice - FPL's A/C Buying Guide and 3-step buying process help you choose the system that's right for you.
- A selection of contractors you can trust - We'll help make it easier to choose a contractor by providing a list of participating independent contractors who have been evaluated by FPL and have a record of good reviews from our customers.
- FPL rebates to help you pay - Purchase a qualifying A/C system from an FPL participating independent contractor and you'll receive an FPL rebate off the purchase price.
- FPL will follow up with you - Purchase a qualifying A/C system from an FPL participating independent contractor and we'll contact you by mail when the job is done to see how it went. How important is your opinion? It's what keeps a contractor on our list.

FPL's A/C Buying Guide and selection of contractors you can trust are available at www.fpl.com or 1-800-DIAL-FPL (1-800-342-5375).



New A/C

New AC Efficiency	Total Annual Savings	Cooling Savings	Heating Savings	Life-Cycle Savings	FPL Incentive Payment (Estimated)
12 SEER AC	\$ 271	\$ 271	\$ 0	\$ 3252	\$ 150
15 SEER AC	\$ 443	\$ 443	\$ 0	\$ 5316	\$ 355

* FPL estimates the efficiency of your current equipment to be 9 SEER.

Top Tips To Save You Money

Easy and effective tips to control your appliances - and your electric bill.

Making Your A/C System Work for You

Quick tip: Cooling and heating is the largest energy cost in most homes, but it can also be the easiest to control by making simple changes in thermostat settings, often without sacrificing comfort.

Check Your Thermostat

Save up to \$359 a year by raising your thermostat to 82 degrees or warmer when you're away from home. By installing a programmable thermostat to adjust the temperature automatically, you won't have to think about the thermostat again. Come home to comfort by programming it to cool the house to 78 degrees before you usually return home.

Vacation Tip - When leaving home for vacation, you can help prevent mold and mildew from developing in your vacant home by controlling the humidity inside. You can accomplish this and still manage your energy costs by setting your thermostat to 85 degrees and the thermostat fan switch to "AUTO." This setting helps your central air conditioner control humidity more effectively.

Use Fans - Reduce your A/C costs and keep your home comfortable by using ceiling fans to circulate the air when the room is occupied. Fans allow you to set your thermostat higher and still feel cool.

- Fans add about \$0.30 per month to your bill.
- Turn off your fans when you leave the room. A fan that runs all the time costs about \$7 a month.

Keep your A/C unit clean and clear

- Keep all of your interior doors and vents open to help your A/C circulate air more efficiently.
- Keep leaves and shrubbery at least 18 inches away from your outdoor unit to avoid blocking the airflow.
- Protect your air quality - Do not keep cleaning products in the same closet as your indoor A/C unit, otherwise the fumes from these products may be circulated throughout your home.

Keep Sunlight out during summer months - Close your blinds, drapes and shades during the hottest time of day.

The Best Ways to Save With Your Water Heater

Quick tip: Heating water for showers, laundry and dishwashing is a major user of energy in most homes. FPL has these tips to help you use less hot water, and save on your electricity and water bills.

Showers - Showers are typically the largest use of hot water.

Is your water heating dollar going down the drain? If your existing showerhead can fill a gallon jug in less than 24 seconds, then replacing it with a water-conserving showerhead could save \$50 per year. Shopping tip: Look for showerheads rated at 2.5 gallons per minute.



Dishwashing

Avoid pre-rinsing dishes before putting them in the dishwasher - use your rinse cycle instead. It can save up to \$70 per year.

- Run your dishwasher instead of hand washing because it uses 1/3 less water.
- Wash only full loads, and use no-heat drying.
- If you have an energy-saving cycle, using it will shorten the run time and save gallons of water.

Laundry

- 90% of the energy used to wash clothes is from heating the water, so use cold water whenever possible.
- When you must wash in hot water, save by adjusting the water level on your washing machine to match the load size.
- Always use a cold rinse.
- Shopping tip: When it's time to replace your clothes washer, consider a front-loading machine. These models use less water, and save dryer time and energy by spinning clothes faster.

Set your water heater for savings -

- Trim \$10 to \$20 per year from your water heating cost and reduce the risk of scalding by lowering your water heater thermostat from 130 degrees to 120 degrees. Safety tip: Before adjusting the thermostat, unplug the water heater or turn it off at the circuit breaker.
- Turn off your water heater only when you will be away for a few days or longer. Using a timer or turning off the water heater between daily uses only saves about \$2 a month.

Alternative Water Heaters

- Solar Water Heating System - uses the sun's energy to heat your water all year long.
- Heat Recovery Unit - recycles waste heat from your central A/C so your water heater uses less energy to heat water. This system only produces hot water on days when your A/C is being used.

Alternative water heaters may save money if you have a large family, but they also take some time to pay for themselves.

See what you can save:

Water Heating System	Annual Water Heating Savings (excludes laundry)	System Pays for Itself In
Heat Recovery	\$169	3.5 years

* Based on 40 sq. ft. solar collector and new 80 gallon water tank

Are Your Appliances Running Away With Savings?

More easy ways to manage your household appliances

Dryer

- Clean the lint filter before every load to save energy and dry clothes faster.
- Don't overload the dryer.
- Avoid over-drying clothes by using the auto sensor function on your dryer, if you have one. If not, try setting the timer 15 minutes less than usual and see if the clothes are dry.
- Shopping tip: When it's time to replace the clothes dryer, buy a model that has an auto-dry sensor. This detects when clothes are dry and automatically turns the dryer off to avoid over-drying and wasting energy

Cooking and Other Appliances



- Cook with your toaster or microwave ovens when possible. They're more energy efficient than your oven, and add less heat to your kitchen, which reduces the impact on your air conditioner.
- Use the self-cleaning cycle on your oven only for major cleaning jobs, and start the cycle when the oven is already hot.
- Plan oven cooking so that several items can be prepared at one time, at the same temperature.
- Home office shopping tip: Look for equipment with the EPA 'Energy Star' rating - it uses half the energy.

Energy Expert Observations on 3/23/2005

Cooling and Heating

Your FPL Energy Expert checked the accuracy of your air conditioner's thermostat and found it to be off. (A two-degree difference is expected.) FPL recommends having your service contractor calibrate your thermostat during your next regular service.

Your FPL Energy Expert inspected your air conditioner's filter and found it to be clean. Your good practice of cleaning or replacing your air conditioner's filter every month helps trim dollars off your cooling costs and keeps your home more comfortable.

Your FPL Energy Expert checked the condition of your air conditioner's coil and found it to be clean. FPL recommends that you have a certified air conditioning service company perform an annual preventative maintenance, including cleaning the inside coil and condensate drain.

Water Heating

An FPL Energy Expert investigated your home for water heater malfunctions which can contribute to high electric bills. No such problems were found.

Miscellaneous Energy Expert Observations

An FPL Energy Expert verified that you are being served by the electric meter used to prepare your bill.

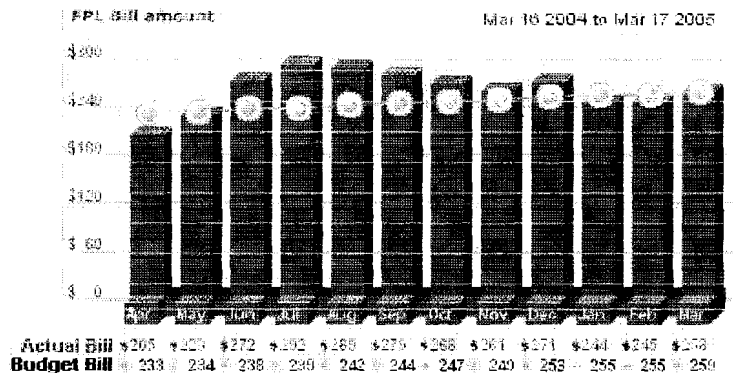
An FPL Energy Expert verified that a neighbor's electricity is not flowing through your electric meter.

Billing and Payment Options

FPL Budget Billing

Help make your monthly electric bill more predictable! FPL's Budget Billing helps you forecast monthly energy costs and better plan your finances. You'll pay an average amount that is approximately the same each month. If you were on FPL Budget Billing this month, your bill would have been \$259.30. Learn more at www.FPL.com or call 1-800-DIAL-FPL for enrollment details.

This graph illustrates the difference in your electric bills over the past year and what you would have paid with FPL Budget Billing. Amounts vary slightly because they are recalculated monthly.



FPL E-Mail Bill

With FPL E-Mail Bill, receiving, reviewing and paying your FPL bill online is as easy as receiving an e-mail. It's the same bill detail you receive in the mail ... just online. It's free of charge and easy to use, too. Learn more about FPL E-Mail Bill at www.fpl.com or call 1-800-DIAL-FPL for enrollment details.

Thanks for participating in FPL's Home Energy Survey. This report updates automatically each month with your latest billing information. See it at www.FPL.com.

This audit report is a guideline for estimating costs and reducing electricity use, based on estimates reflecting your home's measurements and complying with Florida rules and good engineering practices. Actual costs and savings may differ from engineering practices. Actual costs and savings may differ from estimates due to differing energy use patterns.

FPL does not guarantee audit findings, estimates, or recommendations and is not liable for acts or omissions of any person who implements audit recommendations.

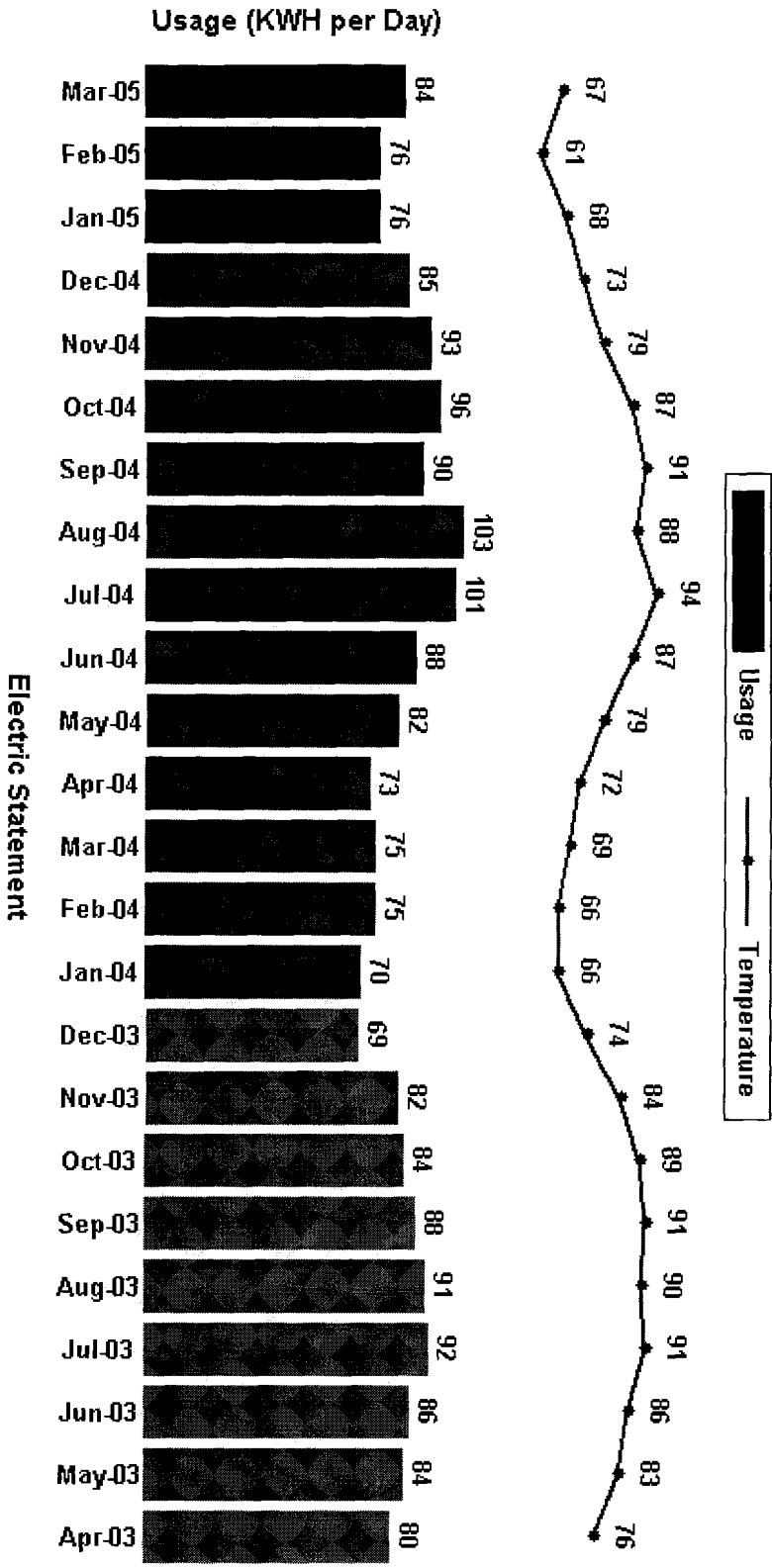


FPL STATES THAT DUE TO BROKEN AC AND THERMOSTAT THE UNIT IS RUNNING CONTINUOUSLY AND IS NOT SHUTTING DOWN. IT IS LEAKING AS WELL AND CAUSING CONDENSATION AND MOLD AND MILDEW. THE BILL NEVER GOES DOWN EVEN IN WINTER MONTHS BECAUSE OF THE CONSTANT STRAIN OF THE UNIT. HE NOTED THE BROKEN UNIT.

Historical Usage & Temperature Comparison

Name: ELIOT BERNSTEIN
 Address: 10158 STONEHEDGE CIR APT 801
 BOYNTON BEACH, FL 33437

Account #: 21717-39416



Florida Power & Light

3/22/05

Electric Statement

No chart available

ESTABLISHED PATIENT

SICK

Date 104 FEB 12 AM 9:45 Name Bernstein, Daniel Age 15 M Chart# BY11612

CC/HPI fever today, runny nose, cough, crying + last night, ↓ appetite but good fluid. Historian MOM. Current Rx 1. 2. 3.

SIGNIFICANT Hx / PAST / SOCIAL / FAMILY 2/3/04 15 mos W/C → MMR, DTaP Hib, Varivax, Prev, 3 OM's this season. ALLERGIES WKA DA

Developmental History WNL Yes [X] No [] Behavioral Health Status WNL Yes [X] No []

Table with columns: ROS, COMMENTS. Rows include Gen. Malaise, HEENT, Resp, Cardiac, GI, GU, Neuro, Skeletal, Derm, Behavior. Symptoms noted: Fever, Earache, Congestion, Cough, Wheeze, SOB, Rhinorrhea.

PHYSICAL EXAM Wt. 20.14 Ht. B.P. HR RR Temp. 101.1

APPEARANCE: Alert Active Strong Happy Abnormal

Head Norm Teeth/Gingiva Eyes Ears Nose/Throat Neck Lungs Heart Abd. Genitalia Neuro Skin M/S Extremities

Physical Exam Findings Table: normocephalic - no evidence trauma; no obvious caries - no lesions; PERLA - EOM intact - sclera white; canals clear - TM's not injected - landmarks WNL; not injected - not congested; supple - no lymphadenopathy; no distress - no rales - no wheeze - clear B.S.; regular rhythm - no murmur - S1 & S2 WNL; no tenderness - no organomegaly - B.S. WNL; normal male/female Tanner stage; motor & sensory intact - DTR's equal - no path reflex; no rash - no lesions; no swelling - full ROM - no tenderness; all pulses palpable.

bilat TM's dull bulging L > R nasal congestion

Marie-Helene Desnoyers, M.D.

PROCEDURES LABORATORY IMMUNIZATIONS

ASSESSMENT Acute a) BOM b) URI c) fever Chronic a)

PLAN - Amoxicil 250/5 - I topn po bid x 10d. - Sx relief

Referrals Hearing Vision Dental Other Handouts Yes []

Return PCS, 2 wks for rev Est./patient sick 02rev.6/03, 1/04

Signature MH Desnoyers

ESTABLISHED PATIENT

SICK

1/24/05 Date Name Bernstein, Daniel Age 2yr Chart# B411612

CC/HPI see self 2 weeks ago - URI / temp - trouble Historian MUM DO

Current Rx
 1. OTC - Mucil. sxt
 2. gyl-
 3.

SIGNIFICANT Hx / PAST / SOCIAL / FAMILY

Developmental History WNL Yes No gyl - normal
 Behavioral Health Status WNL Yes No see ALLERGIES 6

ROS - + COMMENTS

Gen. Malaise	<input checked="" type="checkbox"/>	Fever	Headache	Chills	
HEENT	<input checked="" type="checkbox"/>	Earache	Sore Throat	Glands	Rhinorrhoea
Resp	<input checked="" type="checkbox"/>	Congestion	Cough	Wheeze	SOB
Cardiac	<input checked="" type="checkbox"/>	Chest Pain	Palpitation	Color	
GI	<input checked="" type="checkbox"/>	Abd. Pain	Emesis	Diarrhea	Constipation <u>gyl</u>
GU	<input checked="" type="checkbox"/>	Dysuria	↑ Freq.	Discharge	
Neuro	<input checked="" type="checkbox"/>	Headaches	Dizziness	Seizures	Weakness
Skeletal	<input checked="" type="checkbox"/>	Pain	Swelling	Erythema	ROM
Derm	<input checked="" type="checkbox"/>	Rash	Pruritic	Erythema	Ecchymoses
Behavior	<input checked="" type="checkbox"/>	Lethargy	Hyperactivity	School/Home	Attention

PHYSICAL EXAM Wt 25 Ht. _____ B.P. _____ HR _____ RR _____ Temp. 98.2

APPEARANCE: Alert Active Strong Happy Abnormal

- Head Norm
- Teeth/Gingiva Norm
- Eyes _____
- Ears _____
- Nose/Throat _____
- Neck Norm
- Lungs Norm
- Heart Norm
- Abd. Norm
- Genitalia Norm
- Neuro Norm
- Skin Norm
- M/S _____
- Extremities _____

normocephalic - no evidence trauma	
no obvious caries - no lesions	
PERRLA - EOM intact - sclera white	
canals clear - TM's not injected - landmarks WNL	<u>peritomy for eye</u> <u>TM + hard copy</u>
not injected - not congested	<u>only</u>
supple - no lymphadenopathy	
no distress - no rales - no wheeze - clear B.S.	
regular rhythm - no murmur - S1 & S2 WNL	
no tenderness - no organomegaly - B.S. WNL	
normal male/female Tanner stage _____	
motor & sensory intact - DTR's equal - no path reflex	
no rash - no lesions	
no swelling - full ROM - no tenderness	
all pulses palpable	

PROCEDURES LABORATORY IMMUNIZATIONS

ASSESSMENT
 Acute
 a) URI
 b) Bilom/cyst
 Chronic
 a) _____

PLAN
Tx for URI
Flu/13
Handoff
Admin Peptid
Amel 4 wks

Referrals
 Hearing _____
 Vision _____
 Dental _____
 Other _____
Handouts
 Yes

Return see 2-3 wks Signature [Signature]

ESTABLISHED PATIENT

03 DEC 24 AM 11:20

Chon **SICK**

Date 12/19/03 Name Bernstein, Daniel Age 12³/₄ yrs Chart# B111612

CC/HPI still c cough congestion from 12/19/03
No further fever
Not sleeping well @ night

Current Rx
 1. Amox
 2. Pedicure
 3.

SIGNIFICANT Hx / PAST / SOCIAL / FAMILY App. good
Act. good

Developmental History WNL Yes No ALLERGIES NIL
 Behavioral Health Status WNL Yes No

ROS	-	+	COMMENTS
Fever		<input checked="" type="checkbox"/>	Gen. Malaise Headache Chills
HEENT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Earache Sore Throat Glands Rhinorrhea
Resp		<input checked="" type="checkbox"/>	congestion Cough Wheeze SOB
Cardiac	<input checked="" type="checkbox"/>		Chest Pain Palpitation Color
GI	<input checked="" type="checkbox"/>		Abd. Pain Emesis Diarrhea Constipation
GU	<input checked="" type="checkbox"/>		Dysuria ↑ Freq. Discharge
Neuro	<input checked="" type="checkbox"/>		Headaches Dizziness Seizures Weakness
Skeletal	<input checked="" type="checkbox"/>		Pain Swelling Erythema ROM
Derm	<input checked="" type="checkbox"/>		Rash Pruritic Erythema Ecchymoses
Behavior	<input checked="" type="checkbox"/>		Lethargy Hyperactivity School/Home Attention

*Gabriella KORTZ, A.R.N.P.
 Pediatric Associates*

PHYSICAL EXAM Wt. 19.15 Ht. 5'10" B.P. 110/70 R.R. 18 Temp. 97.7

APPEARANCE: Alert Active Strong Happy Abnormal

- Head Norm
- Teeth/Gingiva
- Eyes
- Ears
- Nose/Throat
- Neck
- Lungs
- Heart
- Abd.
- Genitalia
- Neuro
- Skin
- M/S
- Extremities

normocephalic - no evidence trauma	
no obvious caries - no lesions	
PERRLA - EOM intact - sclera white	
canals clear - TM's not injected - landmarks WNL	
not injected - not congested	<u>Scant effusion</u> <u>Minimal nasal congestion</u>
supple - no lymphadenopathy	
no distress - no rales - no wheeze - clear B.S.	
regular rhythm - no murmur - S1 & S2 WNL	
no tenderness - no organomegaly - B.S. WNL	
normal male/female Tanner stage _____	
motor & sensory intact - DTR's equal - no path reflex	
no rash - no lesions	
no swelling - full ROM - no tenderness	
all pulses palpable	

PROCEDURES

LABORATORY

IMMUNIZATIONS

ASSESSMENT

Acute
 a) Resolving BOM
 b)
 c)
 Chronic
 a)

PLAN

- Finish Amox
 - Flu pm/as sched

Referrals

Hearing _____
 Vision _____
 Dental _____
 Other _____
Anticipatory Guidance
 Yes No

Return pm
 Estb/patient sick 02rev.6/03

Signature Kortz

ESTABLISHED PATIENT

03 DEC 19 AM 8:44

Name Benstein Daniel Age 12 mos Chart# By 11612

CC/HPI

c/o fever x 2-3 days. Irritable
⊕ cough/congestion x 1wk
⊖ VOB
App: good
Ad: good

Current Rx

1. Tyland
- 2.
- 3.

Walk in

SIGNIFICANT Hx/PAST/SOCIAL/FAMILY

DOM 11/21/03

⊕ Rash e diaper area

ALLERGIES

NIKSOT

Developmental History WNL Yes No

Behavioral Health Status WNL Yes No

ROS	-	+	COMMENTS			
Fever		⊕	Gen. Malaise	Headache	Chills	
HEENT	✓		Earache	Sore Throat	Glands	Rhinorrhea
Resp		⊕	Congestion	Cough	Wheeze	SOB
Cardiac	✓		Chest Pain	Palpitation	Color	
GI	✓		Abd. Pain	Emesis	Diarrhea	Constipation
GU	✓		Dysuria	↑Freq.	Discharge	
Neuro	✓		Headaches	Dizziness	Seizures	Weakness
Skeletal	✓		Pain	Swelling	Erythema	ROM
Derm		⊕	Rash	Pruritic	Erythema	Ecchymoses
Behavior			Lethargy	Hyperactivity	School/Home	Attention

Pediatric Associates
 Gabriella Korts, A.N.N.P.

PHYSICAL EXAM

Wt. 19.12 Ht. _____ B.P. _____ R.R. _____ Temp. 98.9

APPEARANCE: Alert Active Strong Happy Abnormal

- Head ✓ Norm
- Teeth/Gingiva ✓
- Eyes ✓
- Ears ✓
- Nose/Throat ✓
- Neck ✓
- Lungs ✓
- Heart ✓
- Abd. ✓
- Genitalia _____
- Neuro ⊕
- Skin ⊕
- M/S _____
- Extremities _____

normocephalic - no evidence trauma	
no obvious caries - no lesions	
PERRLA - EOM intact - sclera white	
canals clear - TM's not injected - landmarks WNL	
not injected - not congested	<u>Portat. TMs red/3-4+</u>
supple - no lymphadenopathy	<u>dull/opaque</u>
no distress - no rales - no wheeze - clear B.S.	<u>nasal congested</u>
regular rhythm - no murmur - S1 & S2 WNL	
no tenderness - no organomegaly - B.S. WNL	
normal male/female Tanner stage _____	
motor & sensory intact - DTR's equal - no path reflex	
no rash - no lesions	<u>Diaper area - red papular</u>
no swelling - full ROM - no tenderness	<u>rash</u>
all pulses palpable	

PROCEDURES

LABORATORY

IMMUNIZATIONS

ASSESSMENT

- Acute
- a) BOM
- b) Fungal rash
- Chronic
- a)

PLAN

- Amox 250/5/12 BID x 10 days
- Nystatin oint QID x 1wk
Leave area open to air
as possible

Referrals

- Hearing _____
- Vision _____
- Dental _____
- Other _____
- Anticipatory Guidance

Yes No

Return 1 wk

Signature Korts

ESTABLISHED PATIENT

SICK

05 JAN 11 AM 11:17

Date

Name

Bernstein, Daniel

Age

2 yrs

Chart#

B411612

CC/HPI Snoring @ night then coughing until he throws up. ↓ appetite. @ runny nose. on & off fever - warm to touch 2 days.

Historian

MOM

Current Rx

- 1. ⊕
2. ⊕
3. ⊕

MA

SIGNIFICANT Hx / PAST / SOCIAL / FAMILY.

Developmental History WNL Yes [checked] No []

ALLERGIES NKDA

Behavioral Health Status WNL Yes [checked] No []

ROS

COMMENTS

Table with 6 columns: System, Signs, Symptoms, Signs, Symptoms, Signs. Rows include Gen. Malaise, HEENT, Resp, Cardiac, GI, GU, Neuro, Skeletal, Derm, Behavior.

PHYSICAL EXAM

Wt. 24 Ht. B.P. HR RR Temp. 98.1

APPEARANCE: Alert Active Strong Happy

- Head, Teeth/Gingiva, Eyes, Ears, Nose/Throat, Neck, Lungs, Heart, Abd., Genitalia, Neuro, Skin, M/S, Extremities

Physical Exam Findings Table: normocephalic - no evidence trauma, no obvious caries - no lesions, PERRLA - EOM intact - sclera white, canals clear - TM's not injected - landmarks WNL, @ nasal congestion, not injected - not congested, supple - no lymphadenopathy, @ 3+ tonsils, 2 copious pus B/L, no distress - no rales - no wheeze - clear B.S., regular rhythm - no murmur - S1 & S2 WNL, no tenderness - no organomegaly - B.S. WNL, normal male/female Tanner stage, motor & sensory intact - DTR's equal - no path reflex, no rash - no lesions, Kisha Marzouca, M.D., no swelling - full ROM - no tenderness, Pediatric Associates, all pulses palpable

PROCEDURES

LABORATORY R/S - negative

IMMUNIZATIONS 364-4240

ASSESSMENT

- Acute a) URF b) pharyngitis/ tonsillitis Chronic a)

PLAN - sp Rx - watch for ROS

Referrals Hearing Vision Dental Other Handouts Yes []

Return PRN worse

Signature K. Marzouca

ESTABLISHED PATIENT

SICK

Date _____ Name Bernstein Daniel Age 20 mos Chart# By11612

CC/HPI

nasal congestion 4-5 d

Historian MOM

Current Rx

- 1.
- 2.
- 3.

PO

SIGNIFICANT Hx / PAST / SOCIAL / FAMILY

PMH

Developmental History WNL Yes No

no int
retroschl

ALLERGIES

NIKOA

Behavioral Health Status WNL Yes No

rib gyl scl - have vns

ROS

COMMENTS

Gen. Malaise	/		Fever	Headache	Chills	
HEENT		/	<u>Rhinitis</u>	Sore Throat	Glands	<u>Rhinorrhea</u>
Resp		/	Congestion	<u>Cough</u>	Wheeze	SOB
Cardiac	/		Chest Pain	Palpitation	Color	
GI	/		Abd. Pain	Emesis	Diarrhea	Constipation
GU	/		Dysuria	↑Freq.	Discharge	
Neuro	/		Headaches	Dizziness	Seizures	Weakness
Skeletal	/		Pain	Swelling	Erythema	ROM
Derm	/		Rash	Pruritic	Erythema	Ecchymosis
Behavior			Lethargy	Hyperactivity	School/Home	Attention

pediatric Associates
M.D.

PHYSICAL EXAM

Wt 24#402 Ht. _____

B.P. _____

HR _____

RR _____

Temp. 98.7

APPEARANCE:

Alert

Active

Strong

Happy

Abnormal

- Norm
- Head /
- Teeth/Gingiva /
- Eyes /
- Ears _____
- Nose/Throat _____
- Neck /
- Lungs /
- Heart /
- Abd. /
- Genitalia /
- Neuro /
- Skin /
- M/S /
- Extremities /

normocephalic - no evidence trauma	
no obvious caries - no lesions	
PERRLA - EOM intact - sclera white	
canals clear - TM's not injected - landmarks WNL	<u>CTM all normal</u>
not injected - not congested	<u>only</u>
supple - no lymphadenopathy	
no distress - no rales - no wheeze - clear B.S.	
regular rhythm - no murmur - S1 & S2 WNL	
no tenderness - no organomegaly - B.S. WNL	
normal male/female Tanner stage _____	
motor & sensory intact - DTR's equal - no path reflex	
no rash - no lesions	
no swelling - full ROM - no tenderness	
all pulses palpable	

PROCEDURES

LABORATORY

IMMUNIZATIONS

ASSESSMENT

- Acute NTM
- a) NTM
- b) URI
- c) _____
- Chronic
- a) _____

PLAN

- see
- nasal decong 4-5 d
- ibuprofen 4-5 d

Referrals

- Hearing _____
- Vision _____
- Dental _____
- Other _____
- Handouts _____
- Yes

Return

2-3 and up

Signature

[Signature]

ESTABLISHED PATIENT

SICK

10/7/03 Date

Name Bernstein Daniel Age 11 mon

Chart# BY11412

[Signature]

CC/HPI

⊕ runny nose, cough, congestions
⊕ eye tearing x 2 days ⊕ ear dragging
low grade temp tmax 100.6

Current Rx
1. tylenol
2.
3.

SIGNIFICANT Hx:/PAST /SOCIAL /FAMILY

Ø W/D.

⊕ W/D ⊕ fluid

Developmental History WNL: Yes [X] No []

ALLERGIES NKDA

Behavioral Health Status WNL: Yes [X] No []

ROS:

COMMENTS:

Table with 6 columns: System, Gen. Malaise, Headache, Chills, etc. Rows include HEENT, Resp, Cardiac, GI, GU, Neuro, Skeletal, Derm, Behavior.

Wt. 19.15 Ht. B.P. Temp. 97.3

PHYSICAL EXAM:

APPEARANCE:

Alert Active Strong Happy

Norm Abnormal
Head
Teeth
Eyes
Ears
Nose/Throat
Neck
Lungs
Heart
Abd.
Genitalia
Neuro
Skin
M/S

Table with 2 columns: Physical Exam findings, Appearance notes. Rows include Normocephalic, No obvious caries, PERRLA, etc.

PROCEDURES

LABORATORY

IMMUNIZATIONS

ASSESSMENT

PLAN/Treatment

Acute:
a) [Signature]
b) [Signature]
c)
Chronic:
a)
b)

Amoxil 200mg/5ml 1/2 tsp po bid x 10
Supportive Care
Fluids.

Referrals:
Hearing
Vision
Dental
Other:

Return: 2 WES

Anticipatory Guidance Yes [X] No []
Behavioral Yes [X] No []

Signature [Signature]

CHIEF COMPLAINT: Here for flu shot. Recent URI → resolved
App. good Act: good @v @p

PHYSICAL EXAM:

GENERAL

ALERT

ACTIVE

STRONG

Wt. 41

Ht. _____

Temp 97.4

BP _____

	Norm		Abnormal
Head	<input checked="" type="checkbox"/>	Normocephalic - No. Evid. Trauma	
Teeth	<input checked="" type="checkbox"/>	No obvious caries - no lesions	
Eyes	<input checked="" type="checkbox"/>	PERRLA - EOM intact - sclera white	
Ears	<input checked="" type="checkbox"/>	canals clear - TM's not injected - <u>landmarks WNL</u>	
Nose/Throat	<input checked="" type="checkbox"/>	not injected - not congested	
Neck	<input checked="" type="checkbox"/>	supple - no lymphadenopathy	
Lungs	<input checked="" type="checkbox"/>	no distress - no rales - no wheeze - <u>clear B.S.</u>	
Heart	<input checked="" type="checkbox"/>	regular rhythm - no murmur - S1 & S2 <u>WNL</u>	
Abd.	<input checked="" type="checkbox"/>	no tenderness - no organomegaly - B.S. <u>WNL</u>	
Genitalia	<input checked="" type="checkbox"/>	normal male/female	
Neuro	<input checked="" type="checkbox"/>	motor & sensory intact - DTR's equal - no path reflex	
Skin	<input checked="" type="checkbox"/>	no rash - no lesions	
M/S	<input checked="" type="checkbox"/>	no swelling - full ROM - no tenderness	

PROCEDURES

LABORATORY

IMMUNIZATIONS

WTP per Mom
Need records
Flu shot 0.5ml

ASSESSMENT

Acute:

- a) Resolved URI
- b) _____
- c) _____

Chronic:

- a) _____

PLAN

Treatment

- supportive rx
- Flu shot today
- _____
- _____

Referrals

Anticipatory

Guidance

Vision _____ Hearing _____ Dental _____

Referral _____

Return: pm/as sched

Signature: Korty

NEW PATIENT

SICK

NOV 21 AM 8:21

Name Bernstein, Jacob Age 4 yrs Chart# BY11612
 Date _____

Ko

Pediatric Associates
 Gabriela Kortz, A.R.N.P.

Prev. peds: Boca Del Mar

PERTINENT HISTORY

Neonatal History:

Hospital Boca Conen Birthweight: 7# 13oz

Complications: SRP 5 problems

Family History:

D.M: ⊖ Asthma: ⊖ Heart/Chol Risk: ⊕ TB Risk: + - Grandparents

Social History:

Family Unit:
 Smoking: NO DayCare: NO

PAST / INTERVAL MEDICAL HISTORY:

Hospitalizations / Surgeries / E.R. Neg / Neg / Neg

Medications (Current / Chronic) _____

Allergies NKA

Developmental History: WNL Yes No
 Behavioral Health Status: WNL Yes No

ROS	-	+					Comments
HEENT	✓		Earache	Sorethroat	Glands	Rhinorrhea	
Resp	✓		Congestion	Cough	Wheeze	RAD	
Cardiac	✓		Chest Pain	Palpitation	Heart Murmur		
GI	✓		Abd. Pain	Emesis	Diarrhea	Constipation	
GU	✓		↑Freq.	Discharge	UTI		
Neuro	✓		Headaches	Dizziness	Seizures	Weakness	
Skeletal	✓		Pain	Swelling	Fractures		
Derm	✓		Rash	Eczema	Nevus		
Behavior	✓		Lethargy	Hyperactivity	School/Home	↓Attention	

ESTABLISHED PATIENT

SICK

Date _____ Name Bernstein, Joshua Age 16 Chart# B411612

CC/HPI ⊕ cough / congestion x 3 days
⊕ earache x 1 day
⊕ No fever

Current Rx
 1. _____
 2. _____
 3. _____

SIGNIFICANT Hx / PAST / SOCIAL / FAMILY
App: good
Act: good

Developmental History WNL Yes No
 Behavioral Health Status WNL Yes No

ALLERGIES None

ROS	-	+	COMMENTS
Fever	✓		Gen. Malaise Headache Chills
HEENT		⊕ Earache	Sore Throat Glands Rhinorrhea
Resp		⊕ Congestion	Cough Wheeze SOB
Cardiac	✓		Chest Pain Palpitation Color
GI	✓		Abd. Pain Emesis Diarrhea Constipation
GU	✓		Dysuria ↑Freq. Discharge
Neuro	✓		Headaches Dizziness Seizures Weakness
Skeletal	✓		Pain Swelling Erythema ROM
Derm	✓		Rash Pruritic Erythema Ecchymoses
Behavior	✓		Lethargy Hyperactivity School/Home Attention

PHYSICAL EXAM Wt 50 Ht. _____ B.P. _____ R.R. _____ Temp. 97.3

APPEARANCE: Alert Active Strong Happy Abnormal

System	Norm	Findings
Head	✓	normocephalic - no evidence trauma
Teeth/Gingiva	✓	no obvious caries - no lesions
Eyes	✓	PERRLA - EOM intact - sclera white
Ears	⊕	canals clear - TM's not injected - landmarks WNL ⊕ TM red / 3-4+ / dull opaque
Nose/Throat	✓	not injected - not congested ⊕ TM pink
Neck	✓	supple - no lymphadenopathy
Lungs	✓	no distress - no rales - no wheeze - clear B.S.
Heart	✓	regular rhythm - no murmur - S1 & S2 WNL
Abd.	✓	no tenderness - no organomegaly - B.S. WNL
Genitalia	_____	normal male/female Tanner stage _____
Neuro	_____	motor & sensory intact - DTR's equal - no path reflex
Skin	_____	no rash - no lesions
M/S	_____	no swelling - no tenderness
Extremities	_____	all pulses palpable

PROCEDURES _____ LABORATORY _____ IMMUNIZATIONS _____

ASSESSMENT
 Acute
 a) DOM
 b) _____
 c) _____
 Chronic
 a) _____

PLAN
Amox 250/5 2 bp BID x 10 days
Auralganotic gtt x 5 days

Referrals
 Hearing _____
 Vision _____
 Dental _____
 Other _____
 Anticipatory Guidance
 Yes No

Return pm / 2 wks Signature Korby

ESTABLISHED PATIENT

From **SICK**

03 DEC 19 AM 8:49

Date

Name

Benjamin Bama

Age

1 year

Chart#

By 11612

CC/HPI

*⊕ cough congestion x 2-3 days
Fever x 3 days (max 101.3)*

App: good Act: good

Gab:

Current Rx

1. Moten
2. Tylenol
- 3.

Walk-in

SIGNIFICANT HX / PAST / SOCIAL / FAMILY

Developmental History WNL Yes No

ALLERGIES

NKA

Behavioral Health Status WNL Yes No

ROS

COMMENTS

	-	+				
Fever	<input checked="" type="checkbox"/>		Gen. Malaise	Headache	Chills	
HEENT	<input checked="" type="checkbox"/>		Earache	Sore Throat	Glands	Rhinorrhea
Resp		<input checked="" type="checkbox"/>	<i>⊕ Congestion</i>	<i>⊕ Cough</i>	Wheeze	SOB
Cardiac	<input checked="" type="checkbox"/>		Chest Pain	Palpitation	Color	
GI	<input checked="" type="checkbox"/>		Abd. Pain	Emesis	Diarrhea	Constipation
GU	<input checked="" type="checkbox"/>		Dysuria	↑Freq.	Discharge	
Neuro	<input checked="" type="checkbox"/>		Headaches	Dizziness	Seizures	Weakness
Skeletal	<input checked="" type="checkbox"/>		Pain	Swelling	Erythema	ROM
Derm	<input checked="" type="checkbox"/>		Rash	Pruritic	Erythema	Ecchymoses
Behavior	<input checked="" type="checkbox"/>		Lethargy	Hyperactivity	School/Home	Attention

PHYSICAL EXAM

Wt. *55 1/2* Ht. _____ B.P. _____ R.R. _____ Temp. *100.6*

APPEARANCE:

Alert

Active

Strong

Happy

Abnormal

Norm

Head	<input checked="" type="checkbox"/>	normocephalic - no evidence trauma
Teeth/Gingiva	<input checked="" type="checkbox"/>	no obvious caries - no lesions
Eyes	<input checked="" type="checkbox"/>	PERRLA - EOM intact - sclera white
Ears	<input checked="" type="checkbox"/>	canals clear - TM's not injected - <i>landmarks WNL</i>
Nose/Throat	<input checked="" type="checkbox"/>	not injected - not congested
Neck	<input checked="" type="checkbox"/>	supple - no lymphadenopathy
Lungs	<input checked="" type="checkbox"/>	no distress - no rales - no wheeze - <i>clear B.S.</i>
Heart	<input checked="" type="checkbox"/>	regular rhythm - no murmur - S1 & S2 WNL
Abd.	<input type="checkbox"/>	no tenderness - no organomegaly - B.S. WNL
Genitalia	<input type="checkbox"/>	normal male/female Tanner stage _____
Neuro	<input type="checkbox"/>	motor & sensory intact - DTR's equal - no path reflex
Skin	<input type="checkbox"/>	no rash - no lesions
M/S	<input type="checkbox"/>	no swelling - full ROM - no tenderness
Extremities	<input type="checkbox"/>	all pulses palpable

Minimal effusion

PROCEDURES

LABORATORY

IMMUNIZATIONS

ASSESSMENT

Acute
a) *URI*
b) *(viral)*
c) *(viral)*
Chronic

PLAN

*- Supportive tx
- Return if NO improvement*

Referrals

Hearing _____
Vision _____
Dental _____
Other _____

Anticipatory Guidance

Yes No

Kordy

PRESS HARD WHEN WRITING

BERNSTEIN , ELIOT

ED PHYSICIAN

DOB: 09-30-1963

03/09/05

M 41 1005111677 106805278

Bethesda Memorial Hospital

BERNSTEIN , ELIOT

ED PHYSICIAN

DOB: 09-30-1963

03/09/05

M 41 1005111677 106805278

ADDRESS

Rx CT of Chest with IV contrast Indication: Hemoptysis Results to Dr. Remerson

- DO NOT DRINK, DRIVE OR OPERATE HEAVY MACHINERY WHILE TAKING MEDICATION
DO NOT TAKE ON EMPTY STOMACH

REFILL 10 TIMES DEA

DR. J-J J. Mask

Rx BUN & Creatinine Draw the day of or before patient's CT scan. Result to patient to bring for CT scan clearance

- DO NOT DRINK, DRIVE OR OPERATE HEAVY MACHINERY WHILE TAKING MEDICATION
DO NOT TAKE ON EMPTY STOMACH

REFILL 10 TIMES DEA

DR. J-J J. Mask

INSTRUCTION SHEET(S) GIVEN (Micromedex)

- Allergic Reaction, Chest pain, Head Injury/Headache, Kidney Stones, Sprains/Bruises/Fractures, Wound Care, Abdominal Pain, Diabetes, S.T.D./Pregnancy, Diet, Asthma/Bronchitis/Group, Eye Care, Gastroenteritis, Otitis Media/Otitis Externa, URI/Pneumonia, Rib Injury, UTI/Pyelonephritis, Back/Neck Care, Fever-Child, Sore Throat/Tooth, High Blood Pressure

INSTRUCTION TO PATIENT REPORT ANY CHANGES OR CONCERNS TO YOUR PHYSICIAN OR THE EMERGENCY ROOM.

DIAGNOSIS:

BERNSTEIN , ELIOT

ED PHYSICIAN

DOB: 09-30-1963

03/09/05

M 41 1005111677 106805278

- Verbalizes understanding, Interpreter used

REFERRED TO:

PHONE:

- MAKE APPOINTMENT IN DAYS. IF YOU HAVE ANY TROUBLE GETTING AN APPOINTMENT WITHIN THE PERIOD INDICATED, PLEASE CALL US FOR INSTRUCTIONS.
IF NO IMPROVEMENT IN HOURS / DAYS, OR IF YOUR CONDITION WORSENS, OR IF ANY NEW SYMPTOMS ARISE, CALL YOUR PRIVATE PHYSICIAN OR RETURN TO THE EMERGENCY DEPARTMENT FOR A RECHECK.

PATIENTS SIGNATURE

I UNDERSTAND THAT THE EMERGENCY CARE WHICH I HAVE RECEIVED IS NOT INTENDED TO BE COMPLETE AND DEFINITIVE MEDICAL CARE AND TREATMENT. I ACKNOWLEDGE THAT I HAVE BEEN INSTRUCTED TO CONTACT THE ABOVE PHYSICIAN IMMEDIATELY FOR CONTINUED AND COMPLETE MEDICAL DIAGNOSIS, CARE AND TREATMENT...

I HAVE READ AND UNDERSTAND THE ABOVE, RECEIVED A COPY OF THIS FORM, AND APPLICABLE INSTRUCTION SHEETS, AND WILL ARRANGE FOR FOLLOW-UP CARE.

DISCHARGE TIME

PATIENT, PARENT, GUARDIAN, OTHER

DISCHARGE NURSE SIGNATURE

DATE

WORK / SCHOOL STATEMENT

was seen by Dr. at on / /

- MAY RETURN TO WORK / SCHOOL WITHOUT RESTRICTIONS. MUST BE REEVALUATED BY FAMILY / OCCUPATIONAL PHYSICIAN BEFORE RETURNING TO WORK / SCHOOL
MAY RETURN TO RESTRICTED DUTIES FOR DAYS. NO ATHLETICS / PHYSICAL EDUCATION: DAYS.
WAS HERE WITH RELATIVE / CHILD

WILL REQUIRE TIME OFF WORK / SCHOOL ESTIMATED TIME DAYS.

M.D.

BERNSTEIN age 32

Patient's Name Candice M. Bernstein Medical Record # 56938897 Date 02/11/05

Vital Signs BP 120/80 P 96 HT 5'7" WT 154 TEMP 98.4 TAKEN BY Lh

cc -
1) Bronchitis
2) ear plugged
3) asthma
nased 3
Para 3
FDCHP Feb 1, 03
on over 35
on apno for
part of days
Mother + Father
7 + W
Surgery neg
allergy no
no DM III
Smokes 1/2 ppd
IV
alcohol
socially
GI none
GU - neg
Headaches
Seems -
pop 1 Mos ago
breasts at

EXAMINATION COMMENTS:

- *GENERAL good
- *HEAD 11
- *EENT pharynx + inflamed
- *NECK/CAROTIDS 11
- *CHEST & LUNGS maneuver wheezes + Rales throughout
- *BREASTS 11
- *HEART 11/2 no murmur
- *GI 11
- *ABDOMEN no masses
- *PELVIC 11
- *RECTUM 11
- *EXTREMITIES/PULSES 11
- *SKIN Paronychia 4th finger - Richard
- *NEUROLOGICAL 11

WORKING DXS:

- PRIMARY asthmatic Bronchitis
- SECONDARY paronychia

DIAGNOSTIC STUDIES ORDERED:

None

TRETTMENT PLAN:

- a) PRESCRIBED DRUGS albuterol Inhaler - Triessant
Amoxicillin 500 Tid

b) DIET *REGULAR DIABETIC ___ (CALORIES ___) LOWFAT ___ LOWSODIUM ___ ULCERDIET ___ OTHER ___

c) HEALTH EDUCATION

d) REFERRAL TO _____ REASON _____

v. RETURN VISIT: _____

PHYSICIAN'S NAME Richard SIGNATURE _____

OFFICE VISIT

NAME Candice Bernstein

MARITAL STATUS M

DATE OF BIRTH 10/9/72 DATE 12-22-08

MEDICATIONS

CST-4105 PM

DRUG ALLERGIES NKDA

MEDICAL HISTORY

C/O: pt says she has the flu + she feels bad - she has a temp. Every cough productive clear bubbly yellow. + chills + sneezes. x 48 hrs. Vomited this AM. No sore throat. Headaches + earaches.

PHYSICAL EXAM

age 31 mt 16.

VITAL SIGNS

HT WT 157 BP SUPINE BP SITTING 120/100 PULSE 88 RESP RATE TEMP 101.3

GENERAL APPEARANCE

EXAMINATION

- 1) HEAD / SCALP
2) EYES
A) FUNDI
3) EARS
4) NOSE / THROAT
5) NECK
A) THYROID
6) HEART
7) LUNGS
8) ABDOMEN
9) RECTAL
A) PROSTATE
10) EXTREMITIES
A) PULSES
11) NEUROLOGICAL
A) DTR
12) JOINTS
13) GENITALIA
14) BREASTS

NORM ABN

ear canals & Tympanic bulging & inflamed. Neck supple + tender submandibular lymphadenopathy. Hx R 92 950 abd soft 0/4 90

LAB TESTS

URINALYSIS - COLOR S.GR pH PROT KETO BILI BLOOD NITRITE UROB MICRO -

Hgb

OTHER TESTS / COMMENTS

CHOLEST

HDL-CHOL

LDL-CHOL

STOOL

PAP TEST

MAMMOGRAM

O.B.

ASSESSMENT

URI

PLANS

Rocephin 500 TID - Given in (R) Buttocks by cmt #30 TID

PHYSICIAN'S SIGNATURE:

[Handwritten Signature]

WALK IN
FAMILY
MEDICINE
CENTERS
of Boynton Beach, Inc.

PHYSICIAN CARE FOR ILLNESS AND MINOR TRAUMA
NO APPOINTMENT - WALK RIGHT IN
7 DAYS A WEEK

BOYNTON BEACH
9776 S. MILITARY TRAIL • UNIT D-2
BOYNTON BEACH, FL 33436
(561) 736-2000

NAME C. Bernstein

ADDRESS _____ DATE 3/16/04

Rx

Probutosom AIC
3 VIII
2 - 84 h per
rough
James J. Yezbick D.O.

LABEL DR. _____

REFILL 0 - 1 - 2 - 3 - P.R.N. James J. Yezbick D.O. 4957530

**WALK IN
FAMILY
MEDICINE
CENTERS**

of Boynton Beach, Inc.

PHYSICIAN CARE FOR ILLNESS AND MINOR TRAUMA
NO APPOINTMENT - WALK RIGHT IN
7 DAYS A WEEK

BOYNTON BEACH
9776 S. MILITARY TRAIL • UNIT D-2
BOYNTON BEACH, FL 33436
(561) 736-2000

NAME Candice Bernstein
ADDRESS _____ DATE 7/16/04

Rx

amofil 500
XXX
T T D

LABEL DR. J. Yezbick
REFILL - 0 - 1 - 2 - 3 - P.R.N. **James J. Yezbick D.O.** INDD NO _____

OFFICE VISIT

NAME Candice Bernstein

MARITAL STATUS SIM I W I D SEP

DATE OF BIRTH 10/19/72 DATE 2/11/04

MEDICATIONS

CSH-9:27 AM

DRUG ALLERGIES NKDA

MEDICAL HISTORY

cp: Pt has acute cold + congested x 1 wk + body aches on antibiotics. Nursing 1.5 yrs old. yellow productive cough

PHYSICAL EXAM

VITAL SIGNS

HT WT BP SUPINE BP 130/70 SITTING PULSE 98 RESP RATE TEMP

GENERAL APPEARANCE

EXAMINATION

- 1) HEAD / SCALP
2) EYES
A) FUNDI
3) EARS
4) NOSE / THROAT
5) NECK
A) THYROID
6) HEART
7) LUNGS
8) ABDOMEN
9) RECTAL
A) PROSTATE
10) EXTREMITIES
A) PULSES
11) NEUROLOGICAL
A) DTR
12) JOINTS
13) GENITALIA
14) BREASTS

- NORM ABN

Exam normal. Conjunctivae injected. Soft pharynx. Slightly injected. Lungs clear. Soft abdomen. Neck supple. Cervical L1-17. Grasp moderately severe wheezing on expiration. No crepitations. Heart R 90 S. S2

LAB TESTS

URINALYSIS - COLOR S.GR pH PROT KETO BILI BLOOD NITRITE UROB MICRO -

Hgb OTHER TESTS / COMMENTS

CHOLEST

HDL-CHOL

LDL-CHOL

STOOL O.B.

PAP TEST

MAMMOGRAM

pulse ox 99%

ASSESSMENT

bronchitis
rhinosinusitis

(Dacphen 500 given in (R) side) CSH

PLANS

Discharge T 100 + 40
as many I cannot afford 2 lab
re v 2 days
Dacphen 500 OPRN

PHYSICIAN'S SIGNATURE

[Handwritten signature]

**WALK IN
FAMILY
MEDICINE
CENTERS**
of Boynton Beach, Inc.

PHYSICIAN CARE FOR ILLNESS AND MINOR TRAUMA
NO APPOINTMENT - WALK RIGHT IN
7 DAYS A WEEK

BOYNTON BEACH
9776 S. MILITARY TRAIL • UNIT D-2
BOYNTON BEACH, FL 33436
(561) 736-2000

NAME C. Bernstein
ADDRESS _____ DATE Dec 22, 03

Rx

2 Pch
as directed

Probutoson 410
3 VILL
3 ÷ of 4 h prn
cough

LABEL

DR. J. Yezbick D.O.

REFILL - 0 - 1 - 2 - 3 - P.R.N.

James J. Yezbick D.O. 448753015
INDO NO

BERNSTEIN age 32

Patient's Name Candice M. Bernstein Medical Record # 56938897 Date 02/11/05

Vital Signs BP 120/80 P 96 HT 5'7" WT 154 TEMP 98.4 TAKEN BY Lh

cc -
1) Bronchitis
2) ear plugged
3) asthma
nased 3
Para 3
FDHP Feb 1, 03
on over 35
on apno for
part of days
Mother + Father
7 + W
Surgery neg
allergy no
no DM III
Smokes 1/2 ppd
IV
alcohol
socially
GI none
GU - neg
Headaches
Seems -
pop 1 Mos ago
breasts d

EXAMINATION COMMENTS:

- *GENERAL good
- *HEAD 11
- *EENT pharynx + inflamed
- *NECK/CAROTIDS 11
- *CHEST & LUNGS maneuver wheezes + Rales throughout
- *BREASTS 11
- *HEART 11/2 no murmur
- *GI 11
- *ABDOMEN no masses
- *PELVIC 11
- *RECTUM 11
- *EXTREMITIES/PULSES 11
- *SKIN Paronychia 4th finger - Richard
- *NEUROLOGICAL 11

WORKING DXS:

- PRIMARY asthmatic Bronchitis
- SECONDARY paronychia

DIAGNOSTIC STUDIES ORDERED:

None

TRETTMENT PLAN:

- a) PRESCRIBED DRUGS albuterol Inhaler - Triessant
Amoxicillin 500 Tid

b) DIET *REGULAR DIABETIC ___ (CALORIES ___) LOWFAT ___ LOWSODIUM ___ ULCERDIET ___ OTHER ___

c) HEALTH EDUCATION

REFERRAL TO	REASON

V. RETURN VISIT: _____

PHYSICIAN'S NAME Richard SIGNATURE _____

PRESS HARD WHEN WRITING

BERNSTEIN , ELIOT

ED PHYSICIAN

DOB: 09-30-1963

03/09/05

M 41 1005111677 106805278

Bethesda Memorial Hospital

BERNSTEIN , ELIOT

ED PHYSICIAN

DOB: 09-30-1963

03/09/05

M 41 1005111677 106805278

ADDRESS

Rx CT of Chest with IV contrast Indication: Hemoptysis Results to Dr. Remerson

- DO NOT DRINK, DRIVE OR OPERATE HEAVY MACHINERY WHILE TAKING MEDICATION
DO NOT TAKE ON EMPTY STOMACH

REFILL 10 TIMES DEA

DR. J-J J. Mask

Rx BUN & Creatinine Draw the day of or before patient's CT scan. Result to patient to bring for CT scan clearance

- DO NOT DRINK, DRIVE OR OPERATE HEAVY MACHINERY WHILE TAKING MEDICATION
DO NOT TAKE ON EMPTY STOMACH

REFILL 10 TIMES DEA

DR. J-J J. Mask

INSTRUCTION SHEET(S) GIVEN (Micromedex)

- Allergic Reaction, Chest pain, Head Injury/Headache, Kidney Stones, Sprains/Bruises/Fractures, Wound Care, Abdominal Pain, Diabetes, S.T.D./Pregnancy, Diet, Asthma/Bronchitis/Group, Eye Care, Gastroenteritis, Otitis Media/Otitis Externa, URI/Pneumonia, Rib Injury, UTI/Pyelonephritis, Back/Neck Care, Fever-Child, Sore Throat/Tooth, High Blood Pressure

INSTRUCTION TO PATIENT REPORT ANY CHANGES OR CONCERNS TO YOUR PHYSICIAN OR THE EMERGENCY ROOM.

DIAGNOSIS:

BERNSTEIN , ELIOT

ED PHYSICIAN

DOB: 09-30-1963

03/09/05

M 41 1005111677 106805278

- Verbalizes understanding, Interpreter used

REFERRED TO:

PHONE:

- MAKE APPOINTMENT IN DAYS. IF YOU HAVE ANY TROUBLE GETTING AN APPOINTMENT WITHIN THE PERIOD INDICATED, PLEASE CALL US FOR INSTRUCTIONS.
IF NO IMPROVEMENT IN HOURS / DAYS, OR IF YOUR CONDITION WORSENS, OR IF ANY NEW SYMPTOMS ARISE, CALL YOUR PRIVATE PHYSICIAN OR RETURN TO THE EMERGENCY DEPARTMENT FOR A RECHECK.

PATIENTS SIGNATURE

I UNDERSTAND THAT THE EMERGENCY CARE WHICH I HAVE RECEIVED IS NOT INTENDED TO BE COMPLETE AND DEFINITIVE MEDICAL CARE AND TREATMENT. I ACKNOWLEDGE THAT I HAVE BEEN INSTRUCTED TO CONTACT THE ABOVE PHYSICIAN IMMEDIATELY FOR CONTINUED AND COMPLETE MEDICAL DIAGNOSIS, CARE AND TREATMENT...

I HAVE READ AND UNDERSTAND THE ABOVE, RECEIVED A COPY OF THIS FORM, AND APPLICABLE INSTRUCTION SHEETS, AND WILL ARRANGE FOR FOLLOW-UP CARE.

DISCHARGE TIME

X PATIENT PARENT GUARDIAN OTHER

DISCHARGE NURSE SIGNATURE

DATE

WORK / SCHOOL STATEMENT

was seen by Dr. at on / /

- MAY RETURN TO WORK / SCHOOL WITHOUT RESTRICTIONS. MUST BE REEVALUATED BY FAMILY / OCCUPATIONAL PHYSICIAN BEFORE RETURNING TO WORK / SCHOOL
MAY RETURN TO RESTRICTED DUTIES FOR DAYS. NO ATHLETICS / PHYSICAL EDUCATION: DAYS.

RESTRICTIONS:

WAS HERE WITH RELATIVE / CHILD

WILL REQUIRE TIME OFF WORK / SCHOOL ESTIMATED TIME DAYS.

M.D.



2809 Poinsettia Avenue
West Palm Beach, FL 33407
Voice: (561) 650-8139
Fax: (561) 650-8146
www.barfieldpa.com

BY FACSIMILE 364-4240

TO: Eliot Bernstein
FROM: F. Clifford Kohlmeyer, CLA
Barfield P.A.
DATE: Thursday, April 07, 2005
RE:
NUMBER OF PAGES INCLUDING COVER: 6

This facsimile transmission contains information which is confidential and/or privileged. This information is intended to be for the use of the individual or entity named on this transmittal sheet. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, copying, or use of the contents of this information is strictly prohibited. If you have received this information in error, please notify us immediately by telephone so that we may arrange for the retrieval of the documents transmitted.



FLORIDA APARTMENT LEASE



Apartment Address 10188 Stonehenge Cir # 801 Boynton Beach, FL 33437		Lease Date December 29, 2002	Lease Term Beginning: January 1, 2003 Ending: July 31, 2003
Monthly Total 1460 + 70 = 1530 \$1,460.00	Prorated Rent (if any) \$ 0.00	Security Deposit \$ 1,000.00	Pct Fee \$ 260.00
Prepared by: Lauren K. Poulos			

RESIDENT NAMES: Shirley Bernstein Ellot Bernstein Candice Bernstein	Names and ages of children: Joshua Bernstein Jacob Bernstein Daniel Bernstein
--	--

Additional Agreements (if any):
See attached addenda.

This is a lease between the above named Resident(s) and the below named Landlord for the apartment dwelling described above. It is the entire agreement between Resident(s) and Landlord and may be modified only in writing. As used in this lease, "you" means the resident (tenant) or residents whose names appear above. If there is more than one resident, you are jointly and severally liable for any payments due to us. "We," "our," or "us" mean the Landlord. "Premises" means the entire apartment community. UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF ITS PROVISIONS. It was executed by the Resident(s) and the Landlord on the above "Lease Date."

RESIDENT SIGNATURE(S):

JMG Realty, Inc. Agent for Stonybrook Apartments at Boynton Beach, LLC D/B/
Stonybrook Apartment Homes

10206 Stonehenge Circle
Boynton Beach, FL 33437
(property address)

By:
(Signature, Agent for Owner)

1. SECURITY DEPOSIT:

A. Your security deposit will be held as indicated below:

Deposited in a separate interest bearing non-interest bearing account with:

City National Bank, Boca Raton, FL

You will receive 7.5% of any interest paid on your deposit but not more than 5% per year.

Comingled with our other funds, and we have posted a surety bond with the court clerk of the county. You will receive interest on your deposit at a rate of 5% per year.

B. Before you may occupy the apartment, you must pay us the full security deposit indicated above. Your security deposit may not be applied by you as rent, but is a good faith deposit for your faithful fulfillment of each condition in this lease and as a contingency against any physical damage to the apartment or premises caused by you or your invitees. If you do not fulfill the original term or renewals of this lease, you agree to forfeit your security deposit as a liquidated damage for our re-rental expenses even if we are able to immediately re-rent the apartment for the same or more rent, and even if there are no other damages. In addition, you must pay for any physical damage and all rent due (see paragraph 7).

C. The following is Florida Statute 83.49(3) which we are required to provide to you:

§83.49(3)(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 a 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 you receive this notice, or I will be authorized to deduct my claim from your security deposit." Your objection must be sent to: 10206 Stonehenge Circle, Boynton Beach, FL 33437. 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.

(b) Unless the Tenant shall object to the imposition of the Landlord's claim, or the amount thereof, within fifteen (15) days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his claim and remit the balance of the deposit to the Tenant.

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

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute 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 subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 473 and in other sections of Florida Statutes."

2. RENT: You agree to pay the monthly rent at the Landlord's address on or before the 1st day of each month. Time is of the essence. Rent payments must be made by cash check or money order even if there is more than one resident. Payments may not be made in cash. If the rent is paid after the 3rd day of the month, a late charge of \$75.00 will be due as additional rent. However, we reserve the right to refuse payment after expiration of our demand for rent or possession as provided for in Florida Statutes. All late payments must be made by cashier's check or money order. If your check is dishonored by your bank, you must pay us a service charge of \$30.00 plus any other charges and penalties provided by Florida law and plus any accrued late charge. If two of your checks are dishonored, you must pay future rent by cashier's check or money order. We are not required to redeposit a dishonored check. If the beginning term commences on a day other than the first day of a month, a full month's rent must be paid before you occupy the apartment and the prorated rent for the fractional portion of the first month must be paid on the first day of the second month of this lease. You must pay to us any sales or other taxes which are due on your rental payments. Any monies that you owe to us are deemed rent under this lease. All payments will first be applied to the oldest outstanding balance, if any.

SB

CB

3. RENEWAL: This lease will continue as a month-to-month lease after the initial term unless or until either you or we give the other at least thirty (30) days written notice of termination. This month-to-month lease shall be continued upon the same terms and provisions hereof except that the rent payment shall be increased \$100.00 above the current market rent. Termination must be the last day of a calendar month. Rent may be increased after the initial term upon not less than thirty (30) days notice. Resident may continue on a month-to-month lease for no longer than a 90 day term. Resident is required to give at least 30 days written notice of termination. Landlord may exercise the same right upon expiration.

4. UTILITIES: You must obtain electric, gas, water, and sewer for your apartment, if separately metered. Unless otherwise stated, we supply water and sewer for normal usage. We are not liable for interruption or malfunction in service of any utility due to any cause. If the interruption is our fault, your rent may be abated if service is not restored within a reasonable time. You may not occupy your apartment without electric, gas, water, and sewer services.

5. OCCUPANCY: Only those persons whose names appear on this lease may occupy the apartment without our prior written consent except guests for not more than seven days. The apartment may be used solely for private housing. You may not assign this lease or sublet any portion of your apartment. If you will be absent for more than fourteen days, you must notify us in writing.

6. PETS: No pets may be kept in the apartment or on the premises without our written consent.

7. DEFAULT AND REMEDIES: If you default in complying with this lease or the law, we have the right to retake possession as provided by Florida law. Rent is accelerated upon default. Under no circumstances can our acceptance of your keys, or re-entry or any other action be considered as a termination of the lease or waiving for our own account. If you or your invitee engages in criminal activity on the premises, such action will be a default for which your lease may be immediately terminated. In addition to any of the foregoing, you and we have any other rights and remedies provided by law. The prevailing party in any dispute arising out of this lease will be entitled to recover reasonable attorney's fees and litigation costs.

8. TERMINATION: Either you or we can terminate this agreement as of the last day of a calendar month at the end of the initial term by giving the other party not less than sixty (60) days written notice. You are responsible for all financial obligations including, but not limited to, rent payments during the sixty (60) day notice period. If any of your property is left in the apartment or on the premises after you vacate or abandon the apartment, we may remove or dispose of that property and you waive any claims for damages as a result of our disposal of it. If you fail to deliver all keys and vacate on or before your lease termination, you must pay double rent until you do so.

9. EARLY TERMINATION: You may terminate this lease by fulfilling all of the following requirements:

- (a) Resident is financially responsible for giving a 60 day written notice.
- (b) After completing 7 months of the initial lease term, resident would pay an early termination fee equal to one months rent.
- (c) If resident terminates this lease prior to completing 7 months of the initial lease term, they are required to pay a termination fee equal to two months rent.
- (d) Resident would be responsible for reimbursing landlord for any move-in concession utilized during the lease term.

Termination must be at the last day of the calendar month and all the above fees must be paid for prior to resident vacating the apartment.

10. RESIDENT PERSONAL PROPERTY: The residents whose signatures are affixed to this lease have rented an apartment from the aforementioned apartment community. Pursuant to Section 83.67(3) of Florida Statute, upon surrender or abandonment of the apartment by the residents, the landlord shall not be liable or responsible for storage or disposition of the residents' personal property.

11. NOTICE: Any notices from us to you will be deemed delivered when mailed to you at our apartment by first class mail; or personally handed to you or anyone in your apartment; or left at your apartment in your absence. Any notice from you to us will be deemed delivered when received at our office, certified mail, return receipt requested or personally delivered to our office staff during normal business hours.

12. RIGHT TO ENTER: You consent to our entering your apartment during reasonable hours for any inspections, maintenance and repairs, and pest control procedures which we deem necessary in our sole discretion; and for delivering notices and for other purposes as provided by law.

13. REPAIR AND MAINTENANCE: You acknowledge that you have inspected the apartment and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You are responsible for the removal of trash and garbage from your apartment to the appropriate collection point and for maintaining your apartment in a clean and sanitary condition. Damage to locks or keys lost or damaged by you will be repaired and/or replaced by us at your expense. We will maintain air conditioning and heating equipment; plumbing fixtures and facilities; electrical systems, and appliances provided by us. Any damage to your apartment or the premises, except for normal wear, caused by you or your invitees will be corrected, repaired, or replaced at your expense. You must immediately notify us in writing of any needed maintenance or repair. You must inspect your fire alarm at least once a month to determine if it is working properly and notify us of any deficiency.

14. ALTERATIONS: You may not make alterations or additions, nor install or maintain in the apartment or any part of the premises, any fixtures, large appliances, devices, or signs without our written consent. You may not install any ceiling fixture or penetrate the ceiling. Any alterations, additions, or fixtures which are made or installed will remain a part of the apartment, unless we specifically agree otherwise.

15. LIABILITY: We will not be liable for any damage, loss, or injury to persons or property occurring within your apartment or upon the premises, whether caused by us or someone else. You are responsible for obtaining your own casualty and liability insurance, and, with respect to your family or invitees, agree to save and hold us harmless and indemnify us from any liability. WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY. Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

16. SECURITY: We do not provide and have no duty to provide security services for your protection or the protection of your property. You must look solely to the public police for such protection. We will not be liable for failure to provide security services to protect you, your family, or others, or your property from the criminal or wrongful acts of our employees, agents, or others. If, from time to time, we provide any security services, those services are only for the protection of our property and will not constitute a waiver of, or in any manner modify, this disclaimer.

17. FIRE AND CASUALTY: If your apartment becomes unoccupiable because of fire or other casualty or unforeseen event, we may, at our option, terminate this lease or repair the apartment within thirty (30) days. If we elect not to repair the apartment, this lease will immediately terminate. If we do elect to repair the apartment, and if the damage is not due to your, your family's, or invitee's negligence, the rent will abate during the time you cannot occupy the apartment. Nothing may be used or kept in or about your apartment which would in any way affect the terms and conditions of our fire and extended coverage insurance policy, be a violation of law, or otherwise be a hazard.

18. WAIVERS: Our acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights nor an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our right to other remedies. Your rights under this lease are subordinated to any present or future mortgages on the premises. We may assign our interest in this lease.

19. POSSESSION: If the apartment is not ready for your occupancy on the beginning date of this lease due to causes beyond our control, the beginning date may be extended up to 30 days or the lease may be voided at our option. We shall not be liable for any of your expenses caused by such delay or termination.

20. APPLICATION: If any information given by you in your application is false, we may, at our option, terminate this lease. You will notify us promptly in writing of any change in the information provided to us in your application.

21. RADON GAS: We are required by Florida Statute 404.056 (8) to give the following notification to you. "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 public health unit."

22. POLICIES: In addition to the policies below, you must observe any other reasonable policies which may be given to you now or are later implemented by us.

(a) Except for automobiles, no vehicles (including motorcycles, trucks, boats or boat trailers, campers, travel trailers and motorhomes) may be parked on the premises without our prior written consent. All vehicles must be currently licensed and in good operating condition and must be parked only within spaces provided for parking. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single designated parking space, or in entrances or exits. Any violations of the foregoing rules will subject the vehicle to being towed without notice at the owner's expense. We are not liable for any damage arising as a result of towing. You acknowledge that it is your responsibility to advise your guests and invitees of the proper manner for the parking of their vehicles and you further agree to determine in each case that they have complied therewith. You agree to indemnify and hold us harmless for any claims by your guests or invitees for the towing of their vehicles for violation of these rules; you agree to pay for said towing and other charges related thereto as additional rent to be paid immediately. We may impose additional parking regulations including limiting the number of vehicles which you or your guests may park on the premises, requiring the use of parking decals on vehicles, and/or assigning parking spaces. No more than one vehicle is allowed for each adult resident without our written consent.

(b) No vehicle maintenance or repairs or similar activities may be performed on the premises.

(c) Solicitation by you or others is not allowed on the premises.

(d) No awnings or other projections, including air conditioners, or wiring may be attached to or extended from the outside of any apartment or building except by us, or as provided for in this lease agreement.

(e) Locks may not be altered nor may new locks, knockers, or other door or window attachments be installed without our prior written consent.

(f) No noise, music or other sounds, or conduct or attire (or lack of) is permitted at any time in such manner as to disturb or annoy other persons. Certain attire may be prohibited such as "T-back" swim suits.

(g) No spikes, adhesives, screws, hooks or nails, or the like may be driven into or applied to the walls, ceilings, floors, doors, or other surfaces without our prior written consent except that small nails may be used for hanging wall decorations. You are responsible for the cost of repairing any holes.

S/B

CO

(h) No water-filled furniture is permitted except waterbeds. Waterbeds are not permitted unless we are first protected as a loss payee on an insurance policy approved by us.

(i) Any draperies or other window covering must be white or lined in white so that only white may be seen from outside your apartment.

(j) No signs or other objects which we deem to be unsightly may be displayed in your windows or elsewhere on the premises.

(k) Water may not be wasted. Water hoses may be used only with automatic shut-off nozzles. Washing of vehicles may be restricted to designated areas and times. Outside water use may be prohibited.

(l) Patios, balconies, hallways, and entrances may not be used to store belongings. Only appropriate potted plants and outdoor furniture are permitted on patios and balconies. Hanging of clothes, garments, towels, or rugs over the railing of balcony patios will not be permitted.

(m) If your apartment has a balcony, terrace or patio that is totally within the premises being leased will have the right to install a satellite dish (no larger than one meter in diameter) or stick-type antenna without the express prior approval of the apartment owner or manager under the following conditions.

- (1) Residents may not install a satellite dish/antenna on any other part of the property other than the patio, balcony or terrace as described above. The installation of the dish/antenna cannot cause damage to the patio, balcony or terrace beyond normal wear and tear of the structure.
- (2) Residents may not install a dish/antenna on an outside window sill, roof or common area balcony or stairway.
- (3) The resident is liable for the safety of the satellite dish/antenna and will be required to provide owner/manager with legal document indemnifying the owner/manager of any legal responsibility as a result of the dish/antenna.
- (4) Resident must obtain and keep adequate liability insurance in force related to the dish/antenna.
- (5) Resident may not drill any holes in the outside wall, roof, balcony, railing, glass or other structure of the apartment building.
- (6) The dish/antenna must not be installed precariously and the dish/antenna can not extend beyond the balcony, patio or terrace railing.

23. MOLD & MILDEW: Resident acknowledges that the apartment unit is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide ventilation and dehumidification of the apartment to retard or prevent the growth of mold and mildew. Resident agrees to be responsible for properly ventilating and dehumidifying the apartment and the contents to retard and prevent mold and mildew and that Management shall not be responsible for damages caused by mold and mildew.

24. DELIVERED PACKAGES: Resident agrees and understands that packages accepted for the resident by the Management or its representatives will not be kept in an area locked or secured in any way, and that the resident may not hold the aforementioned apartments or the managing agent responsible for packages if they are lost or damaged. Furthermore, the resident understands that packages left over (14) fourteen days will be returned to the sender. Resident understands that the property management and its representatives are not responsible for contacting the resident regarding any packages delivered to the office. It is the responsibility of the deliverer to notify the resident of the delivery.

25. DRUG FREE HOUSING: In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:

(a) Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

(b) Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.

(c) Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

(d) Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drugs paraphernalia at any location, whether on, near or within sight of the premises or otherwise.

(e) Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on, near or within sight of the premises.

(f) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION but shall be a preponderance of the evidence.

(g) In case of conflict between the provisions of this section and any other provisions of the Rental Agreement, the provisions of this section shall govern.

26. GRILLING POLICY: The storage and use of outdoor grills is mandated by county, and/or state law. You therefore, must obtain written approval from management before using or storing any charcoal or gas grill on the premises.

SB CB [Signature]

CONFIDENTIAL

To the exclusive attention of:

Recipient: Daniella

Company: Stoneybrook

Voice Number:

Fax Number: 3641178

Sent By: Eliot I. Bernstein

Company: Iviewit Holdings, Inc.

Fax Number: 5613644240

Voice Number: 5613644240

Date: 3/17/2005

Time: 2:52:01 PM

Total No. Pages: 5

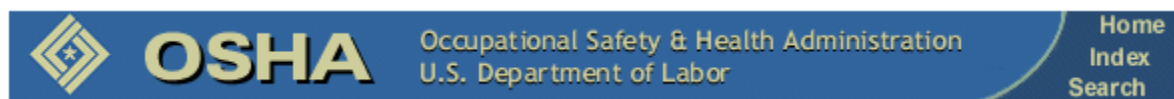
Subject: thanks from eliot and candice and kids

Message:

Your are a negotiator after my heart not anything else and that is a quality few and far between.

I appreciate and my wife and kids all the spotless effort throughout a most frightful hurricane and for caring about my personal issue. I like to deliver on documents I promise in a timely fashion so these are docs. I might have complained to FEMA not you about damage from water electrical, again I apologize. I am a little confused at the moment in fear of lung thing and my wife is studying carpet mites and lung cancer on the internet. We appreciate your caring resolve and have passed this info on.

FEDERAL EMERGENCY MANAGEMENT AGENCY Application/Registration for Disaster Assistance		Registration ID. <i>O.M.B. No. 3067-0009</i> 91-1646199	Expires Feb. 28, 2003	DR No. 1545	Language English
1. Name <i>(Last, First, MI)</i> MS. BERNSTEIN, CANDICE M		2. Social Security Number 569-31-8897		3. Date of loss 9/3/2004	
4A. Damaged phone number (561) 364-4240	4B. Cell phone number (561) 716-8970	4C. Current phone number (561) 364-4240	4D. Work phone number None	4E. Email address	
5. Address of Damaged Property	Street Address 10158 STONEHENGE CIR APT 801	City BOYNTON BEACH	State FL	Zip+4 33437 - 3546	County PALM BEACH
6. Do you own or rent your home? Rent	7. Is the address listed in #5 your primary residence? Yes	8. Type of residence: Aptm/Condo/Twnhse/Multi-family		9. What is your current location? Above Address	
10. Cause of Damages: Hail/Rain/Wind Driven Rain					
11. Current Mailing address		10158 STONEHENGE CIR APT 801	BOYNTON BEACH	FL	33437
12. Auto Damage: No					
13A. Was your home damaged by the disaster? No		13B. Personal property damaged? Yes			
13C. Was the access to your home restricted? Not Restricted					
14. Are any of your essential utilities currently not working as a result of the disaster?					
15. Do you have any disaster-related essential needs for food, clothing or shelter? No					
16. Do you own or lease a working farm or ranch that was affected by the disaster? <i>(Does not include farm home)</i> No					
17. Do you own a business or rental property which was affected by the disaster? <i>(Not farm damage)</i> No					
18. Has anyone in your family lost work or become unemployed due to the disaster? <i>(including self-employed)</i> Yes					
19A. Did you have any disaster related medical expense? No		Was it insured?		Amount of loss?	
19B. Did you have any disaster related dental expense? No		Was it insured?		Amount of loss?	
19C. Did you have any disaster related funeral expense? No		Was it insured?			
19D. Did you have any disaster related moving and storage expenses? No		Were they covered by insurance?			
20. Other / Miscellaneous disaster related damages					
21. Names of all persons living in home at the time of disaster					
BERNSTEIN, CANDICE M		Relationship	Social Security Number	Age	Dependent
		Registrant	569-31-8897	32	Y
BERNSTEIN, ELIOT I		Co-Reg/Spouse	361-62-2566	41	Y
22. Employer/Source of income: RICHARDS STEAK HOUSE		23. Total number of dependents claimed (including applicant): 5		24. Would you like to use the EFT option if eligible for assistance? (Electronic funds Transfer into your bank account) No	
25. Annual pre-disaster gross income for all members of the family: \$ 19200					
26. Company Name			Policy Number		
27. You have been referred to the following sources for Disaster Aid. For more information, refer to the enclosed program guide as well as the disaster assistance program information sheet. Disaster Unemployment Assistance					
If you have any questions or feel our information is incorrect, please call the Disaster Helpline at 1-800-621-FEMA, or for the speech or hearing impaired only, call 1-800-462-7585			28. Date of Application: 10/20/2004		29. Information taken by:



[Technical Links](#) > [Sampling & Analytical Methods](#) > [Index](#)

1,1-DICHLORO-1-FLUOROETHANE (Freon 141b)
1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE (Freon 113)



Method number:	113	
Matrix:	Air	
Target concentrations:	<u>Freon 141b</u> 1000 ppm	<u>Freon 113</u> 1000 ppm
OSHA PEL:	1000 ppm (7600 mg/m ³)	
ACGIH TLV:	1000 ppm (TWA) (7600 mg/m ³) 1250 ppm (STEL) (9580 mg/m ³)	
Procedure:	Samples are collected by drawing a known volume of air through two standard size (6-mm o.d., 150/75) Anasorb CMS tubes connected in series. Samples are desorbed with carbon disulfide and analyzed by GC using a flame ionization detector (FID).	
Recommended air volume and sampling rate:	1 L at 50 mL/min (20 min)	
Reliable quantitation limits:	<u>Freon 141b</u> 2.7 ppm (13 mg/m ³)	<u>Freon 113</u> 3.1 ppm (24 mg/m ³)
Standard error of estimate at the target concentration:	<u>Freon 141b</u> 5.6%	<u>Freon 113</u> 5.4%
Status of method:	Evaluated method. This method has been subjected to the established evaluation procedures of the Organic Methods Evaluation Branch.	
Date: November 1998	Chemist: Donald Burrigot	

Organic Methods Evaluation Branch
OSHA Salt Lake Technical Center
Salt Lake City, UT 84115-1802

1. General Discussion

1.1 Background

1.1.1 History

There has been an assortment of samplers to collect chlorofluorocarbons (Freons). They include standard charcoal tubes (100/50 mg), Carbosieve S-III (130/65 mg), jumbo charcoal tubes (400/200 mg), and two charcoal tubes in series (400/200 mg followed by 100/50 mg). (Refs. [5.1-5.4](#)) The following adsorbents were tested for their capacity to collect Freons: activated coconut charcoal, Carbosieve S-III, Carbotrap, Carboxen 1000, Carboxen 1003, Anasorb CMS and Anasorb 747. Fluorotrichloromethane (Freon 11), dichlorodifluoromethane (Freon 12), chlorodifluoromethane (Freon 22) and 1,1,2-trichloro-1,2,2-trifluoroethane (Freon 113) were selected for testing based on the number of samples analyzed at the Salt Lake Technical Center (SLTC). 1,1,1,2-Tetrafluoroethane (Freon 134a) and 1,1-dichloro-1-fluoroethane (Freon 141b) were added to the list as commonly used members of the new 'environmentally-safe' Freons. Freon 11 was later dropped from testing because SLTC did not have adequate equipment to produce an atmosphere of stable concentration. Anasorb CMS (carbon molecular sieve) had the most capacity to collect the five Freons tested. So that all of the Freons could have at least a 15-min sampling time, at least 225 mg of Anasorb CMS must be in the front section of the sampling device. Therefore the sampling device consists of two Anasorb CMS tubes (each containing two sections, 150/75 mg) in series. A goal of this work was to find a common sampler with a common sampling time for all five of the selected Freons.

Attempts to desorb the Freons from Anasorb CMS resulted in low recovery. This was due to the amount of air displaced and heat generated when the desorbing solvent was added to the vial containing the adsorbent. Several solvents and techniques were tried with poor results. An aluminum block had holes drilled into it to fit the desorption vial. One technique that had worked with other analytes was to cool everything. The block, vials containing adsorbent, pipettes and desorbing solvent were all cooled to -20 °C. The recovery of Freon from Anasorb CMS with these chilled components was less than 65%. The 'boiling' action observed in the vial was allowing the Freon to be driven out of solution and escape from the vial before it could be sealed with a cap. A room-temperature solution to this problem was found. The Anasorb CMS and desorbing solution are placed inside a vial and are not permitted to mix until the vial is sealed. Freon can not escape but is dissolved into the desorbing solution after the bubbles stop forming.

This method covers only Freon 141b and Freon 113 because all five Freons being studied were not soluble in the same solvent. This procedure uses carbon disulfide to desorb the samples. Freon 12, Freon 22 and Freon 134a are more soluble in a desorbing solution consisting of 60/40 dimethyl formamide/carbon disulfide and will be described in a later method.

1.1.2 Toxic effects (This section is for information only and should not be taken as the basis of OSHA policy.)

Short-term exposure to Freon 113 may cause irritation of the eyes and

throat or drowsiness. Breathing high concentrations may cause the heart to beat irregularly or to stop. Prolonged or repeated skin exposure to Freon 113 may cause skin irritation. ([Ref. 5.5](#))

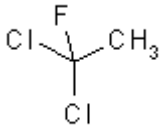
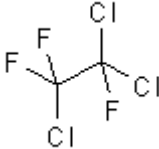
Exposure to Freon 141b may cause dizziness, eye irritation, difficulty in breathing, rapid heartbeat, and low blood pressure. ([Ref. 5.6](#))

1.1.3 Workplace exposure

Freon 113 has been used as a refrigerant, a heat transfer medium, a solvent for oils and gums, a film processing solvent, a degreasing and dry-cleaning solvent, and an intermediate in the manufacture of chlorotrifluoroethylene. The Montreal Protocol on Substances that Deplete the Ozone Layer is expected to cause an international decline in its use and production in the 1990s. ([Ref. 5.7](#))

Freon 141b is one of the new 'environmentally-safe' Freons. It is used as a degreasing solvent and as a blowing agent for refrigerator insulation. The US Clean Air Act mandates the phase out of Freon 141b by 2003 as it also depletes the ozone. ([Ref. 5.8](#))

1.1.4 Physical properties and other descriptive information (Refs. [5.6](#), [5.7](#) and [5.9](#))

	<u>Freon 141b</u>	<u>Freon 113</u>
CAS number:	1717-00-6	76-13-1
molecular weight:	116.95	187.38
boiling point, °C:	32	48
melting point, °C:	- 103	- 35
color:	colorless	colorless
specific gravity:	1.25	1.57
molecular formula:	C ₂ H ₃ Cl ₂ F	C ₂ Cl ₃ F ₃
vapor pressure, kPa (mmHg):	2 (15)	44 (330)
odor:		slight ethereal
solubility:	insoluble in water	alcohol; ether; benzene; 0.02% in water
synonyms:	Freon 141b; FC-141b; HCFC-141b	Freon 113; CFC-113; F-113; TTE
structural formulas:		

The analyte air concentrations throughout this method are based on the recommended

sampling and analytical parameters. Air concentrations listed in ppm are referenced to 25 °C and 101.3 kPa (760 mmHg).

1.2 Limit defining parameters

1.2.1 Detection limit of the analytical procedure

The detection limits of the analytical procedure are 0.12 and 0.26 ng for Freon 141b and Freon 113, respectively. These are the amounts of each analyte that will give a response that is significantly different from the background response of a reagent blank. (Sections [4.1](#) and [4.2](#))

1.2.2 Detection limit of the overall procedure

The detection limits of the overall procedure are 4.0 (0.84 ppm or 4.0 mg/m³) and 7.2 (0.94 ppm or 7.2 mg/m³) µg per sample for Freon 141b and Freon 113, respectively. These are the amounts of each analyte spiked on the sampler that will give a response that is significantly different from the background response of a sampler blank. (Sections [4.1](#) and [4.3](#))

1.2.3 Reliable quantitation limit

The reliable quantitation limits are 13 (2.7 ppm or 13 mg/m³) and 24 (3.1 ppm or 24 mg/m³) µg per sample for Freon 141b and Freon 113, respectively. These are the amounts of analyte spiked on a sampler that will give a signal that is considered the lower limit for precise quantitative measurements. (Section [4.4](#))

1.2.4 Precision (analytical Procedure)

The precision of the analytical procedure, measured as the pooled relative standard deviation over a concentration range equivalent to the range of 0.5 to 2 times the target concentration, is 0.93% and 0.45% for Freon 141b and Freon 113, respectively. (Section [4.5](#))

1.2.5 Precision (overall procedure)

The precision of the overall procedure at the 95% confidence level for the ambient temperature 18-day storage tests (at the target concentration) is ±11.0 and ±10.5 for Freon 141b and Freon 113, respectively. This includes an additional 5% for sampling error. (Section [4.6](#))

1.2.6 Recovery

The recoveries of Freon 141b and Freon 113 from samples used in the 15-18 day storage tests remained above 99.2% and 100.7% respectively when the samples were stored at 22 °C. (Section [4.7](#))

1.2.7 Reproducibility

Six samples, for each analyte, were spiked with a solution containing one of the Freons after 1 L of humid air had been drawn through the sampling tubes. These samples were

submitted for analysis by one of the OSHA Salt Lake Technical Center's service branch laboratories along with a draft copy of this procedure. The samples were analyzed after 15 days of storage at 4 °C. No individual sample result deviated from its theoretical value by more than the precision reported in Section [1.2.5](#). (Section [4.8](#))

2. Sampling Procedure

2.1 Apparatus

2.1.1 Samples are collected using a personal sampling pump calibrated, with the sampling device attached, within $\pm 5\%$ at the recommended flow rate.

2.1.2 Samples are collected with two 7-cm \times 4-mm i.d. \times 6-mm o.d. glass sampling tubes, each packed with two sections of (150/75 mg) Anasorb CMS, connected in series. The sections are held in place with a glass wool plug and two urethane foam plugs. For this evaluation, commercially prepared sampling tubes were purchased from SKC, Inc. (catalog no. 226-121).

2.2 Reagents

None required.

2.3 Technique

2.3.1 Immediately before sampling, break off the ends of both sampling tubes. All tubes should be from the same lot. Connect the outlet end of one tube to the inlet end of the other tube with a 1-in. length of $\frac{3}{16}$ -in. i.d. silicone rubber tubing. Ensure that the connection is secure and that the broken ends of the tubes just touch each other. Be careful not to cut the silicone tubing with the sharp ends of the sampling tubes.

2.3.2 Attach the sampling device to the sampling pump with flexible, non-crimping tubing. It is desirable to utilize sampling tube holders which have a protective cover to shield the employee from the sharp, jagged end of the sampling tube. Position the tubes so that the sampled air first passes through the inlet of the sampling device.

2.3.3 Air being sampled should not pass through any hose or tubing before entering the sampling device.

2.3.4 To avoid channeling, attach the sampler vertically with the inlet pointing downward, in the worker's breathing zone. Position the sampler so it does not impede work performance or safety.

2.3.5 After sampling for the appropriate time, immediately remove the sampling device, separate the tubes and seal them with plastic end caps.

2.3.6 Wrap each tube end-to-end with an OSHA-21 form.

2.3.7 Submit at least one blank sample with each set of samples. Handle the blank sampling tube in the same manner as the other samples, except

draw no air through it.

2.3.8 Record sample air volumes (in liters) for each sample, along with any potential interferences.

2.3.9 Ship any bulk sample(s) in a container separate from the air samples.

2.3.10 Submit the samples to the laboratory for analysis as soon as possible after sampling. If delay is unavoidable, store the samples at reduced temperature.

2.4 Sampler capacity

Sampler capacity is determined by measuring how much air can be sampled before the analyte breaks through the sampler, i.e., the sampler capacity is exceeded. Breakthrough is considered to occur when the effluent from the sampler contains a concentration of analyte that is 5% of the upstream concentration (5% breakthrough). Testing for breakthrough was performed by using a GC/FID to monitor the effluent from sampling tubes, each containing 225-mg of Anasorb CMS. Dynamically generated test atmospheres, which were about two times the target concentration of each analyte, were used for the capacity tests. The samples were collected at 50 mL/min and the relative humidity was about 75% at 25 °C. The 5% breakthrough air volumes were calculated from the data of duplicate determinations and are 8.66 and 3.88 L for Freon 141b and Freon 113, respectively. (Section 4.9) A goal of this procedure was to develop a common sampling device with a common sampling time for all five studied Freons. 1,1,1,2-Tetrafluoroethane had the shortest sampling time and that was the limiting factor in selecting the 20-min sampling time.

2.5 Desorption efficiency

2.5.1 The average desorption efficiencies for Freon 141b and Freon 113 from Anasorb CMS over the range of 0.5 to 2.0 times the target concentrations (TC) are 99.6% and 100.3%, respectively. (Section 4.10)

2.5.2 The desorption efficiencies at 0.05, 0.1 and 0.2 times the target concentrations (TC) were found to be very good and are listed below. (Section 4.10)

Table 2.5.2
Desorption Efficiencies at
0.05 to 0.2 times TC, %

TC	Freon 141b	Freon 113
0.05×	98.3	98.4
0.1×	99.0	98.8
0.2×	100.5	98.9

2.5.3 Desorbed samples remain stable for at least 24 h.

2.6 Recommended air volume and sampling rate

2.6.1 For long-term samples, collect 1.0 L at 50 mL/min for 20 min.

2.6.2 For short-term samples, collect 0.75 L at 50 mL/min for 15 min.

2.6.3 When short-term samples are collected, the air concentration equivalent to the reliable quantitation limit becomes larger. For example, the reliable quantitation limits are 3.6 ppm (17 mg/m³) and 4.1 ppm (32 mg/m³) for Freon 141b and Freon 113, respectively, when 0.75 L is sampled.

2.7 Interferences (sampling)

2.7.1 It is not known if any compounds will severely interfere with the collection of Freon 141b or Freon 113 on Anasorb CMS. In general, the presence of other contaminant vapors in the air will reduce the capacity of Anasorb CMS to collect both analytes.

2.7.3 Suspected interferences should be reported to the laboratory with submitted samples.

2.8 Safety precautions (sampling)

2.8.1 The sampling equipment should be attached to the worker in such a manner that it will not interfere with work performance or safety.

2.8.2 All safety practices that apply to the work area being sampled should be followed.

2.8.3 Protective eyewear should be worn when breaking off the ends of the glass sampling tubes.

3. Analytical Procedure

3.1 Apparatus

3.1.1 Gas chromatograph equipped with an FID. For this evaluation, a Hewlett-Packard 5890 Series II Gas Chromatograph equipped with a 7673A Automatic Sampler was used. A Forma Scientific Model 2006 refrigerated circulator was used to cool the sample tray of the HP 7673A to 10 °C to minimize evaporation.

3.1.2 A GC column capable of separating the analyte of interest from the desorbing solvent, internal standard and any interferences. A 60-m × 0.32-mm i.d. fused silica DB-624 column with a 1.8-µm d_f (J&W Scientific, Folsom, CA) was used in this evaluation.

3.1.3 An electronic integrator or some other suitable means of measuring peak areas. A Waters 860 Networking Computer System and an HP GC ChemStation were used in this evaluation.

3.1.4 Two- and four-milliliter vials with polytetrafluoroethylene-lined caps. Seven-milliliter scintillation vials with polytetrafluoroethylene-lined caps.

3.1.5 Three-fourths milliliter autosampler vials (8-mm × 30-mm) from Kimble Glass (catalog no. 60831D-830).

3.1.6 A dispenser capable of delivering 4.0 mL of desorbing solvent to prepare standards and samples. If a dispenser is not available, a 4.0-mL volumetric pipette may be used.

3.2 Reagents

3.2.1 1,1-Dichloro-1-fluoroethane (Freon 141b), reagent grade or better. The Freon 141b, 97%, used in this evaluation was purchased from PCR, Inc. (Gainesville, FL).

3.2.2 1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113), reagent grade or better. The Freon 113, distilled in glass, used in this evaluation was purchased from Burdick & Jackson Laboratories, Inc. (Muskegon, MI).

3.2.3 Carbon disulfide (CS₂), reagent grade or better. The CS₂, 99.9+% - low benzene, used in this evaluation was purchased from Aldrich Chemical (Milwaukee, WI).

3.2.4 A suitable internal standard, reagent grade. The benzene, 99.94%, used in this evaluation was purchased from EM Science (Gibbstown, NJ).

3.2.5 Desorbing solvent. The desorbing solvent contains 200 µL of benzene per 1 L of CS₂.

3.2.6 GC grade nitrogen, air, and hydrogen.

3.3 Standard preparation

3.3.1 Prepare concentrated stock standard of Freon 141b and Freon 113 in CS₂. Prepare working analytical standards by injecting microliter amounts of concentrated stock standards into 4-mL vials containing 4.0 mL of desorbing solvent delivered from the same dispenser used to desorb samples. Transfer the standard solution to 2-mL autosampler vials, if necessary. For example, to prepare a target level standard of Freon 141b, inject 20 µL of a stock solution containing 246 mg/mL of Freon 141b in CS₂ into 4 mL of desorbing solvent.

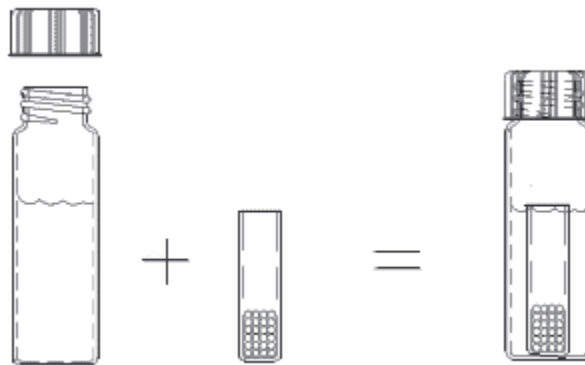
3.3.2 Bracket sample concentrations with working standard concentrations. If samples fall outside the concentration range of prepared standards, prepare and analyze additional standards or dilute the sample.

3.4 Sample preparation

3.4.1 Remove the plastic end caps from the sample tube and carefully transfer both sections of the adsorbent (225 mg) to a 0.75-mL vial. Do not place any markings or tape on the 0.75 mL vial because it will be placed in the desorbing solvent. Discard the glass tube, urethane foam plugs and glass wool plug. Place the 225 mg of adsorbent from the back-up tube in a separate 0.75 mL vial.

3.4.2 Add 4.0 mL of desorbing solvent to each 7-mL scintillation vial using the same dispenser as used for preparation of standards.

3.4.3 Insert the 0.75-mL vial into the 7-mL vial and immediately seal the 7-mL vial with a polytetrafluoroethylene-lined cap.



3.4.4 Shake the vial vigorously by hand several times while keeping the vial horizontally during the next 60 min. This will permit the solvent inside the small vial to mix with the solvent in the larger vial. Do not use a mechanical shaker to agitate the sample. The adsorbent beads will cause the small vial to become stuck in the neck of the larger vial and the result will be inadequate desorption.

3.4.5 Transfer the sample solution to a 2-mL autosampler vial, if necessary.

3.5 Analysis

3.1 Analytical conditions

GC conditions

zone temperatures: 35 °C (column)
250 °C (injector)
300 °C (detector)

run time: 15 min

column gas flow: 2.5 mL/min (hydrogen)

septum purge: 1.5 mL/min (hydrogen)

injection size: 1.0 µL (10.2: 1 split)

column: 60-m × 0.32-mm i.d. capillary DB-624 ($d_f = 1.8 \mu\text{m}$)

retention times: 6.03 min (Freon 141b)
6.55 min (Freon 113)
10.03 min (benzene)

FID conditions

hydrogen flow: 34 mL/min

air flow: 450 mL/min

makeup flow: 33 mL/min (nitrogen)

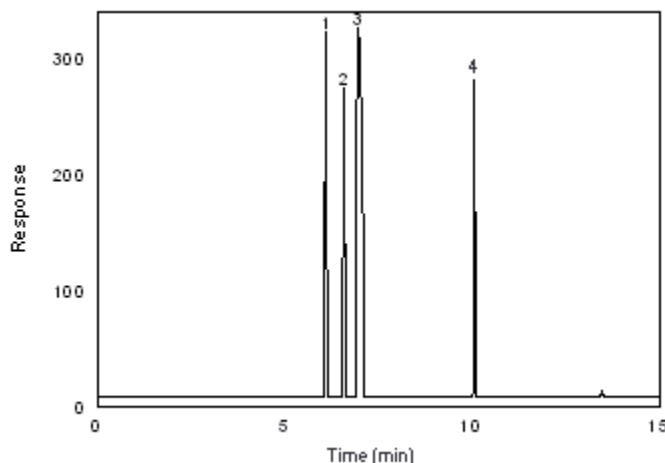


Figure 3.5.1. Chromatogram of Freon 141b and Freon 113 at the target concentration. 1 - Freon 141b, 2 - Freon 113, 3 - CS₂, 4 - benzene.

3.2 An internal standard (ISTD) calibration method is used. A calibration curve can be constructed by plotting micrograms of analyte per sample versus ISTD-corrected response of standard injections. Bracket the samples with freshly prepared analytical standards over a range of concentrations.

3.6 Interferences (analytical)

3.6.1 Any compound that produces an FID response and has a similar retention time as the analytes or internal standard is a potential interference. If any potential interferences were reported, they should be considered before the samples are desorbed.

3.6.2 Generally, chromatographic conditions can be altered to separate an interference from the analyte.

3.6.3 When necessary, the identity or purity of an analyte peak may be confirmed with additional analytical data. (Section [4.11](#))

3.7 Calculations

The amount of analyte per sampler is obtained from the appropriate calibration curve in terms of micrograms per sample, uncorrected for desorption efficiency. The back tube is analyzed primarily to determine if there was any breakthrough from the front tube during sampling. If a significant amount of analyte is found on the back tube (e.g., greater than 25% of the amount found on the front tube), this fact should be reported with the sample results. If any analyte is found on the back tube, it is added to the amount on the front tube. This amount is then corrected by subtracting the total amount (if any) found on the blank. The air concentration is calculated using the following formulae.

$$\text{mg/m}^3 = \frac{(\text{micrograms of analyte per sample})}{(\text{liters of air sampled})(\text{desorption efficiency})}$$

$$\text{ppm} = \frac{(\text{mg/m}^3)(24.46)}{(\text{molecular weight of analyte})}$$

where molar volume at 25 °C and 101.3 kPa (760 mmHg) is 24.46

molecular weight of Freon 141b is 116.95

molecular weight of Freon 113 is 187.38

3.8 Safety precautions (analytical)

3.8.1 Adhere to the rules set down in your Chemical Hygiene Plan.

3.8.2 Avoid skin contact and inhalation of all chemicals.

3.8.3 Wear safety glasses, gloves and a lab coat at all times while in the laboratory areas.

4. Backup Data

4.1 Determination of detection limits

$$Y_{DL} - Y_{BR} = 3(SD_{BR})$$

Detection limits, in general, are defined as the amount (or concentration) of analyte that gives a response (Y_{DL}) that is significantly different [three standard deviations (SD_{BR})] from the background response (Y_{BR}).

$$SEE = \sqrt{\frac{\sum (Y_{obs} - Y_{est})^2}{n - k}}$$

The measurement of Y_{BR} and SD_{BR} in chromatographic methods is typically inconvenient and difficult because Y_{BR} is usually extremely low. Estimates of these parameters can be made with data obtained from the analysis of a series of analytical standards or samples whose responses are in the vicinity of the background response. The regression curve obtained for a plot of instrument response versus concentration of analyte will usually be linear. Assuming SD_{BR} and the precision of the data about curve are similar, the standard error of estimate (SEE) for the regression curve can be substituted for SD_{BR} in the above equation. The following calculations derive a formula for DL:

where Y_{obs} is observed response

Y_{est} is estimated response from regression curve

n is total number of data points

k is 2 for linear regression curve

At point Y_{DL} on the regression curve

$$Y_{DL} = A(DL) + Y_{BR}$$

where A is analytical sensitivity (slope)

therefore

$$DL = \frac{(Y_{DL} - Y_{BR})}{A}$$

Substituting $3(SEE) + Y_{BR}$ for Y_{DL} gives

$$DL = \frac{3(SEE)}{A}$$

4.2 Detection limit of the analytical procedure (DLAP)

The DLAP is measured as the mass of analyte actually introduced into the chromatographic column. Ten analytical standards were prepared in equal descending increments with the highest standard containing 19.2 and 30.7 $\mu\text{g/mL}$ of Freon 141b and Freon 113, respectively. This is the concentration that would produce a peak approximately 10 times the baseline noise of a reagent blank near the elution time of the analyte. These standards, and the reagent blank, were analyzed with the recommended analytical parameters (1- μL injection with a 10.2:1 split), and the data obtained were used to determine the required parameters (A and SEE) for the calculation of the DLAP.

Table 4.2.1.
DLAP Data for Freon 141b
A = 186 SEE = 7.16

concentration ($\mu\text{g/mL}$)	mass on column (ng)	area counts ($\mu\text{V-s}$)
0	0	0
1.92	0.188	16
3.85	0.377	50
5.77	0.565	89
7.69	0.754	124
9.61	0.942	160
11.5	1.13	194
13.5	1.32	231
15.4	1.51	258
17.3	1.70	303
19.2	1.89	348

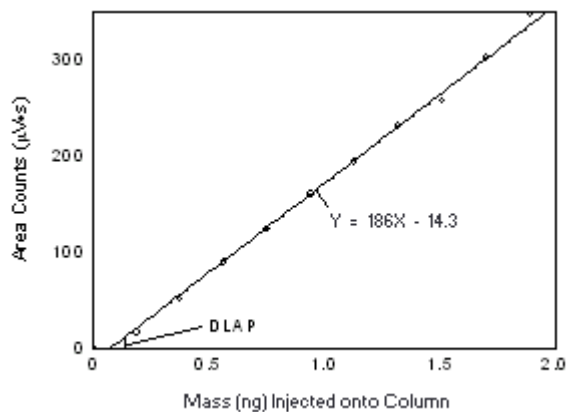


Figure 4.2.1. Plot of the data from Table 4.2.1 to determine the DLAP of Freon 141b, DLAP = 0.12 ng.

Table 4.2.2.
DLAP Data for Freon 113
A = 112 SEE = 9.87

concentration (µg/mL)	mass on column (ng)	area counts (µV-s)
0	0	0
3.07	0.301	16
6.14	0.602	43
9.21	0.903	96
12.3	1.20	137
15.4	1.50	165
18.4	1.81	184
21.5	2.11	216
24.6	2.41	256
27.6	2.71	302
30.7	3.01	330

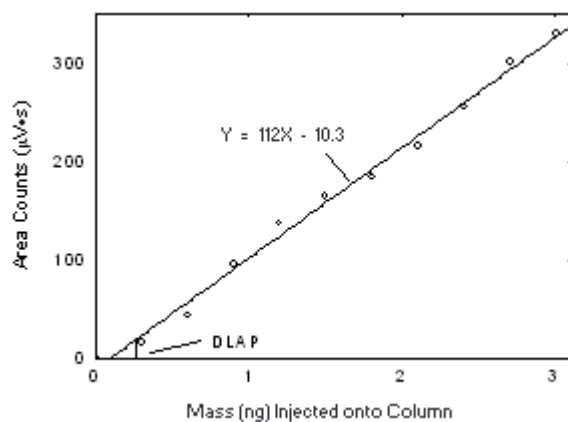


Figure 4.2.2. Plot of the data from Table 4.2.2 to determine the DLAP of Freon 113, DLAP = 0.26 ng.

4.3 Detection limit of the overall procedure (DLOP)

The DLOP is measured as mass per sample and expressed as equivalent air concentration, based on the recommended sampling parameters. Ten samplers were spiked with equal descending increments of analyte, such that the highest sampler loading was 76.9 and 123 µg/sample of Freon 141b and Freon 113, respectively. This is the amount, when spiked on a sampler, that would produce a peak approximately 10 times the baseline noise for a sample blank. These spiked samplers, plus a sample blank, were analyzed with the recommended analytical parameters, and the data obtained used to calculate the required parameters (A and SEE) for the calculation of the DLOP. For Freon 141b, the values of 4.12 and 44 were obtained for A and SEE, respectively and the DLOP was calculated to be 4.0 µg per sample (0.84 ppm or 4.0 mg/m³). For Freon 113, the values of 2.33 and 62 were obtained for A and SEE, respectively and the DLOP was calculated to be 7.2 µg per sample (0.94 ppm or 7.2 mg/m³).

Table 4.3.1.
DLOP Data for Freon 141b

mass per sample (µg)	area counts (µV-s)
0	0
7.69	23
15.4	55
23.1	90
30.8	120
38.5	156
46.1	185
53.8	226
61.5	252
69.2	270
76.9	314

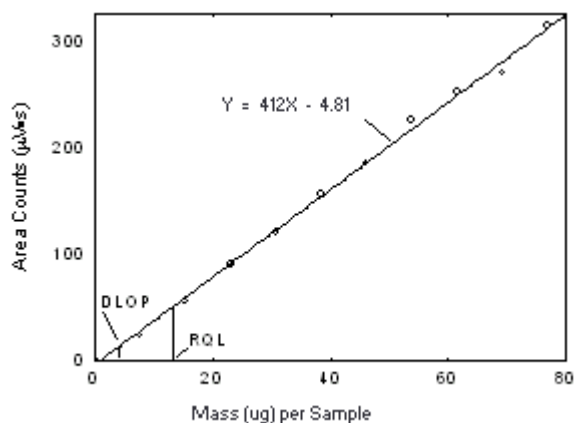


Figure 4.3.1. Plot of the data from Table 4.2.1 to determine the DLOP of Freon 141b on Anasorb CMS, (SEE = 5.44).

Table 4.3.2.
DLOP Data for Freon 113

mass per sample (µg)	area counts (µV-s)
0	0
12.3	19
24.6	54
36.8	77
49.1	112
61.4	135
73.7	159
86.0	189
98.2	218
111	261
123	284

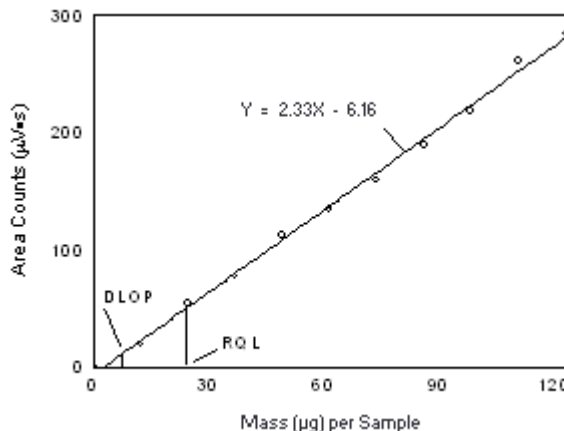


Figure 4.3.2. Plot of the data from Table 4.2.1 to determine the DLOP of Freon 113 on Anasorb CMS, (SEE = 5.62).

4.4 Reliable quantitation limit (RQL)

The RQL is considered the lower limit for precise quantitative measurements. It is determined from the regression line parameters obtained for the calculations of the DLOP (Section 4.3), providing at least 75% of the analyte is recovered. The RQL is defined as the amount of analyte that gives a response (Y_{RQL}) such that

$$Y_{RQL} - Y_{BR} = 10(SD_{BR})$$

therefore

$$RQL = \frac{10(SEE)}{A}$$

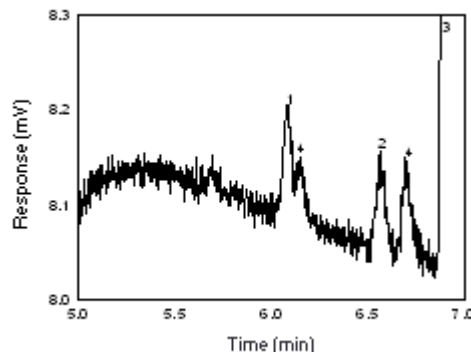


Figure 4.4. Chromatogram of the RQL for both analytes on Anasorb CMS. 1 = Freon 141b, 2 = Freon 113, 3 = CS₂, 4 = interference.

Table 4.4
Reliable Quantitation Limits

Freon 141b	Freon 113
13 µg	24 µg
2.7 ppm	3.1 ppm
13 mg/m ³	24 mg/m ³

The RQL for each analyte was calculated and is listed above. The recovery of the

analyte near the RQL was 99.5% and 96.3% for Freon 141b and Freon 113, respectively.

4.5 Precision (analytical method)

The precision of the analytical procedure is measured as the pooled relative standard deviation (RSD_p). Relative standard deviations are determined from six replicate injections of analyte standards at 0.5, 0.75, 1, 1.5 and 2 times the target concentration. After assuring that the RSDs satisfy the Cochran test for homogeneity at the 95% confidence level, RSD_p was calculated to be 0.93% and 0.45% for Freon 141b and Freon 113, respectively.

Table 4.5.1
Instrument Response to Freon 141b

× target concn (µg/mL)	0.5× 615	0.75× 923	1× 1230	1.5× 1845	2× 2460
area counts	157.23	235.20	295.72	441.19	574.19
(mV-s)	157.22	229.84	297.38	448.19	573.49
	159.56	230.53	296.14	437.30	571.21
	160.15	226.62	296.65	451.01	590.26
	156.29	229.93	300.30	444.80	585.16
	156.31	225.81	302.17	440.63	581.85
\bar{x}	157.79	229.66	298.06	443.85	579.36
SD	1.375	2.293	2.117	4.147	6.396
RSD (%)	0.871	0.999	0.710	0.934	1.104

Table 4.5.2
Instrument Response to Freon 113

× target concn (µg/mL)	0.5× 981	0.75× 1472	1× 1963	1.5× 2944	2× 3925
area counts	117.04	175.15	234.08	341.46	453.08
(mV-s)	118.30	174.88	231.15	341.14	455.29
	119.16	173.80	231.67	345.79	454.31
	118.39	176.22	230.90	343.27	457.94
	118.97	177.26	231.56	342.88	454.54
	119.72	175.66	233.42	343.47	452.17
\bar{x}	118.60	175.49	232.13	343.00	454.56
SD	0.686	0.885	1.082	1.175	4.372
RSD (%)	0.579	0.504	0.466	0.343	0.302

The Cochran test for homogeneity:

$$g = \frac{\text{largest RSD}^2}{RSD_{0.5x}^2 + RSD_{0.75x}^2 + RSD_{1x}^2 + RSD_{1.5x}^2 + RSD_{2x}^2}$$

The critical value of the g -statistic, at the 95% confidence level, for five variances,

each associated with six observations is 0.5065. The g -statistics are 0.2801 and 0.3301 for Freon 141b and Freon 113, respectively. Because the g -statistic does not exceed this value, the RSDs can be considered equal and they can be pooled (RSD_p) to give an estimated RSD for the concentration range studied.

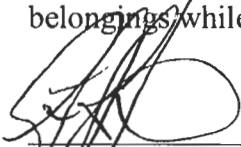
$$RSD_p = \sqrt{\frac{5(RSD_{0.5x}^2 + RSD_{0.75x}^2 + RSD_{1x}^2 + RSD_{1.5x}^2 + RSD_{2x}^2)}{5+5+5+5+5}}$$

4.6 Precision (overall procedure)

The precision of the overall procedure is determined from the storage data in Section 4.7. The determination of the standard error of estimate (SEE_r) for a regression line plotted through the graphed storage data allows the inclusion of storage time as one of the factors affecting overall precision. The SEE_r is similar to the standard de

July 6, 2005

This letter is a waiver of liability to not hold any of the maintenance staff at Equity responsible for any damages that may be caused to any of the Bernstein's personal belongings while removing them from the storage closet to clean it.



Elliot Bernstein
Elliot



Management