



## BROWARD OFFICE OF THE INSPECTOR GENERAL

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### MEMORANDUM

To: Honorable Joshua Rydell, Mayor, City of Coconut Creek  
and Members, City of Coconut Creek City Commission

From: John W. Scott, Inspector General

Date: May 26, 2022

Subject: **OIG Final Report Re: *City of Coconut Creek Commissioner Engaged in Misconduct By Being Primarily Domiciled Outside the City and By Falsely Swearing to Living In the City When Voting, Ref. OIG 21-003-M***

Attached please find the final report of the Broward Office of the Inspector General (OIG) regarding the above-captioned matter. The OIG investigation determined that City of Coconut Creek Commissioner Louis Sarbone engaged in misconduct, to include criminal misconduct, stemming from the location of his primary domicile. Specifically, the OIG determined that, in July 2020, Commissioner Sarbone changed his primary domicile to Fort Myers, Florida, but continued to serve on the city commission for another 19 months, in violation of the city charter's requirement that all commissioners live within the district they served.

Commissioner Sarbone engaged in additional misconduct by falsely swearing to the Broward County Supervisor that he legally resided at a Coconut Creek apartment he rented, then falsely swearing that he was a qualified Broward County voter. As a result of his false assertions, Commissioner Sarbone improperly remained registered to vote in Broward County and then during that time he twice voted by mail. Commissioner Sarbone's false assertions constituted swearing false oaths in connection with voting, third degree felony violations of Florida's election law.

The OIG's evidence that Commissioner Sarbone lived in Fort Myers included his swearing to the Florida Department of Highway Safety and Motor Vehicles that his physical street address and mailing address was his Fort Myers house, his directing certain mail to his Fort Myers house, his filing for and receiving a homestead exemption in Lee County for his Fort Myers house, and SunPass transponder records reflecting that the transponders associated with Commissioner Sarbone and his wife were in southeast Florida no more than 28.8 percent of the time and no more than 12 days at a time within our scope of 573 days. We also determined that one of these transponders came into Broward County from Collier County, which is situated between Broward County and Lee County, on the day before or the day of a Coconut Creek city commission meeting on approximately 26 occasions.

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John W. Scott, *Inspector General*

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We did not determine that the city engaged in any misconduct in its response to an online publication's inquiry about the city's procedures when a commissioner was no longer primarily domiciled in the city. However, we cautioned the city about how it produces records to the public, given that one of its productions included personal information protected by federal law. We also noted that its response represented an expenditure of staff time and resources that appeared to principally serve Commissioner Sarbone's purposes instead of the public's.

The city's response was the only response we received to the preliminary version of this report. In explaining its actions following the online publication's inquiry, the city responded that it complied with its internal procedures as well as relied in good faith on the information it had available, information that Commissioner Sarbone had provided the city. The city erroneously asserted that there was a conflict in the code regarding whether a commissioner needed to remain primarily domiciled within the district in which he or she was elected. The city also reported the steps it has begun to take to strengthen its internal controls for media inquiries and public records requests, and we welcome the steps the city has taken, as they demonstrate the city's appreciation of the matter and commitment to educating its staff on its public records obligations.

We hereby request the city provide us within 120 days, or by Friday, September 23, 2022, with a status report on the progress of the four actions it reports that it is taking to strengthen its internal controls for processing media inquiries and public records requests.

In accordance with our charter mandate, we are referring this matter to the Broward State Attorney and the Florida Division of Elections for whatever action those agencies deem appropriate.

#### Attachment

cc: Karen Brooks, City Manager  
Terrill Pyburn, City Attorney  
Honorable Mark D. Bogen, Member, Broward Board of County Commissioners  
Honorable Jared E. Moskowitz, Member, Broward Board of County Commissioners

# **BROWARD OFFICE OF THE INSPECTOR GENERAL**



## **FINAL REPORT**

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**OIG 21-003-M**  
**May 26, 2022**

*City of Coconut Creek Commissioner Engaged in Misconduct By Being  
Primarily Domiciled Outside the City and By  
Falsely Swearing to Living in the City When Voting*



## BROWARD OFFICE OF THE INSPECTOR GENERAL

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### **FINAL REPORT RE: *CITY OF COCONUT CREEK COMMISSIONER ENGAGED IN MISCONDUCT BY BEING PRIMARILY DOMICILED OUTSIDE THE CITY AND BY FALSELY SWEARING TO LIVING IN THE CITY WHEN VOTING***

#### **SUMMARY**

The Broward Office of the Inspector General (OIG) has concluded its investigation into an allegation that City of Coconut Creek District D Commissioner Louis Sarbone violated the city's charter requirement that commissioners remain primarily domiciled in the districts they represent. We substantiated the allegation and also found that Commissioner Sarbone falsely swore to an oath in connection with voting on three occasions, each a felony of the third degree.

Our investigation determined that, in July 2020, Commissioner Sarbone changed his primary domicile and legal residence to a house in Fort Myers, Lee County, Florida, and yet continued to serve on the city commission. Although he also contemporaneously changed the residential address on his driver license<sup>1</sup> and the address of his legal residence on his voter's registration card<sup>2</sup> to reflect the address of an apartment he leased within District D, his sworn assertions on other official forms and the travel patterns of the vehicles that he drove or were registered to him confirmed that the Fort Myers house was his primary domicile. Accordingly, Commissioner Sarbone's service on the city commission after July 2020 was in violation of the city charter.

He engaged in further misconduct by falsely swearing to an oath in connection with voting on three occasions. In August 2020, Commissioner Sarbone falsely swore to the Broward County Supervisor of Elections that his legal residence was the apartment he rented in Coconut Creek. This was despite the fact that, days earlier, he not only swore to the Florida Department of Highway Safety and Motor Vehicles (FLHSMV) that his physical street address and mailing address was his Fort Myers house, but he also filed for a homestead exemption in Lee County for his true legal residence, his Fort Myers house. As a result, the commissioner improperly remained registered to vote in Broward County, and then during that time he twice voted by mail, falsely certifying with each of those votes that he was a qualified voter of Broward County.

We also looked into the city's response to an online publication's inquiry about the city's procedures when a commissioner was no longer primarily domiciled in the city. This inquiry followed a related online publication's report that questioned the location of Commissioner Sarbone's primary domicile. City staff responded to the inquiry by erroneously replying that he "satisfies the residency requirements for Commission seat D under the City's Charter" and that "[h]e has been a Coconut Creek resident since 1989 and continues to be." The online publication's editor then requested records

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<sup>1</sup> Florida Statutes (Fla. Stat.) §§ 322.14(1)(a) and 322.19(2).

<sup>2</sup> Fla. Stat. § 97.052(2)(c).

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that the city did not have. City staff obtained most of the records directly from Commissioner Sarbone, provided those records to the editor, and then acted to ensure the public on its website that Commissioner Sarbone satisfied the city's domiciliary requirement, erroneously reasserting that Commissioner Sarbone continued to reside within District D and complied with the city charter's residence requirement. Although the city had a well-settled obligation to expend its funds principally for purposes that serve the public, it expended staff time and resources that appeared to principally serve Commissioner Sarbone.

On February 24, 2022, near the conclusion of our investigation, we questioned Commissioner Sarbone on these issues until the interview was suspended, to be continued at a future date. Thereafter, Commissioner Sarbone declined to continue the interview and, fifteen days after his discontinued interview, on March 10, 2022, he announced his resignation from the commission, to be effective April 1, 2022.

In its response to the OIG's findings, the city explains that it followed its internal processes and relied in good faith on the information that Commissioner Sarbone provided it when it answered the editor's inquiry about his primary domicile. In addition, the city erroneously claims that a conflict existed in the charter language regarding a commissioner's primary domicile. Finally, the city informed us about the steps it is taking to strengthen its internal controls when responding to media inquiries and public records requests, and we laud the city for taking action to address the OIG's observations in this report. We are requesting the city to provide us within 120 days with a status report on the actions it is taking.

In accordance with our charter mandate, considering the misconduct detailed below, we are referring this matter to the Broward State Attorney and the Florida Division of Elections for whatever action those agencies deem appropriate.

### **OIG CHARTER AUTHORITY**

Section 10.01 of the Charter of Broward County empowers the Broward Office of the Inspector General to investigate misconduct and gross mismanagement within the Charter Government of Broward County and all of its municipalities. This authority extends to all elected and appointed officials, employees and all providers of goods and services to the county and the municipalities. On his own initiative, or based on a signed complaint, the Inspector General shall commence an investigation upon a finding of good cause. As part of any investigation, the Inspector General shall have the power to subpoena witnesses, administer oaths, require the production of documents and records, and audit any program, contract, and the operations of any division of the county, its municipalities, and any providers.

The Broward Office of the Inspector General is also empowered to issue reports, including recommendations, and to require officials to provide reports regarding the implementation of those recommendations.

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**INDIVIDUAL COVERED IN THIS REPORT**

***Louis Sarbone, Former Coconut Creek Commissioner***

Louis Sarbone was a City of Coconut Creek commissioner for District D starting in approximately 2002 and was last re-elected in March 2019. He announced his resignation from office on March 10, 2022, effective April 1, 2022.<sup>3</sup>

**RELEVANT GOVERNING AUTHORITIES**

***Florida Statutes***

**Section 97.041 Qualifications to register or vote.—**

(1)(a) A person may become a registered voter only if that person:

1. Is at least 18 years of age;
2. Is a citizen of the United States;
3. Is a legal resident of the State of Florida;
4. Is a legal resident of the county in which that person seeks to be registered; and
5. Registers pursuant to the Florida Election Code. . . .

**Section 104.011 False swearing; submission of false voter registration information; prosecution prohibited.—**

(1) A person who willfully swears or affirms falsely to any oath or affirmation, or willfully procures another person to swear or affirm falsely to an oath or affirmation, in connection with or arising out of voting or elections commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(2) A person who willfully submits any false voter registration information commits a felony of the third degree, punishable as provided in s. 775.082 or s. 775.083. . . .

***City of Coconut Creek Charter (2020)***

**ARTICLE III. – CITY COMMISSION**

**Section 301. – Composition; Eligibility; Election and Terms of Office**

- a. *Composition.* There shall be a City Commission of five (5) members, one member elected from each of the five (5) districts within the City. Each candidate for Commissioner shall be elected at large and shall be a resident of and be primarily domiciled at the time of filing in the

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<sup>3</sup>Although Commissioner Sarbone served as the city’s mayor between March 12, 2020, and March 25, 2021, during some of the events covered in this report, we refer to him as Commissioner Sarbone throughout this report.

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district in which he/she has filed his/her candidacy. Each candidate shall execute and deliver to the City Clerk an affidavit of primary domicile at the time of filing his/her candidacy. Each candidate shall also provide two (2) proofs of identification showing the candidate's address of domicile, one being a Florida Driver's License or Florida State Identification Card, plus an electric bill or water bill, or other evidence of address. Each Commissioner shall at all times remain primarily domiciled in the district in which he/she is elected. . . .

#### **Section 305. – Vacancies; Forfeiture of Office; Filling of Vacancies**

a. *Vacancies.* The office of Commissioner shall become vacant upon his/her death, resignation, removal from office in any manner authorized by law or forfeiture of his/her office.

b. *Forfeiture of Office.* A Commissioner shall forfeit his/her office if he/she (1) lacks at any time during his/her term of office any qualification of the office prescribed by this Charter or by law, (2) violates any express prohibition of this Charter, (3) is convicted of a felony, (4) fails to attend three (3) consecutive regular meetings of the Commission without being officially excused by the Commission, or (5) fails to remain a resident of the district from which elected for the entire term of office. . . .

## **INVESTIGATION**

### ***Investigation Overview***

This investigation originated from an allegation that Commissioner Sarbone did not meet the city's charter requirement that he be primarily domiciled within his district to serve on the commission. We substantiated the allegation, determining that Commissioner Sarbone had been primarily domiciled in the city of Fort Myers in Lee County, Florida, since the sale of his Coconut Creek house in July 2020. Accordingly, pursuant to the city charter, Commissioner Sarbone's service on the commission after July 2020 was unlawful.

We also found that Commissioner Sarbone engaged in other misconduct following his change of primary domicile to Fort Myers. Although Commissioner Sarbone had changed his legal residence to Lee County, he swore to the Florida Division of Elections that his legal residence remained within Broward County, at a Coconut Creek apartment he had just rented. He did so knowing that the assertion was false. Indeed, just days earlier, he not only swore to FLHSMV that his physical street address and mailing address was his Fort Myers house and that his county of residence was Lee County, but he also filed for a homestead exemption with the Lee County Property Appraiser for his Fort Myers house.

Because of his false assertions to the Florida Division of Elections, Commissioner Sarbone improperly remained eligible to vote in Broward County. He subsequently voted twice by mail, falsely swearing with each of those ballots that he was qualified to vote in Broward County. Commissioner Sarbone's

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multiple false assertions relating to voting constituted criminal misconduct in the form of third-degree felonies.

On March 10, 2022, Commissioner Sarbone announced that he was resigning from the commission, to be effective April 1, 2022. His resignation followed his discontinued interview with the OIG on February 24, 2022.<sup>4</sup>

Finally, while we did not find any misconduct on the part of the city, we observed issues of concern in the city's handling of a media inquiry into the city's procedures when a commissioner no longer lived within his district.

The investigation involved the review of substantial documentation, including but not limited to city records, city emails, property appraiser records, court records, voter registration records, and records from various State of Florida agencies. The OIG also conducted interviews with current and former city officials and employees.

#### ***The Law on Determining Primary Domicile***

Section 301.a. of Article III of the city of Coconut Creek's charter, titled "*Composition*," pronounces how the city commission is to be composed. In addition to requiring that the city commission be made up of five members, one member elected from each of the five districts within the city, it requires that, at the time of filing, each candidate for commissioner be a resident of, and be primarily domiciled in, the district in which the candidate has filed for election. It also requires that the commissioner "at all times remain primarily domiciled in the district in which he/she is elected."

Best explained in *Keveloh v. Carter*, 699 So. 2d 285, 288 (Fla. 5th DCA 1997), "A person may have several temporary local residences but can have only one legal residence. A legal residence or 'domicile' is the place where a person has fixed an abode with the present intention of making it his or her permanent home. . . . A change of residence is accomplished and becomes effective when there is a good-faith intention to establish it, coupled with an actual physical move to the new residence, as evidenced by positive overt acts."<sup>5</sup>

The court in *Weiler v. Weiler*, 861 So. 2d 472, 476 (Fla. 5<sup>th</sup> DCA 2003) made clear that there was "a difference between the terms 'domicile' (sometimes referred to as legal, permanent, or primary residence) and 'residence.'" Domicile considers the intent of an individual. "It is the place where an individual has a true, fixed and permanent home, to which he intends to return whenever he is absent."

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<sup>4</sup> Commissioner Sarbone began his interview with the OIG, in the presence of the Coconut Creek City Attorney, on February 24, 2022. The city attorney suspended the interview pending her determination on whether she could continue her representation of Commissioner Sarbone. Commissioner Sarbone subsequently retained private counsel who, on March 23, 2022, informed us that Commissioner Sarbone had opted to decline our offer to continue his interview and also declined our request to waive the confidentiality of the Lee County Property Appraiser's records on his Fort Myers house.

<sup>5</sup>As the city charter neither defines the term, "primary domicile," nor contains related provisions, we turn to case law for instruction on its meaning. See *State v. Fuchs*, 769 So.2d 1006, 1009 (Fla. 2000) ("In the absence of a statutory definition, resort may be had to case law or related statutory provisions which define the term. . .").

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*Id.* It is the place where one has voluntarily fixed his abode, “not for a mere special or temporary purpose but with a present intention of making it his permanent home.” See *Minick v. Minick*, 111 Fla. 469 (1933). A determination of residence is a matter of objective fact as opposed to a determination of domicile which involves the intent of the individual. See *McCarthy v. Alexander*, 786 So.2d 1284, 1286 (Fla. 2d DCA 2001). Each commissioner is required to remain primarily domiciled in the district in which he is elected. City Charter § 301.a. Any commissioner who fails to remain a resident of his district for his entire term forfeits his office. City Charter § 305.a., b.

#### ***The Law on Determining Legal Residency For Purposes of Elector Qualification***

To register to vote, a person must be a "legal resident" of the county in which he or she seeks to register. Fla. Stat. § 97.041(1)(a)4. Like the term “primary domicile,” the terms “legal resident” and “legal residence” are not defined by statutory authority. However, the Florida Division of Elections (DOE), in Op. Div. Elect. Fla. 16-01, noted the Florida Supreme Court’s guidance in determining one’s “legal residence” for purposes of electoral qualification. Similar to the determination of “primary domicile,” the DOE noted that the determination of “legal residence” required a review of two components—intention and fact. The DOE also noted that a person can only have one "legal residence."

An elector is a legal resident of the county in which he is registered when the elector both intends to reside in that county and has made overt acts demonstrating that intention. According to the Florida Division of Elections, examples of acts that demonstrate that an elector is a legal resident of a particular county include the person buying a house in that county, applying for homestead in the county, registering his or her vehicle in the county, or receiving mail at an address in the county. See Op. Div. Elect. Fla. 16-01. Other factors to consider in determining one’s legal residence is where the person’s vehicle is registered and where the person’s family resides. *Id.* Any person who willfully and falsely swears in relation to voting or who willfully submits false voter registration information commits a third-degree felony. Fla. Stat. § 104.011.

#### ***Inquiries About Commissioner Sarbone’s Ability to Sit on the City Commission***

On February 25, 2021, CoconutCreekNews.net published an online article, titled, “Developing Story: Does Mayor Lou Sarbone Not Live In Coconut Creek?” that questioned the location of Commissioner Sarbone’s primary domicile in light of information that he had sold his Coconut Creek house in 2020 and then purchased and homesteaded a house in Fort Myers. (Exhibit 1)

On February 28, 2021, the same day that CoconutCreekNews.net published another article, titled, “Will Sarbone Cost Creek Taxpayers Thousands of Dollars For A Special Election?,” the editor of CoconutCreekNews.net and MargateNews.net,<sup>6</sup> emailed Coconut Creek’s city attorney inquiring about the city’s procedures to follow when a city commissioner was no longer primarily domiciled in the

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<sup>6</sup> The Cassius Group, Inc., publishes CoconutCreekNews.net, MargateNews.net, and two other websites to provide “in-depth information on city budgets, revenues, expenditures, finances, environment, crime, public safety, business, events, education, parks, health and other matters of hyperlocal interest.” Retrieved on April 4, 2022, from <https://margatenews.net/index244.htm>.

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city. (Exhibit 2 and Composite Exhibit 3) The city attorney forwarded this email to the city's community relations director, with a request to respond. (Composite Exhibit 3)

Approximately 15 minutes later, the community relations director responded as follows:

Good afternoon [editor's first name],

Mayor Sarbone satisfies the residency requirements for Commission seat D under the City's Charter.

Mayor Sarbone sold his Winston Park home in July 2020 to downsize to a rental in Coconut Creek called Solaire Apartments. He also has properties in Fort Meyers and North Carolina. His wife recently applied for homestead exemption in Lee County. Mayor Sarbone was placed on the deed at the time of property purchase.

He has been a Coconut Creek resident since 1989 and continues to be.

If you have further questions, let's touch base tomorrow.

Enjoy your Sunday.

(Composite Exhibit 3)

Within a half hour of the city's response, the editor requested several records from the city regarding Commissioner Sarbone. Those records were:

1. Official record indicating when the date on his drivers license changed.
2. Official record indicating when the date on his voter registration card changed.
3. Official record indicated a change of postal address indicating Solaire Apartments as his mailing address.
4. Signed lease for Solaire Apartment.
5. Canceled check (s) that indicate the Mayor has paid rent at that location.

(Composite Exhibit 3)<sup>7</sup>

On March 1, 2021, the city's community relations director forwarded to the MargateNews.Net editor what seemed to be a printout of Commissioner Sarbone's voter registration information, as featured on the Broward Supervisor of Elections website; Commissioner Sarbone's Personal Status Change Form dated July 28, 2020; and an unredacted color copy of Commissioner Sarbone's Florida Driver License.

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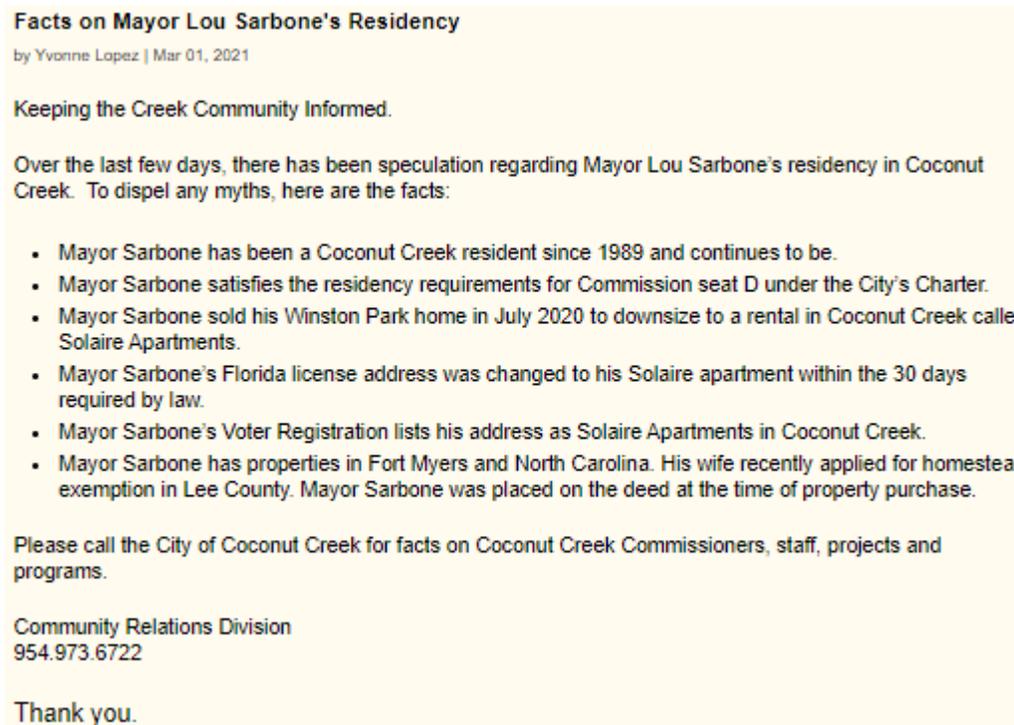
<sup>7</sup> The editor subsequently changed his request to reflect a request for: "6. Official record indicating when the address on his drivers license changed and the current address on his drivers license. 7. Official record indicating when the address on his voter registration card changed and the current address on his voter registration card. 8. Official record showing a change of postal address indicating Solaire Apartments as his primary mailing address." (Composite Exhibit 3)

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(Exhibit 4)<sup>8</sup> On the same day, she also published an article titled, “Facts on Mayor Lou Sarbone’s Residency,” on the city’s website, as featured in OIG Figure 1 below.<sup>9</sup>



**OIG Figure 1: Snapshot of March 1, 2021, article that appeared on the city of Coconut Creek’s website.**

The next day, on March 2, 2021, after the inquiring editor pointed out that he had not received all the documents he had requested, the community relations director forwarded a copy of Commissioner Sarbone’s lease with Solaire Apartments, a photograph of Commissioner Sarbone’s voter registration card, and a printout of Commissioner Sarbone’s account history with Solaire Apartments reflecting payments made. (Exhibit 5) She obtained all of these documents directly from Commissioner Sarbone, who told the OIG he considered the community relations director to be his “conduit” to the media.

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<sup>8</sup> While the attachment contained an unredacted copy of Commissioner Sarbone’s driver license, we redacted it for purposes of this exhibit.

<sup>9</sup> The article listed as “fact” that Commissioner Sarbone “satisfies the residency requirements for Commission seat D under the City’s Charter.” We note this was an assertion requiring a legal conclusion, but that the community relations director, a non-attorney, did not rely on any legal opinion or conclusion when writing her article.

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***Commissioner Sarbone Was Primarily Domiciled in Fort Myers and Thus Violated the City’s Charter***

Our investigation determined that, although Commissioner Sarbone had leased an apartment within his district in Coconut Creek through August 8, 2022, while continuing to serve as a city commissioner for District D, he was primarily domiciled in Fort Myers. In fact, Commissioner Sarbone had been primarily domiciled in Fort Myers since at least July 2020. Accordingly, his service on the commission was in violation of the city’s charter for over 19 months, until his resignation effective April 1, 2022.

Commissioner Sarbone most recently qualified for the 2019 District D race on January 2, 2019. (Composite Exhibit 6) At that time, he reported his primary domicile as 5327 NW 51st Court, Coconut Creek, Florida 33073, the house he and his wife purchased in 1989. (Exhibit 7, Exhibit 8)

On September 20, 2019, Commissioner Sarbone and his wife, individually and as trustees of the family trust, purchased another property in Lee County, a townhouse located at 11876 Arboretum Run Drive, Unit 202, Fort Myers, Florida 33913.<sup>10, 11</sup> (Exhibit 11) We found no indication that, at the time of this purchase, the Fort Myers house was Commissioner Sarbone’s primary domicile.

However, our investigation determined that Commissioner Sarbone’s Fort Myers house became his primary domicile—that is, his “true, fixed and permanent home, to which he intends to return”—after he sold his Coconut Creek house, on or about July 17, 2020.<sup>12</sup> Indeed, it was with that sale that we first observed that Commissioner Sarbone considered the Fort Myers house his primary domicile. Although on July 2, 2020, Commissioner Sarbone and his wife leased an apartment in Coconut Creek, located at 5457 Wiles Road Unit 7-103, the warranty deed transferring title of the Sarbones’ former Coconut Creek house and signed by the Sarbones, listed their post office address as their Fort Myers house. (Exhibit 13, Exhibit 14) During his interview with us, Commissioner Sarbone explained that he used the Fort Myers address on the warranty deed because he was transitioning to the apartment and the Fort Myers address was where his wife, who handled their finances, lived and received mail.

Commissioner Sarbone took other actions that reflected the change of his primary domicile to Fort Myers. Florida’s Driver and Vehicle Information Database (DAVID)<sup>13</sup> records reflected that, on August 16, 2020, Commissioner Sarbone changed his residential and mailing address on his driver license with FLHSMV. He changed his residential address from his former Coconut Creek house to

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<sup>10</sup> On that same day, WCI Communities, LLC also deeded the Fort Myers house to the Sarbone family trust. (Exhibit 9)

<sup>11</sup> While their family trust also owned what seemed to be a time share in Lee County, we found no indication that it was Commissioner Sarbone’s primary domicile. To the contrary, the April 8, 2016, warranty deed assigning the title from the Sarbones to their trust included the bolded language, “**THIS PROPERTY IS NOT NOW NOR HAS IT EVER BEEN THE HOMESTEAD PROPERTY OF GRANTOR, whose primary address is 5327 NW 51 Court, Coconut Creek, Florida, 33073.**” (Exhibit 10)

<sup>12</sup> According to a realtor website, Commissioner Sarbone’s Coconut Creek house was listed for sale on June 1, 2020. (Exhibit 12)

<sup>13</sup> DAVID is a multifaceted database that affords immediate retrieval of driver and motor vehicle information to law enforcement and criminal justice officials. Retrieved on April 4, 2022, from <https://www.flhsmv.gov/courts-enforcement/david/>. The ability to use or release DAVID records is limited by law.

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the Coconut Creek apartment. However, he changed his mailing address to the Fort Myers house. This was an additional indication that his Fort Myers house was his permanent home to which he intended to return, as he told us that he had FLHSMV mail his new driver license to the Fort Myers address because he did not trust receiving mail in a large apartment complex and wanted to make sure it would “come to me.”<sup>14</sup>

Although on August 16, 2020, Commissioner Sarbone actively took steps to change his driver license information to reflect a residential address within his district, three days later, in a separate FLHSMV form, he certified that both his residential address and his mailing address was his Fort Myers house. Specifically, DAVID records showed that, on August 19, 2020, the Sarbones applied to the FLHSMV for a certificate of title for a 2020 Toyota. The application listed both Commissioner Sarbone’s mailing address and physical street address as 11876 Arboretum Run Drive, Unit 202, Fort Myers, Florida—that is, Commissioner Sarbone’s Fort Myers house. It also listed Commissioner Sarbone’s county of residence as Lee County. Commissioner Sarbone and his wife each signed the Application for Certificate of Title, as the owner and co-owner, respectively, certifying, under penalties of perjury, that all the information on the application was true.

Then, two days later, Commissioner Sarbone took further actions reflecting the fact that his Fort Myers house had become his primary domicile after he sold his Coconut Creek house. On August 21, 2020, Commissioner Sarbone, apparently as trustee for the trust, applied for a homestead exemption<sup>15</sup> for his Fort Myers house and also applied for transfer of homestead assessment difference.<sup>16, 17</sup> (Exhibits 15, 17)

We attempted to review Commissioner Sarbone’s records with the Lee County Property Appraiser, to include his applications for homestead exemption and a transfer of homestead assessment difference (portability). Unfortunately, we were unable to obtain the records, as they were confidential and exempt from disclosure, and Commissioner Sarbone, through counsel, declined to provide the authorization to provide us with those records.

However, the .pdf version of Lee County’s Application for Homestead Exemption form was instructive. The form sought the certification that the applicant did not claim residence in another

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<sup>14</sup> DAVID records also reflected that Commissioner Sarbone’s wife changed both her residential and mailing addresses to the Fort Myers house on August 16, 2020. This was despite the fact she was also on the rental lease for the Coconut Creek apartment.

<sup>15</sup>“Homestead Exemption is a constitutional benefit of up to a \$50,000 exemption removed from the assessed value of your property. It is granted to those applicants who possess title to real property and are bona fide Florida residents living in the dwelling and making it their permanent home on January 1.” Retrieved on March 16, 2022, from <https://www.leepa.org/Exemption/GeneralExemptionInfo.aspx>.

<sup>16</sup>Per the Florida Department of Revenue, “Homestead assessment difference transfer (‘portability’) allows eligible Florida homestead owners to transfer their Save Our Homes (SOH) assessment limitation from their old homestead to a new homestead, lowering the assessed value for the new homestead.” Retrieved on March 4, 2022, from [https://floridarevenue.com/faq/Pages/FAQDetails.aspx?FAQID=1641&IsDlg=1#:~:text=Homestead%20assessment%20difference%20transfer%20\(%E2%80%9Cportability,value%20for%20the%20new%20homestead.](https://floridarevenue.com/faq/Pages/FAQDetails.aspx?FAQID=1641&IsDlg=1#:~:text=Homestead%20assessment%20difference%20transfer%20(%E2%80%9Cportability,value%20for%20the%20new%20homestead.)

<sup>17</sup> Of course, this was contrary to the city’s suggestion in its March 1, 2021, article, “Facts on Mayor Lou Sarbone’s Residency,” that Commissioner Sarbone’s wife alone applied for the homestead exemption.

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county or state. The application also sought certification of the address of the property the applicant sought to homestead as well as the applicant's mailing address. Finally, the application required applicants to certify that the property was their "permanent residence," warning that "knowingly and willfully false information to claim homestead exemption" amounted to a misdemeanor of the first degree. (Exhibit 16)

Commissioner Sarbone received a homestead exemption on his Fort Myers house on his 2021 property tax bill. (Exhibit 17) Furthermore, the Lee County Property Appraiser applied portability in the amount of \$109,088. (Exhibit 18)

His actions continued to reinforce the conclusion that his primary domicile was his Fort Myers house. DAVID records showed that, on April 23, 2021, Commissioner Sarbone and his wife traded in the 2020 Toyota and applied to the FLHSMV for certificate of title on another vehicle—a 2021 Toyota. Again, Commissioner Sarbone swore that Lee County was his county of residence and listed the address of his Fort Myers house as both his physical street address and mailing address.

Although we did not get the opportunity to ask Commissioner Sarbone about his application for homestead exemption before the interview was discontinued, we did discuss his August 2020 and April 2021 applications to FLHSMV for certificates of title wherein he signed, under penalties of perjury, that his mailing address and physical street address was his Fort Myers house and that his county of residence was Lee County. In talking about his August 2020 application, Commissioner Sarbone told us, "I just sign what they tell me." He did not read "that stuff" when he went into a dealership. He just signed and got the keys. According to him, he did not realize he was affirming that the Fort Myers address was his physical and mailing address.

If we believed what Commissioner Sarbone would have us believe—that his Fort Myers house was not his primary domicile or legal residence—then we would have found that he executed false certifications and oaths in Lee County. But we believed his affirmations that he resided in Lee County, and that his relevant addresses were the Fort Myers address, as that was, indeed, his permanent home. Commissioner Sarbone himself made it clear not only on the various official documents discussed above, but also in his travel pattern between the west coast of Florida and Broward County.

In tandem with this investigation, we reviewed SunPass transponder records for transponders and license plates associated with Commissioner Sarbone's wife's account.<sup>18, 19</sup> While that account listed four active transponders, the Florida Department of Transportation provided information for the three

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<sup>18</sup> SunPass is the Florida Department of Transportation's prepaid toll program, which requires the "purchase, activation and installation of a transponder as well as having a prepaid balance." Retrieved on April 4, 2022, from <https://www.sunpass.com/en/about/aboutsunpass.shtml>.

<sup>19</sup> The SunPass account holder activates the transponder he or she purchased, as well as lists the vehicles that are to be associated to that account. In response to our request for all SunPass records associated with Commissioner Sarbone, the Florida Department of Transportation produced all account information and activity on the account belonging to his wife.

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transponders for which it recorded activity—transponder numbers 010234461010 (SunPass Mini Sticker), 080749240110 (Slim Portable), and 080749440110 (Slim Portable).<sup>20</sup>

The SunPass account was also associated with four license plates. According to the DAVID database, three of the license plates were registered to 2020 and 2021 Toyota Highlanders owned by both Commissioner Sarbone and his wife,<sup>21</sup> a 2014 Toyota Camry owned by Commissioner Sarbone, and a 2021 Toyota RAV4 owned by his wife.<sup>22</sup> Notably, the registrations on these vehicles all reflected the Sarbones’ Fort Myers house address.

While the Florida Department of Transportation could not find images accompanying all transactions it provided us, the available images reflected the Highlander’s transactions being made by transponder number 080749440110, the Camry’s transactions being made by transponder number 10234461010, and the RAV4’s transactions being made by transponder number 080749240110. During his interview, Commissioner Sarbone told us that he, generally, drove the Camry and the RAV4, and his wife drove the Highlander.

**OIG Table 1: SunPass Transponder Use  
By Vehicles Registered to Commissioner Sarbone and His Wife,  
August 2020 to March 2022**

TRANSPONDER	VEHICLE IMAGE	REGISTERED OWNER
010234461010	Toyota Camry	Commissioner Sarbone
080749240110	Toyota RAV4	Commissioner Sarbone’s wife
080749440110	Toyota Highlander 1 (until 4/23/21)	Commissioner Sarbone and his wife
080749440110	Toyota Highlander 2 (after 4/23/21)	Commissioner Sarbone and his wife

The SunPass transaction history showed that between August 15, 2020,<sup>23</sup> and March 10, 2022, the SunPass transponders routinely traveled between southwest Florida and southeast Florida using Alligator Alley.<sup>24</sup> The eastbound routes were generally from the Everglades West Plaza, also known as Alligator Alley West, in Collier County in southwest Florida, through the State Road (SR) 869 Sunrise Plaza in Broward County in southeast Florida, exiting at one of the SR 869 SR7/US 441

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<sup>20</sup> Commissioner Sarbone’s wife’s account listed six transponders total. A Department of Transportation representative informed us that one of the transponders was deactivated as it was lost and that another was never activated.

<sup>21</sup> According to the Sarbones’ April 23, 2021, application for certificate of title, they traded in the 2020 Toyota Highlander for a 2021 Toyota Highlander. The license plate number remained the same.

<sup>22</sup> The fourth license plate belonged to an unregistered 2015 Lexus.

<sup>23</sup> Although we received transponder records dating back to June 7, 2019, we began our analysis on August 15, 2020. August 15, 2020, was the first day a transponder associated with the account reflected activity in Florida after it left Broward County towards Collier County on July 21, 2020, which was approximately four days after Commissioner Sarbone sold his Coconut Creek home. Preceding entries—those until approximately June 2020—suggested that transponders associated with the account spent significantly more time in Broward County.

<sup>24</sup> Alligator Alley is a stretch of interstate highway I-75 that cuts through the Everglades between Naples, Florida, and Fort Lauderdale, Florida. See “8 Things To Know Before Driving Alligator Alley In Florida,” *Florida Trippers*. Retrieved on March 18, 2022, from <https://floridatrippers.com/alligator-alley-in-florida/>.

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exits.<sup>25</sup> The westbound routes were generally from one of the SR 869 SR 7/US 441 exits, through the SR 869 Sunrise Plaza, exiting at the Everglades East Plaza, also known as Alligator Alley East, in Broward County, heading towards Collier County.

Our review of the transponder records reflected that, of the 573 days within our scope, a transponder associated with Commissioner Sarbone, his wife, or both traveled from Collier County into Broward County, then returned into Collier County from Broward County, on at least 50 occasions. On a majority of the trips, the transponder returned towards Collier County from Broward County anywhere from hours later to, at most, 12 days later. We further observed that a transponder came into Broward County from Collier County on the day before or the day of a commission meeting on approximately 26 occasions. Altogether, transponders reflected transactions consistent with being in southeast Florida,<sup>26</sup> at most, 165 of the 573 days within our scope, or 28.8 percent of the time.<sup>27</sup> Such travel was a clear reflection of what other records already indicated; Commissioner Sarbone's Coconut Creek apartment was not his primary domicile or legal residence.

Commissioner Sarbone admitted that he knew there was a legal definition for primary domicile but also said he did not know what it was. Nor did he seek legal advice to determine what it was. Nonetheless, he said he concluded that he was primarily domiciled in Coconut Creek because, as he stated to the OIG, "I signed a lease, I downsized, this is where I live, this is where I hang my hat, this is where I get my mail, this is where I am registered to vote, this is where my drivers license is . . . ."

At best, Commissioner Sarbone's explanation suggested that he opted to engage in willful blindness or deliberate ignorance to avoid forfeiting his seat on the commission.<sup>28</sup> If Commissioner Sarbone did not know he was acting unlawfully, then we question why he would misleadingly answer one of our questions during his interview on February 24, 2022. After he offered that his wife and he had

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<sup>25</sup> Commissioner Sarbone's Coconut Creek rental apartment was located off US441 and Wiles Road.

<sup>26</sup> When we observed transponder transactions on the east coast of Florida, they ranged from St Lucie County to Miami-Dade County.

<sup>27</sup> We observed one occasion where two transponders overlapped in their travels from Collier County into Broward County. Specifically, on January 27, 2021, the transponder that routinely recorded images of the Toyota Highlander traveled from Collier County into Broward County, then, traveled throughout southeast Florida, before leaving Broward County towards Collier County, for the last time, 50 days later, on March 18, 2021. The transponder that routinely recorded images of the Toyota Camry also traveled between Collier County and Broward County three times during that same time frame. On two of the trips, the transponder that routinely recorded images of the Camry crossed into Broward County on days the city held a commission meeting—February 11, 2021, and February 25, 2021—then left Broward County towards Collier County, one and two days later, respectively. On the third trip, the transponder that routinely recorded images of the Camry crossed into Broward County on March 1, 2021, and left Broward County towards Collier County, on March 12, 2021, the morning after a March 11, 2021, commission meeting. Altogether, between February 11, 2021, and March 12, 2021, the transponder that routinely recorded images of the Camry reflected transactions consistent with being in the Broward County area approximately 14 days. While it was more likely that, in this instance, the transponder that routinely recorded images of the Camry was a more accurate representation of the time Commissioner Sarbone spent in the Broward County area, in an abundance of caution, we opted to afford him the 50 days we observed with the transponder that routinely recorded images of the Highlander.

<sup>28</sup> The legal doctrine known as the "willful blindness" doctrine pronounces "that if a party has his suspicion aroused but then deliberately omits to make further inquiries, because he wishes to remain in ignorance, he is deemed to have knowledge." See *Hallman v. State*, 633 So. 2d 1116, 1117 (Fla. 3d DCA 1994).

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traveled in the Toyota Highlander into town for the Butterfly Festival, we asked him when it was that he arrived in town, to which he told us he “went and picked up” his wife “a few days ago.” But the transponder activity for the transponder that the Highlander had historically used, 080749440110, showed it coming into Broward County from Collier County the afternoon before the interview, February 23, 2022. And there was no transponder activity from Broward County toward Collier County earlier that day consistent with a same day pick-up. Instead, the transponder activity that preceded February 23, 2022, was recorded by the transponder the RAV4 had used, 080749240110, when it left Broward County towards Collier County on February 13, 2022.

In any event, whether Commissioner Sarbone believed his primary domicile was in Coconut Creek had no bearing on the illegality of his continued service on the commission after July 17, 2020. *See Miller v. State*, 35 So.3d 162, 163 (Fla. 4th DCA 2010) (“As is so often incanted, ignorance of the law is not an excuse”).

***Commissioner Sarbone Legally Resided in Fort Myers and Thus Provided False Information to the Broward County Supervisor of Elections***

After having changed his primary domicile and legal residence to Lee County on or about July 17, 2020, Commissioner Sarbone changed the legal residential address in his voter registration with the Florida Division of Elections. But he did not change it to his Fort Myers house. Instead, he falsely swore to the Florida Division of Elections that his legal residence was his leased Coconut Creek apartment, and, thus, he improperly remained registered to vote in Broward. And then he actually voted in Broward County. Following his change of address with the Florida Division of Elections, Commissioner Sarbone improperly voted on two different occasions, certifying with each of those votes that he was qualified to vote in Broward County.

Commissioner Sarbone’s false assertions amounted to felony violations of Florida’s election code.

In Florida, for a voter to be properly registered to vote, he or she needs to be, among other things, a legal resident of the county in which he or she seeks to be registered. Fla. Stat. § 97.041. He or she must also subscribe to the oath that includes the affirmation that he or she is qualified to register as an elector under the constitution and laws of Florida, and that all information provided in his or her application is true. Fla. Stat. § 97.051. Falsely swearing to an oath in relation to voting or the willful submission of any false voter registration information constitutes a third-degree felony. Fla. Stat. § 104.011.

To update a voter’s address, the online system the Broward County Supervisor of Elections requests information including the voter’s “Legal Residential Address.”<sup>29</sup> (Exhibit 20) The applicant must respond to the question truthfully as, prior to submitting the information contained in the online address update, he or she must swear to its veracity. A voter services clerk with the Broward County

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<sup>29</sup> The printable Florida Voter Registration Application that a voter could submit to update the voter’s address also requested the applicant to provide the “Address Where You Live (legal residence-no P.O. box).” (Exhibit 19)

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Supervisor of Elections told us that an applicant does so by acknowledging an oath prior to submitting the information.

We simulated an online change of address to review the oath that the online system displayed. Indeed, prior to submitting the information, the system requested the acknowledgment of an oath that read:

Oath: I do solemnly swear (or affirm) that I will protect and defend the Constitution of the United States and the Constitution of the State of Florida, that I am qualified to register as an elector under the Constitution and laws of the State of Florida, and that all information provided in this application is true.

(Exhibit 21)

Broward County Supervisor of Elections records reflected that Commissioner Sarbone changed his address online with the Florida Division of Elections on August 24, 2020. (Exhibit 22) The records further reflected that, when he did so, he reported his legal residential address as the address of the Coconut Creek apartment. Specifically, the records reflected that for the field “ResAd,” the system recorded the entry of the “New Value” as “5457 Wiles RD APT 7-103,” which was the address of Commissioner Sarbone’s Coconut Creek apartment. The system reported the “Old Value” as “5327 NW 51<sup>st</sup> Ct.,” the address of his old Coconut Creek house. The records further reflected that Florida Division of Elections sent a new voter registration card on August 25, 2020.<sup>30</sup>

Commissioner Sarbone then voted by mail in Broward County. He voted by mail in the 2020 general election and the 2021 municipal election. (Composite Exhibit 23) Along with each ballot, Commissioner Sarbone submitted the supplied Voter’s Certificate to be returned in the mail with the ballot. The Voter’s Certificate contained the following oath:

I, \_\_\_\_\_ do solemnly swear or affirm that I am a qualified and registered voter of Broward County, Florida and that I have not and will not vote more than one ballot in this election. I understand that if I commit or attempt to commit any fraud in connection with voting, vote a fraudulent ballot, or vote more than once in an election, I can be convicted of a felony of the third degree and fined up to \$5,000 and/or imprisoned for up to 5 years. I also understand that failure to sign this CERTIFICATE will invalidate my ballot.

(Composite Exhibit 23)

Commissioner Sarbone signed the oath in the Voter’s Certificate for each of the votes at issue—one voter’s certificate dated October 1, 2020, and one dated February 26, 2021. (Composite Exhibit 23)<sup>31</sup>

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<sup>30</sup> Commissioner Sarbone clearly received the new voter registration card, as he provided a copy of it to the community relations director. It was issued August 25, 2020, and reflected the Coconut Creek apartment address. (Exhibit 5)

<sup>31</sup> Mr. Sarbone’s signatures on these voter records have been redacted pursuant to section 97.0585, Florida Statutes.

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As Commissioner Sarbone’s legal residential address was in Fort Myers, Florida, he was not qualified to vote in Broward County.

As discussed earlier, after Commissioner Sarbone sold his Coconut Creek house on or about July 17, 2020, he began making various assertions in legal documents and official state forms as to his addresses. In total, we observed six occasions between July 17, 2020, and April 23, 2021, when Commissioner Sarbone was required to list his address, follows:

Date: July 17, 2020  
Document: Warranty Deed  
Agency: Lee County Clerk  
Post Office Address: 11876 Arboretum Run Drive, #202, Fort Myers, FL 33913  
Signed by: Commissioner Sarbone and his wife

Date: August 16, 2020  
Document: Online Change of Address – Driver License  
Agency: FLHSMV  
Residential Address: 5457 Wiles Road #7-103, Coconut Creek, FL 33073  
Mailing Address: 11876 Arboretum Run Drive #202, Fort Myers, FL 33918

Date: August 19, 2020  
Document: Application for Certificate of Title With/Without Registration  
Agency: FLHSMV  
Owner’s County of Residence: Lee  
Physical Street Address: 11876 Arboretum Run Drive, #202, Fort Myers, FL 33913  
Mailing Address: 11876 Arboretum Run Drive, #202, Fort Myers, FL 33913  
Signed by: Commissioner Sarbone and his wife

Date: August 21, 2020  
Document: Original Application for Homestead and Related Tax Exemption  
Agency: Lee County Property Appraiser  
Homestead Address: [Unavailable]  
Mailing Address: [Unavailable]

Date: August 24, 2020  
Document: Florida Online Voter Registration System  
Agencies: Broward Supervisor of Elections and Florida Division of Elections  
Legal Residential Address: 5457 Wiles Road, #7-103, Coconut Creek, FL 33073  
Mailing Address: 5457 Wiles Road, #7-103, Coconut Creek, FL 33073

Date: April 23, 2021  
Document: Application for Certificate of Title With/Without Registration  
Agency: FLHSMV  
Owner’s County of Residence: Lee  
Physical Street Address: 11876 Arboretum Run Drive, #202, Fort Myers, FL 33913  
Mailing Address: 11876 Arboretum Run Drive, #202, Fort Myers, FL 33913  
Signed by: Commissioner Sarbone and his wife

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(Exhibits 4 at p.4, 14, 15, and 16)

Commissioner Sarbone reported his Coconut Creek apartment address on only two of those occasions—to FLHSMV for a change of address on his driver license<sup>32</sup> and to the Florida Division of Elections for a change of address on his voter registration record.<sup>33</sup> Commissioner Sarbone’s voter registration record was the only record we reviewed that reflected the address of the Coconut Creek apartment as both his legal residence address and his mailing address.<sup>34</sup> (Exhibit 4 at p.4)

But his August 24, 2020, submission to the Florida Division of Elections of the address of his Coconut Creek apartment as his legal residential address, and his subsequent sworn assertions when casting ballots on October 1, 2020, and February 26, 2021, that he was a qualified voter of Broward County, were specifically detrimental to his claim that he continued to reside in District D. That is because, when he swore to the assertions, he knew they were false considering his conduct before and after his false assertions.

On August 19, 2020, just five days before changing his legal residential address with the Florida Division of Elections, Commissioner Sarbone and his wife applied for a certificate of title with the FLHSMV wherein he declared, under penalties of perjury, that Lee County was his county of residence and that both his physical street address and mailing address were his Fort Myers house.

Then, on August 21, 2020, just three days before changing his legal residential address with the Florida Division of Elections, Commissioner Sarbone, on behalf of the family trust, filed an Application for Homestead Exemption and an Application for Transfer of Homestead Assessment (portability) with the Lee County Property Appraiser. Lee County subsequently granted Commissioner Sarbone a homestead exemption for his Fort Myers house.

But despite claiming Lee County as his county of residence to the FLHSMV on August 19, 2020, then applying for a homestead exemption in Lee County on August 21, 2020, Commissioner Sarbone, on August 24, 2020, falsely reported, under oath, to the Florida Division of Elections that his legal residence was the Coconut Creek apartment he leased within Broward County. And his falsehoods continued October 1, 2020, and February 26, 2021, when he falsely asserted that he was a qualified voter of Broward County. He certainly knew otherwise, considering his subsequent April 23, 2021, reiteration to the FLHSMV that Lee County was his county of residence on his application for a certificate of title for a motor vehicle.

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<sup>32</sup> Florida Statutes Section 322.19 requires a driver license holder to update FLHSMV when there is a change in his or her “legal residence” and to obtain a replacement driver license that reflects the change. However, Fla. Stat. § 322.08(2)(a), the law that sets forth the requirements for a driver license application, and GoRenew.com, the website FLHSMV provides for driver license services, only call for the driver’s residential address.

<sup>33</sup> Notably, the two occasions we noted wherein Commissioner Sarbone reported his Coconut Creek address as his residential address were to agencies that would produce an official identification credential reflecting the Coconut Creek address.

<sup>34</sup>We note that, unlike driver license information, information such as a voter’s reported residential address and mailing address is readily accessible to the public.

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Upon selling his Coconut Creek house, Commissioner Sarbone repeatedly demonstrated that his primary domicile and legal residence was his Fort Myers house in the ways provided by the Florida Division of Elections.<sup>35</sup> Although Commissioner Sarbone had previously purchased his Fort Myers house, he homesteaded it after selling his Coconut Creek house. His Highlander and Camry were registered to his Fort Myers house in Lee County. While he received mail at the Coconut Creek apartment, Commissioner Sarbone repeatedly listed his Fort Myers house as his mailing address. He told the OIG he did so because he wanted to make sure certain mail went to his Fort Myers house. For instance, he had his new driver license sent to his Fort Myers house as his wife, who took care of financial matters for the couple, lived there.

But despite the fact Commissioner Sarbone legally resided in Fort Myers and had previously sworn to such, he falsely swore to election officials that he legally resided in Coconut Creek, and then he twice swore he was a qualified voter of Broward County. Commissioner Sarbone's actions amounted criminal misconduct in the form of three counts of false swearing, a third-degree felony in the State of Florida.

#### ***Concerns With The City's Response To Questions About Commissioner Sarbone's Primary Domicile***

We also identified concerns with the city's conduct in responding to an online publication editor's questions about Commissioner Sarbone's primary domicile. Although neither the city manager nor the community relations director knew what constituted a person's primary domicile, the city manager assured the commission and the community relations director assured the public that Commissioner Sarbone met the city's requirements on residency to serve as a commissioner. We further noted that, in responding to the online publication, the community relations director provided an unredacted copy of Commissioner Sarbone's driver license that included his driver license picture as well as his driver license number, information that Florida Statutes have deemed confidential.<sup>36</sup> We address these actions here to limit the possibility of future misconduct.

##### ***1. City Staff Acted as a Conduit For Commissioner Sarbone***

In responding to questions about Commissioner Sarbone's residency, the city did not take steps to determine whether he was, in fact, primarily domiciled in Coconut Creek. Staff neither undertook to determine what "primary domicile" meant nor to determine whether the commissioner had a primary domicile in Coconut Creek. Instead, city staff, as Commissioner Sarbone himself put it, acted as a "conduit" between him and the media, collecting and forwarding documents the editor requested, and then publishing on the city's website his assurance that all was well. This was despite allegations that, on their face, raised concerns as to the legality of Commissioner Sarbone's continued service on the commission.

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<sup>35</sup> See Op. Div. Elect. Fla. 16-01.

<sup>36</sup> Fla. Stat. § 119.0712(2)(b).

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Florida law, including Article VII of the Florida Constitution, establishes the fundamental premise that the expenditure of public funds must primarily serve a public purpose. *See* Florida Attorney General Opinion (Op. Att’y Gen. Fla.) 98-81 (1998) To the extent that a private interest may benefit from the expenditure of public funds, that private benefit must be collateral or secondary in nature. *See* Op. Att’y Gen. Fla. 79-14 (1979).

The city was not responsive to the editor’s inquiry about the city’s procedures once a city commissioner was no longer primarily domiciled within the city. Instead, with the city manager’s approval, the community relations director went on the offensive by assuring the editor that the commissioner satisfied the city’s residency requirements. City staff also provided the editor with various documents that he sought—documents that Commissioner Sarbone himself provided to city staff for the purpose. City staff went even so far as to write and post an article on the city’s website defending Commissioner Sarbone’s ability to serve as a city commissioner. But they did so without determining whether Commissioner Sarbone was, in fact, primarily domiciled in his district—a fact the determination of which served the public purpose of ensuring that District D had a qualified representative.

The community relations director explained that she did not recall the specific circumstances surrounding the challenge to Commissioner Sarbone’s residency in Coconut Creek. She remembered concerns about Commissioner Sarbone’s residency on MargateNews.net as well as social media. She also remembered hearing about the challenge to his residency in internal meetings.

Prior to responding to the editor’s February 28, 2021, email, the community relations director did not do any background research as to Commissioner Sarbone’s primary domicile. In her view, a primary domicile was where one spent most of his or her time. While she speculated that she received the information featured in her February 28, 2021, response to the MargateNews.Net editor from a conversation with the city manager, the city attorney, or both, she did not have an independent recollection of such a conversation. All she knew is she did not independently know the information featured in her response. Nor did she fact check it.

The community relations director recalled collecting the records the editor sought from Commissioner Sarbone and from the city. She speculated that she reviewed her responses to the editor and reviewed the language in the article on the city’s website with the city manager before finalizing them. But she knew that she did not question whether Commissioner Sarbone was primarily domiciled in his district—she proceeded as if he was and collected the records the editor requested. Tellingly, she told the OIG that she did not consider the records she provided to the editor to be public records. She provided them because Commissioner Sarbone wanted to do so. If Commissioner Sarbone had refused to provide the personal records the editor had requested, she said, she would have told the editor that the commissioner did not want to provide his personal information.

Like the community relations director, the city manager also said she did not recall the specifics surrounding the editor’s inquiry. Although she did not have a recollection of reviewing the

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community relation director's and the editor's emails, the city manager generally reviewed the community relations director's responses to inquiries, especially if the inquiry was from a reporter. The city published "Facts On Lou Sarbone's Residency" because another commissioner who was running for re-election was getting a lot of questions about the issue.

Like the community relations director, the city manager believed primary domicile was where one spent the majority of the time, but she never questioned Commissioner Sarbone about his residency. She did not think it was an issue. She talked with him and saw him regularly and knew that he had properties in Fort Myers and North Carolina. She knew he attended all the commission meetings. She also knew that he had retired and traveled frequently. She knew he had an apartment in Coconut Creek, so, in her mind, "there was no issue."

And that is what she communicated to the commission. In an email dated February 28, 2021, the city manager forwarded to the city commission, with a copy to the city attorney, the community relations director, and another city employee, the community relations director's email to the editor assuring him that Commissioner Sarbone satisfied the city's residency requirements. (Exhibit 24) In the email, the city manager informed the city commission, "We do not see there is any issue here."

But there was an issue. Had the city opted to expend its resources for a public purpose, it would have discovered that he was not primarily domiciled in his district. Instead, without so much as seeking an opinion from the city attorney,<sup>37</sup> city staff acted as Commissioner Sarbone's conduit for information and documents he wanted the public to have.

#### 2. City Staff Released Personal Information Protected by the Driver Privacy Protection Act

We were further troubled by the content of the records that the city produced to the editor. Notably, one of the records was an unredacted photocopy of Commissioner Sarbone's driver license. The photocopy included sensitive information—the dissemination of which is protected by law.

The Driver Privacy Protection Act (DPPA)<sup>38</sup> regulates the release of what it defines as "personal information" obtained by state departments of motor vehicles. Citing DPPA, Florida law deems "personal information" contained in a motor vehicle record—including an individual's photograph and driver identification number—to be confidential.<sup>39</sup> The FLHSMV may only release such information as provided by law.<sup>40</sup>

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<sup>37</sup> In an email dated March 29, 2021, from the city attorney to the city's records specialist and the city manager, with a copy to the city clerk and the city's public records email address, the city attorney noted that she had not provided any commissioner, including Commissioner Sarbone, with a legal opinion regarding the city's residency requirements for elected officials. She further noted that she had spoken to Commissioner Sarbone and confirmed that he had not provided the city any legal opinions regarding his residency or the city's residency requirement for elected officials. (Exhibit 25)

<sup>38</sup> 18 U.S.C. § 2721.

<sup>39</sup> Fla. Stat. § 119.0712(2)(b); 18 U.S.C. § 2725.

<sup>40</sup> 18 U.S.C. § 2721.

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In this matter, the copy of Commissioner Sarbone's driver license that the community relations director provided the editor contained Commissioner Sarbone's picture as well as his driver license number, personal information that Florida has deemed confidential. We recognize that Commissioner Sarbone voluntarily provided several of the attachments to the community relations director's email, including his driver license, knowing it was going to the editor in response to the editor's inquiries to the city. Indeed, the community relations director explained—and Commissioner Sarbone himself confirmed—that Commissioner Sarbone provided everything willingly and voluntarily. Accordingly, we do not find misconduct.

Nevertheless, in an effort to minimize the possibility of future misconduct, we take this opportunity to caution the city to be mindful of the records it produces to the public. During our investigation, we discovered that despite the clerk's office preference and encouragement that the city route all requests for records from the public to it for review, the different departments could respond to requests they received directly without the clerk's office's knowledge.

But not all city staff had an appreciation of the city's duty to review its production for exempt information under Florida's Public Records laws. For instance, neither the city manager nor the community relations director could recall the last time they received public records training. The city manager recalled receiving "bits and pieces" of training whenever the city attorney could schedule a meeting. The city manager and the community relations director both told us that they did not know how redaction worked or who in the city redacted exempt information. In fact, the community relations director indicated that she did not recall ever having redacted any information in her career. Nevertheless, the community relations director often provided information to the media and, as in this case, records.

The city's records specialist responsible for public records training confirmed that the clerk's office would redact a driver license number from a public records production. She also told us that she held an annual public records training roundtable with all the departments' public record liaisons. The community relations director's assistant was the liaison for their department. The training covered matters on which she felt city staff needed assistance, the public records request system, and records management. Additionally, the city held annual training on records management for all other city employees.<sup>41</sup>

The records specialist did not have a way to track who attended the training sessions. At times, the training had been mandatory, and, at others, it had been voluntary. For instance, the training might have been mandatory for new employees, and, if they felt comfortable after the initial training, any additional training for that employee was voluntary. She stated that the city strove to be transparent and to respond to records requests as soon as they were ready.

While it is important that the city afford the public with open access to its records, it is equally as important that city govern its access as mandated by our public records laws, to include

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<sup>41</sup> While the records specialist trained the department liaisons, an outside vendor conducted the city's annual public records training for all other city staff.

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exemptions. Although the city makes public records training available to all city staff, given the fact that, under different circumstances, the production of confidential information could have been cause for concern, we urge the city to also impress upon its staff the significance of tempering the city's obligation to produce its public records with its duty to review for exemptions.

### **INTERVIEW SUMMARIES**

As a part of the investigation, OIG Special Agents conducted several interviews. The statements made in the significant interviews are summarized below.

#### ***1. Interview of Commissioner Louis Sarbone***

Commissioner Sarbone had been an elected official in Coconut Creek since approximately 2001, with his last re-election being in 2019. His term was to expire in 2023.

While Commissioner Sarbone did not recall reading the complaint regarding his residency, he recalled getting a phone call informing him of the publication of an article questioning his residency, as well as informing him that the city had received a public records request.

Although the editor of CoconutCreekNews.net already published some information, they started to "scramble" to gather other records that the editor requested. These records consisted of Commissioner Sarbone's driver license, voter registration, apartment lease, and his apartment account statement to show a record of payment. He met with the city's community relations director and provided her with everything he thought the city did not have on file. He recalled providing her with a copy of his unredacted driver license.

Commissioner Sarbone considered the community relations director his "conduit" to provide information. He had known her for 20 years and felt comfortable with her. While he knew he could have refused to provide his personal documents, he voluntarily agreed to releasing them to satisfy the editor's request. He hoped that readers would review the records and be satisfied regarding his residency.

Commissioner Sarbone believed he provided the community relations director with the information that appeared in her February 28, 2021, response to the editor asserting that Commissioner Sarbone satisfied the city's residency requirements and providing information in support of the assertion.

Commissioner Sarbone changed the address on his driver license and his voter registration to reflect the address of the apartment that he leased before the sale of his Coconut Creek home. He updated all his documentation as required without any advice. He provided records that the city did not have in an attempt to "get past this," to show his residency, and to show that things were done the way they were supposed to be.

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The apartment was not Commissioner Sarbone renting a room from somebody. It was an apartment in an apartment complex with nice amenities. While it was a downsize from the home he owned, it was not a downsize in lifestyle.

Commissioner Sarbone owned other properties before he contemplated selling his Coconut Creek home. He decided to sell his Coconut Creek home when the market started “going crazy.” He sold the Coconut Creek house in July 2020. He bought the properties in Fort Myers and North Carolina “long before that.” He was not selling the Coconut Creek house to get another house.

Commissioner Sarbone knew there were legal definitions to the term “primary domicile” but did not know what they were, explaining, “I know that for me, I signed a lease, I downsized, this is where I live, this is where I hang my hat, this is where I get my mail, this is where I’m registered to vote, this is where my driver’s license is . . . that’s what I know.” He wanted to make sure his residency was in his district because he made a commitment to finish his term after which he would decide what to do next. He thought he had done everything correctly.

Commissioner Sarbone’s understanding of the definition of primary domicile was based on his opinion. He did not obtain a legal opinion about his primary domicile as he didn’t think it was a “big deal.” While he did not specifically recall doing so, he “probably” spoke with the city attorney about his change in address and renting in his district. If he did, the extent of the conversation would have been, “I have to be in district D, correct? Can I rent?”

Commissioner Sarbone reviewed and confirmed his signature on the July 17, 2020, warranty deed for the sale of his Coconut Creek property which indicated that he and his wife’s post office address was the Fort Myers home. Commissioner Sarbone explained that he used the Fort Myers address as opposed to his Coconut Creek apartment because he was transitioning to the apartment at the same time as he was selling their Coconut Creek home, so, “why not use the address that’s going to work on the mailing address, which is her address.” He added, “we tried to keep things in the purview of where my wife can get it because she handles the filing, the finances, all that stuff.”

Commissioner Sarbone used the FLHSMV online service to change the address on his driver license to his rental apartment on or about August 16, 2020. He received his new driver license in the mail at the Fort Myers house. The new driver license reflected the Coconut Creek rental address.

When Commissioner Sarbone applied for the driver license address change, he provided the Fort Myers as his mailing address and his Coconut Creek apartment rental as his residential address. The driver license website offered the ability to mail his new driver license to his mailing address, and he accepted. He did so “to make sure that it came to us, that it came to me. That’s it, nothing else.”

Commissioner Sarbone used the Fort Myers address for certain documents because the Coconut Creek address is a rental and “I like to make sure it comes to an address that’s going to come to me.” He liked getting mail at the Fort Myers address because, “I don’t always trust the mail in the

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apartment because it's this big . . . and I get mail for ten other people sometimes, so that would be the reason."

Commissioner Sarbone owned a 2021 Highlander, a 2014 Camry, and a 2021 RAV4. The Camry, which was at the Sarbones' North Carolina home, may be registered in his name. They drove the Camry to North Carolina a few months ago, left the Camry, and took a flight back to Florida. The 2021 RAV4 was purchased a few months ago and was in his wife's name. The 2021 Highlander may be in both their names. The dealership tried to charge him hundreds of dollars to switch the car to only her name when they transferred the registration. His wife generally drove the Highlander, and he generally drove the RAV4, and before that, the Camry.

Commissioner Sarbone reviewed and acknowledged his signature on his and his wife's August 19, 2020, "APPLICATION FOR CERTIFICATE OF TITLE WITH/ WITHOUT REGISTRATION" for a 2020 Toyota that indicated "Owners County of Residence" as "LEE," as well as indicated the Fort Myers address as "owner's mailing address" and "owner's physical address." Commissioner Sarbone explained, "I just sign what they tell me." He was present when they purchased the vehicle.

Commissioner Sarbone did not realize he had affirmed, under oath, that the Fort Myers address was his physical and mailing address. As he had dealt with that dealership for years, he "just signed." He thought the purchase of the vehicle was for his wife. If that is an issue, he would be willing to go back and re-register the vehicle to her name and remove his name from the title.

Commissioner Sarbone also reviewed and acknowledged his signature on his and his wife's April 23, 2021, "APPLICATION FOR CERTIFICATE OF TITLE WITH/ WITHOUT REGISTRATION" for a 2021 Toyota that indicated "Owner's County of Residence" as "LEE," as well as indicated the Fort Myers address as "owner's mailing address" and "owner's physical address." Commissioner Sarbone explained that it was the same type of form as the August 19, 2020, form—"they put it in front of you, you sign it."

Commissioner Sarbone did not realize the form listed his physical and mailing address as being in Lee County. Per Commissioner Sarbone, "The intention was for it to be in my wife's name and that's where her residence is and I didn't really, I'm going to tell you, don't read that stuff when I go into a dealership, I just sign and get the keys." If he were going to have only his name on the registration at that time, he would have used the Coconut Creek rental address.

Commissioner Sarbone acknowledged that the vehicle registration for the 2020 Toyota, and then the 2021 Toyota, reflected the Fort Myers address. Commissioner Sarbone explained that he was trying to list everything under his wife's name, including the vehicle, but given the cost of doing so, they opted to transfer the tag instead.

Commissioner Sarbone indicated he was driving the Highlander on the day of his interview. His wife was with him, and she was taking the car to get serviced. He went and picked up his wife in

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Fort Myers a few days ago. The butterfly festival was that weekend, and his wife would not miss that event.

#### *2. Interview of the City Manager*

The city manager has worked in different capacities for the city since approximately 1997. She became the city manager in approximately 2019.

The city manager did not recall “who had what information” when it came to Commissioner Sarbone’s residency. She knew he lived in an apartment but did not know for how long. She also knew that he had properties in Fort Myers and North Carolina and believed he lived in Coconut Creek. He had recently retired and traveled frequently. She never questioned him regarding his residency because she talked to him and saw him regularly. Furthermore, he attended all his commission meetings.

He might have provided some of the information about his residency to the community relations director. While she spoke to him regularly, she did not recall talking with Commissioner Sarbone about the residency issue. She did not recall reviewing the community relations director’s February 28, 2021, response to the CoconutCreekNews.net editor’s email, but assumed she did.

The city manager also did not recall her February 28, 2021, email forwarding to the commission the community relation’s director’s response to the editor and stating, “Commissioners, please find below the city’s response to [the editor]’s inquiry. We do not see any issue here.” However, she believed she would have forwarded it to the commission to keep them up to date.

The media was writing stories about the commissioners who were running for reelection and the city attempted to mitigate stories and release facts to stop misinformation. One of the commissioners received questions regarding Commissioner Sarbone’s residency during her reelection campaign. That commissioner recommended that the city publish the facts about Commissioner Sarbone’s residency on the city’s website. The city used its website to release facts when “fake news” was circulating on social media. While the information came from different sources, the community relations director was the only one who posted to the website.

City employees were supposed to funnel all media inquiries through the community relations director for review and response. Most of the time, the city manager reviewed the city’s responses, especially if the inquiry was from a reporter. The community relations director had good judgment and recognized sensitive issues that needed the city manager’s review.

The city manager did not know where the city obtained a copy of Commissioner Sarbone’s driver license or voter information. She also did not know how the city obtained Commissioner Sarbone’s apartment lease, voter’s card, and rental account history. Although she did not know if he gave his approval to the city to release these records, she knew he wanted to be as transparent as possible. She was in favor of the city providing the records that the editor sought if Commissioner Sarbone approved of it.

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The city manager assumed that the human resources department redacted public records associated with personnel files. As for all other public records requests, she was not sure who was responsible for redactions and suggested it might involve the city attorney's office.

There were several ways to contact the city for records. The city had a public records request system and a separate system for questions, complaints, and inquiries. When a city employee received a public records request, the employee was to route the request to the clerk's office, who would then forward it to all city departments. Any department that possessed records pertaining to the request was to forward its records to the city clerk's office. Additionally, the request would go through their email system to search for keywords.

The city manager hoped that all employees knew the procedures to follow to ensure that the city handled public records requests properly. All city employees should be trained in handling public records requests. The city clerk's office was responsible for providing public records training to staff. She did not know the last time she attended public records training. She received "bits and pieces" of training whenever the city attorney could schedule a meeting to "talk about it."

### ***3. Interview of the Community Relations Director***

The community relations director had been with the city since approximately 2005. She was responsible for managing the city's website, TV crew, signage, and marketing for the parks and recreations department.

Whenever there are inquiries involving the city commission, the community relations director discussed the issue with the city manager before responding. She did not remember the CoconutCreekNews.net editor's February 28, 2021, email asking about the process when a commissioner is no longer primarily domiciled in Coconut Creek. But, as they always discussed commissioner-related inquiries prior to doing anything, she assumed she had a conversation with the city manager and possibly the city attorney. She added that she would have also given the city clerk a "heads up," stating that "usually we are all on the same page when it comes to information like this."

The community relations director did not have independent knowledge of the information in her February 28, 2021, response to the editor prior to preparing it. She did not recall how she obtained the information in her response. There were a "few parties involved" in the process, and she could not recall who provided the information in the email. Typically, her role was drafting language for information provided to her. However, she was certain she would have had the language in the email reviewed for accuracy and approval prior to responding.

The community relations director acknowledged her March 1, 2021, and March 2, 2021, emails to the editor providing several of Commissioner Sarbone's records. Commissioner Sarbone provided her with some of the records in those emails. She notified Commissioner Sarbone of the request, and he gave her a copy of his driver license. She later recalled him also providing her with a copy of his lease, voter registration, and water bill.

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The city publicly addressed Commissioner Sarbone's residency issue on its website because it had decided to share accurate information with community residents and small businesses in response to nonfactual information. One of the commissioners had also asked the city to release the facts to the public during a meeting with either the city manager, the city attorney, or both.

The community relations director believed that domicile was "you live where you say you live." The city's primary domicile requirement required commissioners to live in Coconut Creek. If a commissioner has more than one property, the commissioner must reside at the Coconut Creek property most of the time. She did not recall discussing Commissioner Sarbone's residency with him. The inference was that he lived there, and she was collecting information to prove it.

If city staff received a media question, it referred the question to her for a response. If the request included a request for records, city staff referred the request to the city clerk. The community relations director did not know how public records were redacted, commenting, "I don't recall redacting anything in my whole career." While the city provided public records training, it had been a while since she received any. The city sent out informational emails regarding public records.

If the community relations director received a public records request in the form of a question, she did not inform the clerk's office unless the question originated from the clerk's office. If a request was for only a handful of documents, the person responding attached the response to an email and forwarded it to the requestor. If the request was for a large number of records, they used an archival system called Barracuda.

The community relations director did not consider the records she provided to the editor to be public records. She provided them because Commissioner Sarbone wanted to do so. If Commissioner Sarbone had refused to provide the personal records the editor had requested, she would have told the editor that the commissioner did not want to provide his personal information.

#### ***4. Interview of the Records Specialist***

The records specialist had been with the city since January 2014. She joined the clerk's office in December 2014. She was certified with the Florida Records Management Association and attended its annual training conference. Her daily duties included receiving, distributing, and responding to public records requests. She also managed the retention periods for the city's public records and was responsible for public records training. She reported to the interim city clerk.

The city received public records requests by many methods, including phone, email, and walk-ins. The city usually responded right away to let the requestor know their request had been received. Staff would then forward the request to the department, or departments, that might have responsive records. The departments then provided the records to the city clerk's office for the clerk's review or the clerk's production to the requester. If the item requested was something "routine," like a police traffic crash report or city permit information, the specific department may have provided the record directly to the requestor. Routine requests were forwarded to the applicable

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departments, and they responded to the requestor. If the request involved multiple departments, the records specialist attempted to have each of the departments respond back to her so she could provide the attachments to the requestor in one email. The city strived to be transparent and to respond to public records requests as soon as the records were ready.

Each department had a designated public records liaison. The liaison in each department should be responsible for redacting public records before being released. She also redacted records. She received training on redaction and understood the rules for redacting information. If a department was unsure if a record needed redaction, it contacted the clerk's office. If the clerk's office was unsure if redaction was needed, it contacted legal for guidance.

A driver license number is a type of item of information that the clerk's office redacted.

There were instances where departments could receive and respond to public records requests without the city clerk's office's knowledge. Those requests were normally made by email, and she was unable to control what was sent by other staff in an email. However, it was the hope of the clerk's office that each department involved them in public records matters.

There had been past occasions where the clerk's office was unaware that the media/community relations section had released records. For instance, the community relations director would respond to an email without going through city clerk's office. The liaison for that section was a senior staff assistant.

There had also been times when the city had provided records without redaction. In those instances, she advised legal of what the unredacted information included. This generally occurred when a response involved was voluminous and the city missed something small, such as the expiration date on a driver license, which can be used to determine a driver's date of birth.

The records specialist held an annual training roundtable with all the department liaisons. The training included matters she thought they need assistance on, such as utilizing the public records request system and records management. She also held annual training on records management for all the other city employees. She tried to send out email invitations to track attendance but there were no records to document who attended the training. Depending on the year, the training could be mandatory or voluntary; it had been handled both ways. The training may have been mandatory for new employees, with any additional training being voluntary.

The city used an outside vendor to conduct the city's public records training. She handled the roundtable training sessions with the department liaisons, and she worked with the outside vendor in providing training to all city staff. She distributed handouts of the city's public records procedures. The city scheduled annual public records training around the same time the city conducted its annual purging of records—sometime between September and November.

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**RESPONSE TO THE PRELIMINARY REPORT AND OIG COMMENT**

In accordance with Section 10.01(D)(2)(a) of the Charter of Broward County, preliminary copies of this report were provided to the City of Coconut Creek and any implicated parties for their discretionary written responses. The OIG received a response from the city. This response is attached and incorporated herein as Appendix A. We appreciate receiving the response.

***Response of the City of Coconut Creek***

The city explains that it followed its internal processes and relied in good faith on the information that Commissioner Sarbone provided in responding to the online publication editor’s questions about the primary domicile issue. This information included Commissioner Sarbone’s word, driver license, and voter registration card, which all reflected that Commissioner Sarbone lived in Coconut Creek. The city acknowledges that it did not possess certain documents that the online publication sought—which the OIG observes means they were not public records at the time. The city responds that it thereafter obtained records from Commissioner Sarbone and provided them to the online publication and posted the “Facts About Mayor Sarbone’s Residency” on the city’s website, not in an effort to defend Commissioner Sarbone personally but in an effort to be transparent.

The city also suggested that a conflict existed in the charter’s language about whether a commissioner needed to remain primarily domiciled within his or her district or simply be a resident.

There is no conflict in the language of the city’s charter. Section 301.a. specifically states that a commissioner is always to remain primarily domiciled in the district in which he or she is elected. Section 305.b., to which the city points as the source of the conflict, relates only to forfeiture of office, inapplicable here. Even if applicable, any reading of section 305.b.’s language to suggest that its use of the term “resident” and omission of the term “primarily domicile” conflicts with the code’s clear dictate in section 301.a. ignores basic tenets of statutory interpretation. To begin with, it ignores that provisions within a law must be read together in order give effect to their intent. *See State v. Fuchs*, 769 So.2d 1006, 1009 (Fla. 2000). Furthermore, it ignores that laws must not be read in a way that would yield an “unreasonable conclusion.” In this case, it would be unreasonable or ridiculous to conclude that while a commissioner must at all times be primarily domiciled within his or her district, he or she can remain in office as long as he or she has an address there. *See Maddox v. State*, 923 So.2d 442, 446 (Fla. 2006) (“a literal interpretation of the language of a statute need not be given when to do so would lead to an unreasonable or ridiculous conclusion”).

Finally, the city reported four steps it is taking to reinforce its internal controls when responding to media inquiries and public records requests, to include updating its policies to add guidance to address potentially exempt information and instituting mandatory public records training. We thank the city for strengthening its internal controls given the observations we made in this report. The city’s efforts demonstrates its appreciation for the observations and its commitment to ensure

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that its staff is educated on the city's processes in responding to the media and the public as well as its public records obligations.

### **CONCLUSION**

The OIG has concluded its investigation into the allegation that Commissioner Sarbone was not primarily domiciled within his district in violation of the city's charter. We substantiated the allegation, determining that, by July 2020, Commissioner Sarbone was primarily domiciled in Fort Myers. We also found that, on three occasions in conjunction with voting, he falsely swore to the Broward Supervisor of Elections that he was still living in Broward County.

Specifically, we determined that, after selling his Coconut Creek house in July 2020, Commissioner Sarbone reported his Fort Myers house as his address on legal documents and official forms and even applied for a homestead exemption for that address. Furthermore, we found that, in addition to having his and his wife's vehicles registered to his Fort Myers address, the activity on SunPass transponders associated with those vehicles was inconsistent with Commissioner Sarbone's claim that he was primarily domiciled in Coconut Creek. Accordingly, his service on the commission between July 2020 and April 2022 was unlawful as it was in violation of the city's charter requirement that he remain primarily domiciled within his district during his term.

What is more, Commissioner Sarbone engaged in criminal misconduct as he swore a false oath relating to voting, a third-degree felony in Florida, on three occasions. Specifically, we found that, despite having changed his legal residence to Lee County, Commissioner Sarbone falsely swore to the Broward County Supervisor of Elections that his Coconut Creek rental apartment address was his legal residence address. As a result of this false oath, Commissioner Sarbone improperly remained eligible to vote in Broward County and yet did so twice. Each time he voted, Commissioner Sarbone again swore another false oath that he was eligible to vote in Broward County.

We also observed issues with how the city handled inquiries regarding Commissioner Sarbone's primary domicile. Without conducting any due diligence such as researching publicly available information or seeking an opinion from the city attorney, city staff acted as Commissioner Sarbone's conduit for the information and documents that he wanted the public to have. This expenditure of public funds appeared principally to serve Commissioner Sarbone's purposes and not the city's.

Finally, we observed that city staff provided the public with records that included information that Florida considered confidential. Although we determined that the provision was with Commissioner Sarbone's knowledge and consent, we remind the city of the importance that all city staff be educated on the city's public records law obligations, to include its obligations relating to exemptions.

In its response, the city informs us about the steps it is taking to strengthen its internal controls when responding to media inquiries and public records requests. These steps include mandatory public records training and updating policies to add guidance for addressing potentially exempt information when responding to public inquiries. We laud these steps, as they reflect the city's appreciation for the importance of responding to the public's requests within the confines of the law. We also request the

**BROWARD OFFICE OF THE INSPECTOR GENERAL**

**FINAL REPORT RE: *CITY OF COCONUT CREEK COMMISSIONER ENGAGED IN MISCONDUCT BY BEING PRIMARILY DOMICILED OUTSIDE THE CITY AND BY FALSELY SWEARING TO LIVING IN THE CITY WHEN VOTING***

---

city provide us within 120 days, or by Friday, September 23, 2022, with a status report on the progress of the four actions it reports that it is taking to strengthen its internal controls for processing media inquiries and public records requests.

In view of the conduct we report herein, in accordance with our charter mandate, we are referring this matter to the Broward State Attorney and the Florida Division of Elections for whatever action those agencies deem appropriate.

**OIG 21-003-M**

# **EXHIBIT 1**

# CoconutCreekNews.net

 News and Information for the Butterfly Capital



MEN::

## Developing Story: Does Mayor Lou Sarbone Not Live In Coconut Creek?



Above: CoconutCreekNews.net

Mitchell Pellecchia •

February 25, 2021

We received two calls recently from anonymous sources who implicate Coconut Creek Mayor, Lou Sarbone, District D, in a scandal to misrepresent himself as a primary resident of Coconut Creek. Sarbone and his wife Hildy sold their Coconut Creek home 5327 NW 51st Court in July 2020, per Broward County records. The two subsequently purchased and homesteaded (2021) a condo in Fort Myers, Florida at 11876 Arboretum Drive, #202.

The Coconut Creek Charter requires commissioners to reside in the City full time.

"Each Commissioner shall at all times remain primarily domiciled in the district in which he/she is elected," states Article III Sec. 301(a) of the Charter.

We've been told he is no longer employed at the auto finance company where he once worked, and only comes to Coconut Creek for meetings and to make appearances. Moreover, we were led to believe that Sarbone has another property in North Carolina, to which neither it nor

the one in Fort Myers was listed by Sarbone in his Form 1 Statement of Financial Interests filed with the City

Sarbone has been in office more than 20 years in Coconut Creek. He earns approximately \$32,000 a year plus benefits as a public servant.

We inquired with Mayor Sarbone at [lsarbone@coconutcreek.net](mailto:lsarbone@coconutcreek.net).



Lee County Property Appraiser Tax Year 2020

Next Parcel Number Previous Parcel Number Tax Estimator Tax Bills Print

### Property Data

STRAP: 12-45-25-P3-46006.0622 Folio ID: 10593519

Owner Of Record - Sole Owner (Change Address) [?]

SARBONE LOUIS TR  
FOR LOUIS + HILDY SARBONE TRUST  
11876 ARBORETUM RUN DR  
UNIT 202  
FORT MYERS FL 33913

Site Address  
Site Address maintained by E911 Program Addressing  
11876 ARBORETUM RUN DR 622  
FORT MYERS FL 33913

Property Description  
Do not use for legal documents [?]  
CARRIAGE HOMES II AT ARBORWOOD PRESERVE AS DESC IN INSTRUMENT 2019000189256 PH IV BLDG 6 UNIT 622

Current Working Values [?]

Just 222,063

Attributes

Land Units Of Measure [?]

Units 0.00

Total Number of Buildings 0

Total Bedrooms / Bathrooms 2 / 2.0

Total Living Area 2,284

Lot Year Building on Tax Roll 2019

Historic Designation No

Image of Structure [?]

Photo Date November of 2019 View other photos

Last Inspection Date: 08/21/2019

### Exemptions

Exemption	Amount
Homestead Exemption	25,000.00
Additional Homestead Exemption	25,000.00

Exemption Applications: 08/21/2020

Portability Application Pending R-Form

### Real Property Information

New Search

Account	Tax Year	Status
12-45-25-P3-46006.0622	2020	PAID

Original Account	Instrument No
12-45-25-P3-46006.0622	2019000269048

Owner

SARBONE LOUIS TR  
FOR LOUIS + HILDY SARBONE TRUST

Physical Address	Mailing Address
11876 ARBORETUM RUN DR 622 FORT MYERS FL 33913	11876 ARBORETUM RUN DR UNIT 202 FORT MYERS FL 33913 USA

Legal Description

CARRIAGE HOMES II AT ARBORWOOD PRESERVE AS DESC IN INSTRUMENT 2019000189256 PH IV BLDG 6 UNIT 622

Outstanding Balance as of 2/26/2021 \$0.00

### Tax History

Tax Year	Account	Taxable Value	Exemptions	Total Tax
2019	12-45-25-P3-46006.0622	\$6,263.00	\$0.00	\$545.16
2020	12-45-25-P3-46006.0622	\$222,063.00	\$0.00	\$5,402.12

2 match(es)

TAMARAC NORTH LAUDERDALE CHAMBER OF COMMERCE FOUNDATION

ONLINE

Benefiting

March 10<sup>th</sup>

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COCONUT CREEK POLICE DEPARTMENT  
**#9PMROUTINE**

- LOCK YOUR CAR & HOME
- TAKE VALUABLES OUT OF YOUR CAR
- LEAVE AN OUTSIDE LIGHT ON

**Lock Your Car and Home  
9PM Routine**

Vehicle burglaries in Coconut Creek were down about 16-percent last year compared to 2020. We want to keep it that way. The Police Department looked at each case, and in approximately 75-percent of them, there was no sign of forced entry. So please lock your car doors at night and bring anything valuable indoors. We call it the 9PM Routine.

Saturday

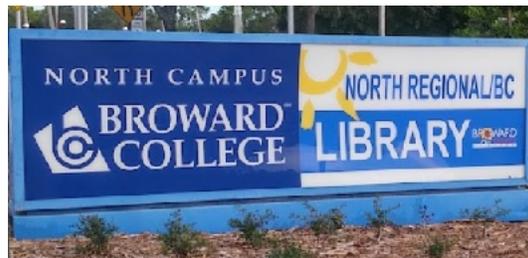
**Steve Solomon**

He's Back! Just in case Steve Solomon's two-time comedy, *My Mother's In Jewish and I'm in Therapy*, he's back with his hilarious *Evening with Steve Solomon*, one of America's best stories relate to the wacky, hilarious material, he con characters, bringing alive around the globe have characterizations. This will

Township Center for



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For Only  
\$50 Per Year!**



Search Archives

**OIG 21-003-M**

# **EXHIBIT 2**

# CoconutCreekNews.net

News and Information for the Butterfly Capital

Plant Therapy ESSENTIAL OILS

Shop our Lucky Clover blends for a chance to win!

SHOP NOW

LAUREN LINVILLE

Professional Event Management Director

Vote March 9th

Endorsed By: SunSentinel

LaurenLinvill.com

Public Adjustment Package approved by Lauren Linville Campaign Committee, Coconut Creek, Florida

RE-ELECT RYDELL

For Coconut Creek Council - District 1

ELECTION DAY IS MARCH 9

POLITICAL CONTRIBUTIONS TO MUNICIPAL OFFICIALS ARE PROHIBITED BY CHARTERED OBJECTS.

Get Free Shipping

Top Chef Meals

HOME ENTERTAINMENT COCONUT CREEK LIVING SCHOOLS NEWS PEOPLE ONLINE SHOPPING BUSINESS ADVERTISING ABOUT US

SUBSCRIBE/RSS FEED

## Will Sarbone Cost Creek Taxpayers Thousands Of Dollars For A Special Election?



Above: YouTube

Mitchell Pellecchia • February 28, 2021

It's long too late to add the City Commission District D Seat to the March 9th municipal ballot. But had Lou Sarbone given ample notice in a timely fashion when he moved his post office address, filed for portability, and homesteaded his condo in Fort Myers Florida, a special election required by City Charter might have been avoided.

This of course if public records are correct, and Mayor Sarbone no longer declares Coconut Creek his primary domicile.

The Broward Supervisor of Elections charges municipalities for special elections based on population. For a city the size of Coconut Creek, that price tag hovers around six digits – give or take. In fact, money is one of the reasons a majority of Broward cities have moved municipal elections to November. The other reason being voter turnout, which by now most in Coconut Creek know that March elections historically attract between five and ten percent of registered voters in the City.

We find it hard to believe that no one on city staff or the city commission knew that Sarbone no longer lives in the City. In particular City Manager, Karen Brooks, who Sarbone called a "friend" when voting to grant Brooks a 5% salary increase during a pandemic year.

If this is the case, then others may have collaborated to keep things quiet until after the March 2021 Coconut Creek election so that the commission could appoint someone to Sarbone's seat. This would fall under the 365 days or less rule, whereby Section 305 c(1) of the City Charter empowers elected officials with appointing a qualified resident who lives in District D to serve out the remainder of Sarbone's term through March 2022.

Not a bad plan, albeit unethical. But now that the figurative cat's out of the bag, and Sarbone's change of address, portability, and homestead falls outside the 365 rule, City Charter Section 305 c(2), states a special election is required if "a vacancy occurs more than three hundred sixty-five (365) calendar days before the expiration of the term of the former Commissioner, an election to fill said vacancy shall be held no sooner than sixty (60) days and no later than one hundred eighty (180) days of said vacancy. The Commissioner elected to fill the vacancy shall serve for the unexpired term of office and shall be a resident qualified voter of the same district in which the vacancy has occurred."

It's unlikely that anyone on city staff or the city commission would admit to knowing that Sarbone no longer called Coconut Creek his primary domicile and inasmuch would be very difficult to prove they did. That said, persons with information to this effect and willing to testify to it can contact the Broward Office of the Inspector General and/or the Florida Commission on Ethics. Coconut Creek city staff would be protected under Florida's Whistleblower Act.



ENDORSED BY SUN SENTINEL EDITORIAL BOARD

ON TUESDAY, MARCH 9, 2021

Elect PATRICIA DUAYBES

for CITY OF COCONUT CREEK COMMISSIONER DISTRICT C SEAT

"Our Community's Future - Priority One!"

WWW.PATRICIA2021.COM

Political Ad Paid for and Approved by Patricia L. Duaybes, Candidate for Coconut Creek Commissioner, District C Seat, Nonpartisan

**OIG 21-003-M**

**COMPOSITE  
EXHIBIT 3**

Editor

**The Cassius Group, Inc.**

954-729-6164

*MargateNews.net*

*CoconutCreekNews.net*

*NorthLauderdaleNews.net*

*ParklandNews.net*

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---

**From:** [Lopez, Yvonne](#)

**Sent:** Monday, March 1, 2021 12:19 PM

**To:** [Margate News.net](#)

**Subject:** RE: Media Inquiry - CoconutCreekNews.net

Good afternoon Mitch,

Please see attached documents.

Thank you.

**Yvonne Lopez**

Community Relations Director

**City of Coconut Creek**

4800 West Copans Road

Coconut Creek, FL 33063

954-973-6722

954-973-6790 fax

[www.coconutcreek.net](http://www.coconutcreek.net)



---

**From:** Margate News.net <[margatenews@bellsouth.net](mailto:margatenews@bellsouth.net)>

**Sent:** Sunday, February 28, 2021 12:53 PM

**To:** Lopez, Yvonne <[YLopez@coconutcreek.net](mailto:YLopez@coconutcreek.net)>

**Subject:** RE: Media Inquiry - CoconutCreekNews.net

Please excuse changes.

6. Official record indicating when the address on his drivers license changed and the current address on his drivers license.

7. Official record indicating when the address on his voter registration card changed and the current address on his voter registration card.
8. Official record showing a change of postal address indicating Solaire Apartments as his primary mailing address.

Thanks for your patience.

- Mitch

**Mitchell Pellecchia**

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---

**From:** [Margate News.net](http://MargateNews.net)

**Sent:** Sunday, February 28, 2021 12:35 PM

**To:** [Lopez, Yvonne](mailto:Yvonne.Lopez@coconutcreeknews.net)

**Subject:** RE: Media Inquiry - CoconutCreekNews.net

We didn't hear from the Mayor and haven't heard from Terrill on this yet. So there are few things we'll need.

1. Official record indicating when the date on his drivers license changed.
2. Official record indicating when the date on his voter registration card changed.
3. Official record indicated a change of postal address indicating Solaire Apartments as his mailing address.
4. Signed lease for Solaire Apartment.
5. Canceled check (s) that indicate the Mayor has paid rent at that location.

Provided we get these documents, we will gladly consider publishing an article next week in reconciliation.

At the very least, Mayor Sarbone is being highly disingenuous.

That said, he may have found a loophole.

That's why we'll let the OIG sort it out.

Appreciate your response.

- Mitch

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---

**From:** [Lopez, Yvonne](mailto:Lopez, Yvonne)

**Sent:** Sunday, February 28, 2021 12:05 PM

**To:** [margatenews@bellsouth.net](mailto:margatenews@bellsouth.net)

**Subject:** Fwd: Media Inquiry - CoconutCreekNews.net

Good afternoon Mitch,

Mayor Sarbone satisfies the residency requirements for Commission seat D under the City's Charter.

Mayor Sarbone sold his Winston Park home in July 2020 to downsize to a rental in Coconut Creek called Solaire Apartments. He also has properties in Fort Meyers and North Carolina. His wife recently applied for homestead exemption in Lee County. Mayor Sarbone was placed on the deed at the time of property purchase.

He has been a Coconut Creek resident since 1989 and continues to be.

If you have further questions, let's touch base tomorrow.

Enjoy your Sunday.

Begin forwarded message:

**From:** "Pyburn, Terrill" <[TPyburn@coconutcreek.net](mailto:TPyburn@coconutcreek.net)>

**Date:** February 28, 2021 at 11:50:07 AM EST

**To:** "Lopez, Yvonne" <[YLopez@coconutcreek.net](mailto:YLopez@coconutcreek.net)>

**Subject: FW: Media In**

Under Florida law, most e-mail messages to or from Coconut Creek employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

**From:** "Lopez, Yvonne" <YLopez@coconutcreek.net>  
**Date:** February 28, 2021 at 12:05:27 PM EST  
**To:** "margatenews@bellsouth.net" <margatenews@bellsouth.net>  
**Subject:** Fwd: Media Inquiry - CoconutCreekNews.net

Good afternoon Mitch,

Mayor Sarbone satisfies the residency requirements for Commission seat D under the City's Charter.

Mayor Sarbone sold his Winston Park home in July 2020 to downsize to a rental in Coconut Creek called Solaire Apartments. He also has properties in Fort Meyers and North Carolina. His wife recently applied for homestead exemption in Lee County. Mayor Sarbone was placed on the deed at the time of property purchase.

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**From:** "Pyburn, Terrill" <TPyburn@coconutcreek.net>  
**Date:** February 28, 2021 at 11:50:07 AM EST  
**To:** "Lopez, Yvonne" <YLopez@coconutcreek.net>  
**Subject:** FW: Media Inquiry -  
CoconutCreekNews.net

[Please respond.](#)

---

**From:** Margate News.net <margatenews@bellsouth.net>  
**Sent:** Sunday, February 28, 2021 6:20 AM  
**To:** Pyburn, Terrill <TPyburn@coconutcreek.net>  
**Subject:** Media Inquiry - CoconutCreekNews.net

Terrill, what is the procedure for the City of Coconut Creek

when a city commissioner no long calls the City a primary domicile? Are you compelled to act on that? If so, how?

Thanks for your time and consideration,

**Mitchell Pellecchia**

Editor

***The Cassius Group, Inc.***

954-729-6164

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**OIG 21-003-M**

**EXHIBIT 4**

**From:** [Lopez, Yvonne](#)  
**To:** [Margate News.net](#)  
**Subject:** RE: Media Inquiry - CoconutCreekNews.net  
**Date:** Monday, March 1, 2021 12:19:32 PM  
**Attachments:** [image001.jpg](#)  
[Voter Information.JPG](#)  
[PRR# 21-362 - Mitch Pellecchia Margate News - Address Change for Lou Sarbone 03.01.21.pdf](#)  
[License.jpg](#)

---

Good afternoon Mitch,

Please see attached documents.

Thank you.

**Yvonne Lopez**  
Community Relations Director  
**City of Coconut Creek**  
4800 West Copans Road  
Coconut Creek, FL 33063  
954-973-6722  
954-973-6790 fax  
[www.coconutcreek.net](http://www.coconutcreek.net)

Small logo



---

**From:** Margate News.net <margatenews@bellsouth.net>  
**Sent:** Sunday, February 28, 2021 12:53 PM  
**To:** Lopez, Yvonne <YLopez@coconutcreek.net>  
**Subject:** RE: Media Inquiry - CoconutCreekNews.net

Please excuse changes.

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**From:** [Margate News.net](#)

**Sent:** Sunday, February 28, 2021 12:35 PM

**To:** [Lopez, Yvonne](#)

**Subject:** RE: Media Inquiry - CoconutCreekNews.net

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**Mitchell Pellecchia**

Editor

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*NorthLauderdaleNews.net*  
*ParklandNews.net*

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---

**From:** [Lopez, Yvonne](mailto:Yvonne.Lopez@bellsouth.net)  
**Sent:** Sunday, February 28, 2021 12:05 PM  
**To:** [margatenews@bellsouth.net](mailto:margatenews@bellsouth.net)  
**Subject:** Fwd: Media Inquiry - CoconutCreekNews.net

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**From:** "Pyburn, Terrill" <[TPyburn@coconutcreek.net](mailto:TPyburn@coconutcreek.net)>  
**Date:** February 28, 2021 at 11:50:07 AM EST  
**To:** "Lopez, Yvonne" <[YLopez@coconutcreek.net](mailto:YLopez@coconutcreek.net)>  
**Subject: FW: Media In**

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# Check Your Voting Status in Broward County

## Complete the form to see:

- Where to vote on election day
- Sample ballots
- Upcoming elections

## You will also be able to:

- Request a mail ballot
- Review/update your voter registration information
- Check the status of your mail ballot
- Review your voting activity for the past 12 months

Language

Powered by Google Translate

New Search

MY INFORMATION

UPCOMING ELECTIONS

PREVIOUS ELECTIONS 

Louis Sarbone

Voter Registration Number: 1014552

## Voter Information

**Voter Status:** Eligible to vote in Broward County.  
You have a standing request to receive a mail ballot for elections occurring on or before 12/31/2024.

**Date Registered:** July 29, 1987

**Date of Birth:** September 19, 1958

**Party Affiliation:** DEM

**Precinct:** F010

**County:** Broward

[Request Registration Update](#)

[View Office Holders](#)

[View Precinct Statistics](#)

## Contact Information

### Residence Address:

5457 Wiles RD APT 7-103  
Coconut Creek, FL 33073-4935

### Mailing Address:

5457 Wiles RD APT 7-103  
Coconut Creek, FL 33073-4935

[Request Address Change](#)

**PERSONAL STATUS CHANGE FORM**

EMPLOYEE NO: 17869

EMPLOYEE NAME: SARBONE, LOUIS

NAME CHANGE: \_\_\_\_\_

Documentation attached?

**ADDRESS CHANGE:**

New Address:

SEE ATTACHED

New Telephone #: Home? Cell?

/ -

/ -

EMERGENCY CONTACT: \_\_\_\_\_

Telephone #: / -

\_\_\_\_\_  
Employee Signature

07 /28 /2020  
Date

*{Human Resources Only}*

*MA*  
 Update Personnel Card/File  
 Update Finance Plus (Includes FRS/Bentek)  
*HS 7/28/20 see attached email*

*MA*  
 Update ICMA  
 Update Aflac/KCI

*MA*  
 Update I-9 Form (include copy of New SS Card with I9) & ID Card (for name change only)  
 Sent copy of SS Card to Payroll (for name change only)  
 Help Desk/Fortis (for name change only)

## Lefevere, Melissa

---

**From:** Kershaw, Pam  
**Sent:** Tuesday, July 28, 2020 12:23 PM  
**To:** Samotin, Robin; Schwartz, Heather; Lefevere, Melissa; McPherson, Timothy; Almonte, Priscilla  
**Subject:** L.Sarbone - change of address

Hi all,

Mayor Lou Sarbone just notified me of an address change, as follows:

5457 Wiles Road, #7-103  
Coconut Creek, FL 33073

Robin – Would you please take care of this for benefits purposes or advise if there's anything he has to do personally for FRS, etc, or if we can take care of it all?

Heather – Would you please update this in Finance Plus in Melissa's absence?

Melissa – When you return, please confirm if there's anything else that needs to be updated.

Thank you.

*Pam*

---

**Pam Kershaw**  
Director  
Human Resources & Risk Mgmt.  
Ext. 1472



Please consider the environment before printing this email. Thank you.

Florida

DRIVER LICENSE



CLASS E



1d DLN [REDACTED]  
1 SARBONE  
2 LOUIS  
3 5457 WILES RD # 7-103  
COCONUT CREEK, FL 33073-4244  
4 DOB 09/19/1958 15 SEX M  
4b EXP 09/19/2027 16 HGT 5'-08"  
12 REST NONE 9a END NONE



SAFE DRIVER  
4a ISS 07/05/2019  
5DD X632008163244  
REPLACED 08/16/2020



operation of a motor vehicle constitutes  
consent to any sobriety test required by law

**OIG 21-003-M**

# **EXHIBIT 5**

**From:** [Lopez, Yvonne](#)  
**To:** [Margate News.net](#)  
**Cc:** [Pyburn, Terrill](#); [Public Records](#)  
**Subject:** RE: Media Inquiry - CoconutCreekNews.net  
**Date:** Tuesday, March 2, 2021 11:36:50 AM  
**Attachments:** [Sarbone Solaire Lease.pdf](#)  
[Louis Sarbone Voter Card.jpg](#)  
[Sarbone Solaire History.pdf](#)

---

Mitch,

As per your requests.

1. The only document the City has on file regarding the Mayor's change of address was provided yesterday.
2. Attached.
3. None.
4. Attached.
5. Rent is paid online. See attached.

Thank you.

**Yvonne Lopez**  
Community Relations Director  
**City of Coconut Creek**  
4800 West Copans Road  
Coconut Creek, FL 33063  
954-973-6722  
954-973-6790 fax  
[www.coconutcreek.net](http://www.coconutcreek.net)



---

**From:** Margate News.net <margatenews@bellsouth.net>  
**Sent:** Monday, March 1, 2021 3:27 PM  
**To:** Lopez, Yvonne <YLopez@coconutcreek.net>  
**Cc:** Pyburn, Terrill <TPyburn@coconutcreek.net>; Public Records <PublicRecords@coconutcreek.net>  
**Subject:** RE: Media Inquiry - CoconutCreekNews.net

We appreciate your response. We continue to request:

1. Official record (s) indicating the date of change of Commissioner Lou Sarbone's address on his drivers license during years 2017-2021. This can be obtained from the Human Resources Department.

2. Official record (s) indicating address change (s) on Commissioner Lou Sarbone's voter registration card during years 2017-2021.
3. Official record (s) indicating date of change of postal address for Commissioner Lou Sarbone during years 2017-2021.
4. Signed and dated lease (s) for Sarbone's Solaire Apartment or otherwise in the City of Coconut Creek in years 2017-2021.
5. Canceled check (s) that indicate Lou Sarbone has made lease payments to an entity Sarbone declares as a primary domicile in years 2017-2021.

City Clerk and City Attorney cc'd on this

Thanks for your time and consideration.

**Mitchell Pellecchia**

Editor

**The Cassius Group, Inc.**

954-729-6164

*MargateNews.net*

*CoconutCreekNews.net*

*NorthLauderdaleNews.net*

*ParklandNews.net*

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**From:** [Lopez, Yvonne](#)

**Sent:** Monday, March 1, 2021 12:19 PM

**To:** [Margate News.net](#)

**Subject:** RE: Media Inquiry - CoconutCreekNews.net

Good afternoon Mitch,

Please see attached documents.

Thank you.

**Yvonne Lopez**

Community Relations Director

**City of Coconut Creek**

4800 West Copans Road

Coconut Creek, FL 33063

954-973-6722

954-973-6790 fax

[www.coconutcreek.net](http://www.coconutcreek.net)



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**From:** Margate News.net <[margatenews@bellsouth.net](mailto:margatenews@bellsouth.net)>  
**Sent:** Sunday, February 28, 2021 12:53 PM  
**To:** Lopez, Yvonne <[YLopez@coconutcreek.net](mailto:YLopez@coconutcreek.net)>  
**Subject:** RE: Media Inquiry - CoconutCreekNews.net

Please excuse changes.

6. Official record indicating when the address on his drivers license changed and the current address on his drivers license.
7. Official record indicating when the address on his voter registration card changed and the current address on his voter registration card.
8. Official record showing a change of postal address indicating Solaire Apartments as his primary mailing address.

Thanks for your patience.

- Mitch

**Mitchell Pellecchia**

Editor

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**From:** [Margate News.net](http://MargateNews.net)  
**Sent:** Sunday, February 28, 2021 12:35 PM  
**To:** [Lopez, Yvonne](mailto:Lopez, Yvonne)  
**Subject:** RE: Media Inquiry - CoconutCreekNews.net

We didn't hear from the Mayor and haven't heard from Terrill on this yet. So there are few things we'll need.

1. Official record indicating when the date on his drivers license changed.
2. Official record indicating when the date on his voter registration card changed.

3. Official record indicated a change of postal address indicating Solaire Apartments as his mailing address.
4. Signed lease for Solaire Apartment.
5. Canceled check (s) that indicate the Mayor has paid rent at that location.

Provided we get these documents, we will gladly consider publishing an article next week in reconciliation.

At the very least, Mayor Sarbone is being highly disingenuous.

That said, he may have found a loophole.

That's why we'll let the OIG sort it out.

Appreciate your response.

- Mitch

**Mitchell Pellecchia**

Editor

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**From:** [Lopez, Yvonne](#)

**Sent:** Sunday, February 28, 2021 12:05 PM

**To:** [margatenews@bellsouth.net](mailto:margatenews@bellsouth.net)

**Subject:** Fwd: Media Inquiry - CoconutCreekNews.net

Good afternoon Mitch,

Mayor Sarbone satisfies the residency requirements for Commission seat D under the City's Charter.

Mayor Sarbone sold his Winston Park home in July 2020 to downsize to a rental in Coconut Creek called Solaire Apartments. He also has properties in Fort Meyers and North Carolina. His wife recently applied for homestead exemption in Lee County. Mayor Sarbone was placed on the deed at the time of property purchase.

He has been a Coconut Creek resident since 1989 and continues to be.

If you have further questions, let's touch base tomorrow.

Enjoy your Sunday.

Begin forwarded message:

**From:** "Pyburn, Terrill" <[TPyburn@coconutcreek.net](mailto:TPyburn@coconutcreek.net)>

**Date:** February 28, 2021 at 11:50:07 AM EST

**To:** "Lopez, Yvonne" <[YLopez@coconutcreek.net](mailto:YLopez@coconutcreek.net)>

**Subject: FW: Media In**

Under Florida law, most e-mail messages to or from Coconut Creek employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

Under Florida law, most e-mail messages to or from Coconut Creek employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

YOUR PRECINCT NUMBER *EL NUMERO DE SU RECINTO ELECTORAL*

**F010**

YOUR POLLING LOCATION *SU CENTRO DE VOTACIÓN*

Monarch High School  
5050 Wiles Road, Coconut Creek, FL 33073

YOU ARE ELIGIBLE TO VOTE FOR A REPRESENTATIVE IN EACH DISTRICT LISTED  
*USTED TIENE EL DERECHO DE VOTAR POR UN REPRESENTANTE DE CADA DISTRITO ENUMERADO*

US CONGRESS <i>CONGRESO DE LOS EEUU</i>	STATE SENATE <i>SENADO ESTATAL</i>	STATE HOUSE <i>CÁMARA ESTATAL</i>
22	29	96
COUNTY COMMISSION <i>COMISIÓN DEL CONDADO</i>	SCHOOL BOARD <i>JUNTA ESCOLAR</i>	MUNICIPALITY <i>MUNICIPIO</i>
2	7	Coconut Creek
REGISTRATION NO.	101455231	<i>NO. DE INSCRIPCIÓN</i>

VOTER INFORMATION CARD, BROWARD COUNTY, FL  
*TARJETA DE INFORMACIÓN DEL ELECTOR, CONDADO DE BROWARD, FL*

REGISTRATION NUMBER <i>NÚMERO DE INSCRIPCIÓN</i>	REGISTRATION DATE <i>FECHA DE INSCRIPCIÓN</i>	PRECINCT <i>RECINTO ELECTORAL</i>
101455231	Jul/29/1987	F010

Louis Sarbone  
5457 Wiles RD APT 7-103  
Coconut Creek FL 33073-4935

Democratic Party

Sep/19/1958

Date Issue: Aug/25/2020

Change of Address

Peter Antonacci, Supervisor of Elections



# APARTMENT LEASE CONTRACT (For Leases Greater Than One Year)



Date of Lease Contract: \_\_\_\_\_  
(when the Lease Contract is filled out)

*This is a binding document. Read carefully before signing.*

## Moving In—General Information

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and us, the owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name of apartment community or title holder). You've agreed to rent Apartment No. \_\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_ (street address) in \_\_\_\_\_

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

The  Owner or  Manager of these apartments is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
whose address is \_\_\_\_\_

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

A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows: \_\_\_\_\_

\_\_\_\_\_. Notice to the tenant must be delivered to the Resident's address as shown above.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than \_\_\_\_\_ days without our prior written consent. *If the previous space isn't filled in, two days per month is the limit.*

**3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.**

The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ends at 11:59 p.m. the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

This Lease Contract will automatically renew month-to-month unless either party gives at least \_\_\_\_\_ days' written notice of termination or intent to move-out as required by this paragraph and paragraph 47 (Move-Out Notice). If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 47 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of \$ \_\_\_\_\_ (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 47 (Move-Out Notice), and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than \_\_\_\_\_ days before the end of the lease term if the lease will not be renewed.

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

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

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

1. In a separate NON-INTEREST bearing account for your benefit in the following bank: \_\_\_\_\_  
\_\_\_\_\_  
whose address is \_\_\_\_\_  
\_\_\_\_\_ ; **OR**

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

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

3. In a commingled account at the following bank \_\_\_\_\_  
\_\_\_\_\_  
whose address is \_\_\_\_\_  
\_\_\_\_\_  
provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per year simple interest.

DS AB      DS CA  
DS AS      DS AB

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

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

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

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

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

5. **KEYS.** You will be provided \_\_\_\_\_ apartment key(s), \_\_\_\_\_ mailbox key(s), \_\_\_\_\_ FOB(s), and/or \_\_\_\_\_ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ \_\_\_\_\_ per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
- at our online payment site, or
- at \_\_\_\_\_

Prorated rent of \$ \_\_\_\_\_ is due for the remainder of [check one]:  1st month or  2nd month, on \_\_\_\_\_.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don't pay all rent on or before the \_\_\_\_\_ day of the month, you'll pay a late charge. Your late charge will be (check one)  a flat rate of \$ \_\_\_\_\_ or  \_\_\_\_\_ % of your total monthly rent payment. You'll also pay a charge of \$ \_\_\_\_\_ for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations provisions are intended to be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine.

We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

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

7. **UTILITIES.** We'll pay for the following items, if checked:  
 water     gas     electricity     master antenna.  
 wastewater     trash     cable TV  
 other \_\_\_\_\_

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

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

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

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We  require  do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

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

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

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

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

Handwritten initials: AB, CA, DS, AS, AB

### Special Provisions and "What If" Clauses

**10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See any additional special provisions.

**11. EARLY MOVE-OUT.** Unless modified by an addendum, if you:

- (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (2) move out at our demand because of your default; or
- (3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is rented.

**12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT.** All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After Surrender or Abandonment.** We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 52 (Surrender and Abandonment)).

**THE LANDLORD IS NOT REQUIRED TO COMPLY WITH s. 715.104. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**

*Storage.* We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

**14. FAILING TO PAY RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 47 (Move-Out Notice).

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.** Unless otherwise prohibited by law, if, during the term of this Lease, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the dwelling unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the dwelling unit, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**18. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

DS  
AB

DS  
CA

DS  
AS

DS  
AS

DS  
AB

## While You're Living in the Apartment

**19. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**20. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or “No Trespass” from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**21. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. If requested by us, you agree to conduct all further business with us in writing. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law.

**22. PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

**23. RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 32 (Responsibilities of Owner), 47 (Move-Out Notice), by separate addendum, or any other applicable law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

**24. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**25. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices. Upon termination of your tenancy under this paragraph, the tenant is liable for prorated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of the lease.

**Smoke Detectors and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you disable or damage the smoke detectors or the carbon monoxide detectors, or fail to replace a dead battery or fail to report malfunctions to us, you will be liable to us and others for any loss, actual damages, fines imposed by any state or local agencies or municipalities, attorney fees and costs.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. *We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice.* During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

**Fire Protection.** Please check only one box:  Fire protection is NOT available or  Fire protection IS AVAILABLE. Description of fire protection available (not applicable unless the box is checked):

- Sprinkler System in apartment
- Sprinkler System in common areas
- Smoke detector
- Carbon monoxide detector
- Fire extinguisher
- Other (Describe): \_\_\_\_\_

**Building, Housing, or Health Codes.** We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

**26. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**Pest Control.** We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraph 29 (When We May Enter)

of this Lease and F.S. 83.53 or upon 12 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

**Waterbeds.** You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

**27. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part.*

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

**28. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When

keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**29. WHEN WE MAY ENTER.** Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) we provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized

access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

**30. JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 52 (Deposit Return, Surrender, and Abandonment).

### Replacements

**31. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign

an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

### Responsibilities of Owner and Resident

**32. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

**33. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given a deferred adjudication for a felony offense involving actual or potential physical harm to a person, or

involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

**Termination of Rental Agreement - Your Failure to Pay Rent Due.** If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Termination of Rental Agreement - Your Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.**

- (1) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.
- (2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If

you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

**Other Remedies.** We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Attorney fees and all other expenses shall be deemed

"costs". Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

**Choice of Remedies and Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

**Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**Remedies Cumulative.** Except where limited or prohibited by law, any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

## General Clauses

**34. ENTIRE AGREEMENT.** You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by a separate written agreement signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract.

**35. NO AUTHORITY TO AMEND UNLESS IN WRITING.**

This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

**36. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

**37. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed.

**38. MISCELLANEOUS.**

- A. Any dimensions and sizes provided to you relating to the dwelling unit are only approximations or estimates as actual dimensions and sizes may vary.
- B. Exercising one remedy won't constitute an election or waiver of other remedies.
- C. Unless prohibited by law or the respective insurance policies, if you have insurance covering the dwelling unit or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights.
- D. All remedies are cumulative.
- E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- F. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies.
- G. This Lease Contract binds subsequent owners.
- H. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- I. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- J. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- K. All Lease Contract obligations must be performed in the county where the dwelling unit is located.
- L. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- M. You affirmatively state that you are not a criminal sex offender.

**39. RADON GAS:** We are required by Florida Statute 404.056(5) 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 gas and radon testing may be obtained from your county health department."

**40. WAIVER OF JURY TRIAL.** In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.

**41. CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES.** To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

**42. CONTACTING YOU.** By signing this Lease Contract, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your Lease Contract including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

**43. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

**44. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**45. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property Left In Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.

**46. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

### When Moving Out

**47. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the Lease Terms paragraph. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (ReLet; Early Move-Out), paragraph 23 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of the Lease Terms paragraph, even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the "Holdover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.

**48. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**49. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**50. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

**51. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

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

DS AB DS CA DS AS DS AB  
© 2019 National Apartment Association, Inc. - 12/2019, Florida



## Sarbone

### Account Snapshot

Current Amount Due (Includes past due)

**\$0.00**

Current Amount Due (Includes past due)\$0.00

#### Your Account Snapshot

Total if Pre-Pa \$1,580.00

#### Your Recurring Monthly Charges

Rent \$1,555.00

Trash Reimb \$25.00

Additional charges may vary month to month (if applicable)\*

### Account History

Date:	Description:	Activity:	Balance:
3/1/2021	WelcomeHome ACH payment	(\$1,595.31)	\$0.00
3/1/2021	Rent	\$1,555.00	\$1,595.31
3/1/2021	Trash Reimb	\$25.00	\$40.31
3/1/2021	Water for 12/8/2020 - 1/9/2021	\$6.58	\$15.31
3/1/2021	AdminFee for 12/8/2020 - 1/9/2021	\$5.00	\$8.73
3/1/2021	Sewer for 12/8/2020 - 1/9/2021	\$3.73	\$3.73
2/1/2021	WelcomeHome ACH payment	(\$1,593.90)	\$0.00
2/1/2021	Rent	\$1,555.00	\$1,593.90
2/1/2021	Trash Reimb	\$25.00	\$38.90
2/1/2021	Water for 11/6/2020 - 12/8/2020	\$5.71	\$13.90
2/1/2021	AdminFee for 11/6/2020 - 12/8/2020	\$5.00	\$8.19
2/1/2021	Sewer for 11/6/2020 - 12/8/2020	\$3.19	\$3.19
1/2/2021	WelcomeHome ACH payment	(\$1,602.11)	\$0.00
1/1/2021	Rent	\$1,555.00	\$1,602.11
1/1/2021	Trash Reimb	\$25.00	\$47.11
1/1/2021	AdminFee for 10/7/2020 - 11/6/2020	\$5.00	\$22.11
1/1/2021	Sewer for 10/7/2020 - 11/6/2020	\$6.85	\$17.11
1/1/2021	Water for 10/7/2020 - 11/6/2020	\$10.26	\$10.26
12/1/2020	WelcomeHome ACH payment	(\$1,598.78)	\$0.00

12/1/2020	Rent	\$1,555.00	\$1,598.78
12/1/2020	Trash Reimb	\$25.00	\$43.78
12/1/2020	AdminFee for 9/9/2020 - 10/7/2020	\$5.00	\$18.78
12/1/2020	Sewer for 9/9/2020 - 10/7/2020	\$5.43	\$13.78
12/1/2020	Water for 9/9/2020 - 10/7/2020	\$8.35	\$8.35
11/2/2020	WelcomeHome ACH payment	(\$1,597.79)	\$0.00
11/1/2020	AdminFee for 8/10/2020 - 9/9/2020	\$5.00	\$1,597.79
11/1/2020	Sewer for 8/10/2020 - 9/9/2020	\$4.96	\$1,592.79
11/1/2020	Water for 8/10/2020 - 9/9/2020	\$7.83	\$1,587.83
11/1/2020	Rent	\$1,555.00	\$1,580.00
11/1/2020	Trash Reimb	\$25.00	\$25.00
10/1/2020	WelcomeHome ACH payment	(\$1,601.08)	\$0.00
10/1/2020	Rent	\$1,555.00	\$1,601.08
10/1/2020	Trash Reimb	\$25.00	\$46.08
10/1/2020	AdminFee for 7/8/2020 - 8/10/2020	\$5.00	\$21.08
10/1/2020	Sewer for 7/8/2020 - 8/10/2020	\$6.37	\$16.08
10/1/2020	Water for 7/8/2020 - 8/10/2020	\$9.71	\$9.71
9/2/2020	WelcomeHome ACH payment	(\$1,605.53)	\$0.00
9/1/2020	Rent	\$1,555.00	\$1,605.53
9/1/2020	Trash Reimb	\$25.00	\$50.53
9/1/2020	ActivationFee for 7/7/2020 - 7/8/2020	\$25.00	\$25.53
9/1/2020	AdminFee for 7/7/2020 - 7/8/2020	\$0.17	\$0.53
9/1/2020	Sewer for 7/7/2020 - 7/8/2020	\$0.14	\$0.36
9/1/2020	Water for 7/7/2020 - 7/8/2020	\$0.22	\$0.22
8/1/2020	Rent	\$1,555.00	\$0.00
8/1/2020	Trash Reimb	\$25.00	(\$1,555.00)
7/30/2020	WelcomeHome ACH payment	(\$1,580.00)	(\$1,580.00)
7/21/2020	2 FOBS	\$50.00	\$0.00
7/21/2020	Payment (PMTOPIRD) moved to Deposit ledger	( - \$300.00 )	(\$50.00)
7/8/2020	Check Scan	(\$999.19)	(\$350.00)
7/7/2020	Rent	\$1,254.03	\$649.19
7/7/2020	Trash Reimb	\$20.16	(\$604.84)
6/16/2020	Online Payment Fee	(\$317.50)	(\$625.00)
6/16/2020	Online Payment Fee	(\$317.50)	(\$307.50)
6/16/2020	Online Payment Fee	\$5.00	\$10.00
6/16/2020	Online Payment Fee	\$5.00	\$5.00

**TOTAL DUE:**

**TOTAL DUE \$0.00**

**OIG 21-003-M**

**COMPOSITE  
EXHIBIT 6**





**FORM 1**

**STATEMENT OF  
FINANCIAL INTERESTS**

**2018**

FOR OFFICE USE ONLY:



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

LAST NAME -- FIRST NAME -- MIDDLE NAME :  
SARBONE, LOUIS

MAILING ADDRESS :  
5327 NW 51 COURT

CITY : COCONUT CREEK      ZIP : 33073      COUNTY : BROWARD

NAME OF AGENCY :  
CITY OF COCONUT CREEK

NAME OF OFFICE OR POSITION HELD OR SOUGHT :  
CITY COMMISSION - DISTRICT D

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

CHECK ONLY IF  CANDIDATE    OR     NEW EMPLOYEE OR APPOINTEE

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

**DISCLOSURE PERIOD:**

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

DECEMBER 31, 2018    OR     SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: \_\_\_\_\_

**MANNER OF CALCULATING REPORTABLE INTERESTS:**

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

COMPARATIVE (PERCENTAGE) THRESHOLDS    OR     DOLLAR VALUE THRESHOLDS

**PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
World Omni Financial Corp	190 Jim Moran Boulevard Deerfield Beach, FL 33442	Auto Finance

**PART B -- SECONDARY SOURCES OF INCOME**  
[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
N/A			

**PART C -- REAL PROPERTY** [Land, buildings owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

N/A

**FILING INSTRUCTIONS** for when and where to file this form are located at the bottom of page 2.  
**INSTRUCTIONS** on who must file this form and how to fill it out begin on page 3.



LESLIE WALLACE MAY, MMC  
CITY CLERK

January 2, 2019

TO: Candidates  
FROM: Leslie Wallace May, MMC  
City Clerk *lwm*  
SUBJECT: Notice of Logic and Accuracy Test



Pursuant to Florida Statute 101.5612, the pre-election Logic and Accuracy test for the automatic tabulating equipment for the 2019 General and Special Elections will take place as listed below, as follows:

**TENTATIVE DATE AND TIME: Wednesday, March 6, 2019 beginning at 10 a.m.**

Attendance at this test of the equipment is strictly optional. You are welcome to observe.

I hereby acknowledge receipt of "NOTICE OF LOGIC AND ACCURACY TEST" information, pursuant to F.S.101.5612.

*[Handwritten Signature]*  
Candidate Signature

*1/2/2019*  
Date

*Louis Sanbone*  
Printed Name of Candidate

*Leslie Wallace May*  
Witness

LOUIS SARBONE CAMPAIGN ACCOUNT

5327 NW 51ST CT  
COCONUT CREEK, FL 33073

63-215/631

1001

*1-2-2019*  
Date

*Pay to the order of City OF Coconut Creek \$ 445.94*  
*Four Hundred Forty Five ~~00~~ <sup>94</sup> dollars*

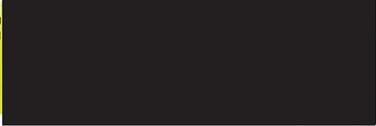


ACH RT 061000104

*Filing Fee*

*Dani Sabin*

⑆063102152⑆



1001

\$ 445.94 =  
\$ 125 - City  
\$ 320.94 - State

CITY OF COCONUT CREEK  
 RECVD BY: JASMINE 02000186219  
 PAYOR: LOUIS SARBONE CAMPAIGN  
 TODAY'S DATE: 01/03/19  
 REGISTER DATE: 01/03/19 TIME: 17:17

DESCRIPTION	AMOUNT
CUST ID:FILING FEE	
MISC-CTRL+V TO ENTER A	\$445.94
-----	
TOTAL DUE:	\$445.94
TENDERED:	\$445.94
CHANGE:	\$.00
CHECK :	\$445.94
REF NUM: 1001	

**OIG 21-003-M**

**EXHIBIT 7**



**OIG 21-003-M**

# **EXHIBIT 8**

RECORD AND RETURN TO:

Grantee S.S. No. \_\_\_\_\_  
Grantee S.S. No. \_\_\_\_\_

Property Appraiser's Parcel Identification No. \_\_\_\_\_

**ALAN J. POLIN, ESQ.**  
**MOUSAW, VIGDOR, REEVES & HESS**  
2000 Riverwalk Plaza  
333 N. New River Drive, East  
Fort Lauderdale, FL 33301-2240

**89245009**  
**WARRANTY DEED**

THIS INDENTURE, Made this 9th day of June, 19 89 between Centex Real Estate Corporation, a Nevada corporation authorized to do business in Florida, party of the first part, and \_\_\_\_\_

Louis Sarbone and Hildy B. Sarbone, his wife whose

mailing address is 5327 N.W. 51 Court, Coconut Creek, Florida 33073

party of the second part:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described real property situate, lying and being in Broward County, Florida; to-wit:

Lot 3, Block 9, WINSTON PARK SECTION ONE-A  
according to the plat thereof filed among the Public records of Broward County, Florida, at Plat Book 131, Page 24

This deed is executed subject to taxes for the year 1989 and subsequent years, applicable zoning ordinances and restrictions and limitations of record.

And subject also to a ~~PLANNED~~ Mortgage from party of the second part to \_\_\_\_\_

CTX Mortgage Company, P. O. Box 19000, Dallas, Tx. 75219

in the original principal amount of \$ 110,000.00, the proceeds of which were utilized to purchase the above described property.

The party of the first part does hereby fully warrant the title to the property hereby conveyed, and will defend the same against the lawful claims of all persons whomsoever.

Whenever the text in this Deed so requires, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed with its corporate seal affixed on the day and year first above written.

Signed, sealed and delivered  
in the presence of  
Marlene G. Shue  
Barbara D. Griffin

CENTEX REAL ESTATE CORPORATION (SEAL)  
By Paul W. Asfahl  
Division President

817 85  
Broward County for Documentary  
Stamp Tax as required by law.  
Audrey Eddie Deery

STATE OF FLORIDA )  
                                  :SS  
COUNTY OF BROWARD)

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**L. A. HESTER**  
COUNTY ADMINISTRATOR

BK 16528PG 0682

I HEREBY CERTIFY THAT ON THIS 9th day of June, 19 89, before me, a Notary Public, appeared Paul W. Asfahl as Division President, to me known to be the person who executed the foregoing deed, and he acknowledged before me that he executed the same as such officer for the uses and purposes therein mentioned; and that such execution is his free act and deed and the act and deed of said corporation; and that he affixed thereto the corporate seal of said corporation.

WITNESS my hand and official seal at Ft. Laud. in the County and State last aforesaid, this 9th day of June, 19 89

Marlene G. Shue  
Notary Public, State of Florida at Large

My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: OCT. 13, 1990.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

A

**OIG 21-003-M**

# **EXHIBIT 9**

Return to:  
CalAtlantic Title, Inc.  
9200 Estero Park Commons Boulevard, Suite 1  
Estero, FL 33928

This Instrument Prepared  
under the supervision of:  
Catherine P. Mueller, Esq  
CalAtlantic Title, Inc.  
9200 Estero Park Commons Boulevard, Suite 1  
Estero, FL 33928

Property Appraiser's Folio No.:

Our File No.: 111661-001146

### CERTIFICATION OF TRUST

Before me, the undersigned authority, personally appeared Louis Sarbone and Hildy Sarbone ("Affiant"), who deposes and says:

1. Affiant is the trustee of the Louis and Hildy Sarbone Family Revocable Trust Agreement Dated April 8, 2016 (the "Trust").
2. Affiant resides at 5327 NW 51<sup>st</sup> Court, Coconut Creek, FL 33073.
3. Affiant certifies that this Certification of Trust pertains to the trust property located at:  
  
Condominium Unit No. 622 in Building 2 of CARRIAGE HOMES II AT ARBORWOOD PRESERVE, A PHASE CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Instrument Number 2019000069502, of the Public Records of Lee County, Florida, as amended.
4. Title to the Property will be vested as Louis and Hildy Sarbone Family Revocable Trust Agreement Dated April 8, 2016.
5. The Trust is Revocable. The following individual(s) has/have the power to revoke the Trust  
LOUIS SARBONE AND HILDY SARBONE :
6. The following Co-Trustees have the authority to sign or otherwise authenticate the Trust:  
  
NONE
7. Affiant certifies that the Trust is currently in existence and has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certificate to be incorrect.
8. The Trust Agreement provides that as trustee, Affiant has full power and authority to mortgage and/or convey the property without obtaining consent from any Trust beneficiary.
9. The Settlor of the Trust is LOUIS SARBONE AND HILDY SARBONE
10. The Property IS NOT Homestead.
11. That this Affidavit is made for the purpose of inducing CalAtlantic Title, Inc. and Chicago Title Insurance Company to insure title to the Property.
12. Affiant further states that Affiant is familiar with the nature of an oath, and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature.

BY: *Louis Sarbone*  
Louis Sarbone  
Trustee

BY: *Hildy Sarbone*  
Hildy Sarbone  
Trustee

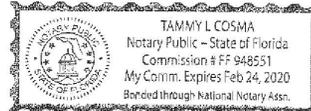
STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 20th day of September, 2019 by Louis Sarbone and Hildy Sarbone, Trustees of Louis and Hildy Sarbone Family Revocable Trust Agreement Dated April 8, 2016, who is personally known to me or who has produced *Agnes Hiron* as Identification.

Notary Public, State of Florida  
(SEAL)

*Tammy L Cosma*  
*Tammy L Cosma*



**OIG 21-003-M**

# **EXHIBIT 10**

Prepared by and return to:  
Ricky J. Weiss  
5501 University Drive  
Suite 103  
Coral Springs, Florida 33067  
(954) 757-1650

**WARRANTY DEED**

THIS WARRANTY DEED, made this 8 day of April, 2016 between LOUIS SARBONE and HILDY BETH SARBONE a/k/a HILDY SARBONE, husband and wife, of 5327 NW 51 Court, Coconut Creek, Florida, 33073, Grantor, and Louis Sarbone and Hildy Sarbone, as Trustee of the Louis and Hildy Sarbone Family Revocable Trust Agreement dated April 8, 2016, Grantee. **GRANTOR and GRANTEE have the same address.**

THE Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to said Grantee and Grantee's successors, and assigns forever the following described land situate in Lee County, Florida, to wit:

Unit 5242L, Week 26, Coconut Plantation, a Condominium ("Condominium") according to the Declaration of Condominium thereof recorded in Official Records Book 4033, Page 3816, Public Records of Lee County, Florida, and all exhibits attached thereto, and any amendments thereof ("Declaration").

and said Grantor does hereby fully warrant the title to said land will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms Grantors, Grantees and Trustees shall be construed as singular or plural as the context requires.

Any reference herein to the Louis and Hildy Sarbone Family Revocable Trust Agreement dated April 8, 2016, shall refer to any and all amendments thereto and restatements thereof. Louis Sarbone and Hildy Sarbone, Trustee shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed. The Successor Trustees of said Revocable Trust Agreement are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

**THIS PROPERTY IS NOT NOW NOR HAS IT EVER BEEN THE HOMESTEAD PROPERTY OF GRANTOR, whose primary address is 5327 NW 51 Court, Coconut Creek, Florida, 33073.**

Any person dealing with the Trustees shall deal with the Trustee whose name is set forth above. However, no person shall deal with a Successor Trustee until one or more of the following have been received by said person or placed of record in the aforementioned county:

- A. The written resignation of the prior Trustee sworn to and acknowledged before a notary public.
- B. A certified death certificate of the prior Trustee.
- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incapacitated,

or removing said Trustee for any reason.

- D. The written certificates of two physicians currently practicing medicine that the Trustee is physically or mentally incapable of handling the duties of Trustee.
- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by the Grantor sworn to and acknowledged before a notary public; this right being reserved to the Grantor.

This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the year 2016 and subsequent years, and all mortgages of record which the Grantee herein assumes and agrees to pay.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, Sealed, and delivered  
in the presence of:  
(witnesses as to both)

*Sophia C. Castro*  
Signature of Witness  
Sophia C. Castro  
Printed Name of Witness

*Louis Sarbone*  
LOUIS SARBONE  
*Hildy Beth Sarbone*  
HILDY BETH SARBONE

*Ricky J. Weiss*  
Signature of Witness  
Ricky J. Weiss  
Printed Name of Witness

STATE OF FLORIDA            )  
                                          )        ss.  
COUNTY OF BROWARD        )

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME this 8 day of April, 2016 by LOUIS SARBONE, Grantor, who [ ] is personally known to me, OR [] has produced FLDL as identification and has taken an oath and HILDY BETH SARBONE, Grantor, who [ ] is personally known to me, OR [] has produced FLDL as identification and has taken an oath.



*[Signature]*  
Notary Public / State of Florida

My Commission Expires:

N.B. This Deed has been prepared at the Grantor's request without examination or legal opinion of title.

**OIG 21-003-M**

# **EXHIBIT 11**

This Instrument Prepared  
under the supervision of:  
Catherine P. Mueller, Esq  
CalAtlantic Title, Inc.  
9200 Estero Park Commons Boulevard, Suite 1  
Estero, FL 33928

Return to (via enclosed envelope)  
CalAtlantic Title, Inc.  
9200 Estero Park Commons Boulevard, Suite 1  
Estero, FL 33928

111661-001146

Property Appraiser's Folio No.:

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### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of the 20<sup>TH</sup> day of SEPTEMBER, 2019, by and between WCI Communities, LLC, a Delaware limited liability company ("**Grantor**") having a mailing address of 10481 Ben C Pratt Six Mile Cypress Parkway, Ft. Myers, FL 33966, and Louis Sarbone and Hildy Sarbone, Trustees of the Louis and Hildy Sarbone Family Revocable Trust Agreement Dated April 8, 2016. ("**Grantee**") whose mailing address is 5327 NW 51st Court, Coconut Creek, FL 33073.

#### WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described real property (the "**Property**") located and situated in the County of Lee, State of Florida, to wit:

Condominium Unit No. 622 in Building 2 of CARRIAGE HOMES II AT ARBORWOOD PRESERVE, A PHASE CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Instrument Number 2019000069502, of the Public Records of Lee County, Florida, as amended.

The Property is conveyed subject to the following:

- A. Conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property but this provision shall not operate to reimpose the same.
- B. Real estate, ad valorem and non ad valorem taxes and all assessments by any community development, recreation, water control, water conservation, watershed improvement or special taxing districts (including, without limitation, the obligation to pay maintenance assessments and capital assessments) affecting the Property, for this and subsequent years not yet due and payable.
- C. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and run with the land, including, without limitation, Sections D, E, F, and G.
- D. The requirements of Chapter 558 of the Florida Statutes (2016) as it may be renumbered and/or amended from time to time.
- E. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement for the sale and conveyance of the Property, the Property, the community in which the Property is located, or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located; or (4) issues of formation, validity or enforceability of this Section. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

(1) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home

Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(2) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

(3) The waiver or invalidity of any portion of this Section E shall not affect the validity or enforceability of the remaining portions of Section E of the Deed. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(4) To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(5) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(6) Grantee may obtain additional information concerning the rules of the AAA by visiting its website at [www.adr.org](http://www.adr.org) or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

(7) Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(a) Notwithstanding the requirements of arbitration stated in Section E(2) of this Deed, Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(b) Any mediator and associated administrative fees incurred shall be shared equally by Grantor and Grantee; however, Grantor and Grantee each agree to pay for their own attorneys' fees and costs.

(c) The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Rules of the AAA or other applicable rules.

(8) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

(9) GRANTOR AND GRANTEE AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT

PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS GRANTOR FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION E(3) ABOVE.

(10) THESE COVENANTS AND RESTRICTIONS ("DEED RESTRICTIONS") REQUIRING ARBITRATION AND RESOLUTION OF DISPUTES ARE INCORPORATED INTO THE DEED TO GRANTEE AND ARE MADE COVENANTS RUNNING WITH THE LAND IN PERPETUITY, BINDING UPON ALL SUBSEQUENT GRANTEES, PURCHASERS, SUCCESSORS AND ASSIGNS.

F. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section E of this Deed, then the Grantor and Grantee agree to the following provisions: GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.

G. All provisions of that certain Amenities Declaration for Arborwood Preserve recorded in Instrument Number 2015000246332 of the Public Records of Lee County, Florida and that certain Master Declaration for Arborwood Preserve recorded in Instrument Number 2015000246371 of the Public Records of Lee County, Florida, and that certain Declaration of Carriage Homes II at Arborwood Preserve, a Phase Condominium recorded in Instrument Number 2019000069502, each as amended from time to time, which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions and which are incorporated by reference in their entirety into this Deed.

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

[Signature page follows]

Grantee, by acceptance of this Deed, automatically agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in this Deed and in the documents identified above, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of any declarations or other covenants and restrictions applicable to the Property. The term Grantee used in this Deed shall include Grantee's heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

Rhonda Labounty  
Print Name: Rhonda Labounty

Karla Gonzalez  
Print Name: KARLA GONZALEZ

WCI Communities, LLC, a Delaware limited liability company

BY: Karen Hughes  
Karen/Hughes  
Authorized Agent

(SEAL)

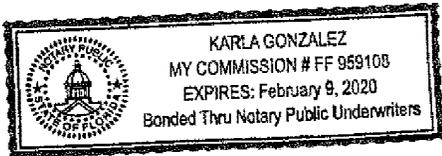
State of Florida

County of Lee

The foregoing instrument was acknowledged before me this 20<sup>TH</sup> day of SEPTEMBER 2019 by Karen Hughes, the Authorized Agent of WCI Communities, LLC, a Delaware limited liability company, on behalf of the Limited Liability Company, who is personally known to me to be the persons therein.

Karla Gonzalez  
Notary Public, State of Florida

My commission expires:  
Seal



**OIG 21-003-M**

# **EXHIBIT 12**

## 5327 Nw 51st Ct, Coconut Creek, FL 33073

This beautiful 4 bedroom, 2 bathroom single-family home in Broward county Florida was originally constructed in 1989 and contains 1,864 square feet of living space sitting on a Oversized Lot, Cul-De-Sac lot with a 0 car garage and a swimming pool. This home was most recently listed for sale with MLS# F10232143 by the real estate brokerage company Realty 100 with an original listing date of June 1, 2020 and is currently indicating a status of sold in the local Multiple Listing Service. For more information about this unique listing located at 5327 Nw 51st Ct or any other property currently offered for sale in Coconut Creek or elsewhere in Broward county Florida please contact any one of our over 200 professional Realtors®, we are standing by and would be thrilled to assist you with your home search.

**Request More Info on  
5327 Nw 51st Ct  
MLS# F10232143**

I'm not a robot

reCAPTCHA  
[Privacy](#) - [Terms](#)





## 5327 Nw 51st Ct Features

**Bedrooms**

4

**Bathrooms**

2/0

**Garage**

0 Car

**Size**

0 Sq.Ft.

**Living Space**

1,864 Sq.Ft.

**Year Built**

1989

**Water**

No,

**Pool**

Yes Child Gate, In Ground

## Description of 5327

### Nw 51st Ct

5327 Nw 51st Ct MLS number F10232143 - You will enjoy coming home to your absolute pristine 4 bedrm 2 bath pool home on cul-de-sac lot over 20,000 sq ft. With lush landscaping, waterfall in entry & brickpaver driveway with updated garage door. This home features renovated kitchen w/wood cabinets, granite, snack counter, s/s appliances, smooth top range. Family room overlooking pool/patio area. Swimming will be delightful in recently (2019) renovated domed screened diamond brite pool. Huge yard. Master suite has walk-in closet, renovated master bath w/large shower, dual sink vanity. Renovated guest bath w/whirlpool tub. Inside utility rm with hi efficiency washer/dryer. Roof replace 2006, hurricane shutters. True pride of ownership. Plz exclude garage fridge. Pool table & furniture neg. Excellent schools, parks, no hoa approval

### F10232143 Additional Features

<b>Community:</b> Winston Park	<b>Lot:</b> Oversized Lot, Cul-De-Sac	<b>Roof:</b> Tile - S Shaped	<b>Flooring:</b> Laminate, Tile	<b>Construction:</b> Concrete Block
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**Reference #:**

MLS F10232143

**Exterior Features:** Porch - Screened, Shutters

**Interior Features:** Walk-In Closet

**Equipment Included:** Dryer, Automatic Garage Door, Washer, Dishwasher, Range - Electric, Water Heater - Electric, Refrigerator, Ice Maker, Disposal.

**Additional Information:** Sold As-Is, Disclosures

### Coconut Creek FL Schools

<b>Elementary:</b> Winston Park	<b>Middle:</b> Lyons Creek	<b>High:</b> Monarch
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Listing Courtesy of Realty 100; Last Updated on 2020-07-21 17:55:33.

For More infomration visit:

<https://www.bexrealty.com> and enter MLS# F10232143

The Florida real estate listing data relating to 5327 Nw 51st Ct with MLS Number F10232143 advertised on the BEX Realty website comes in part from a cooperative data exchange program of the multiple listing service (MLS) in which this real estate Broker participates. The Homes displayed here may not be all the available properties in the MLS's database, or all of the properties listed with Brokers participating in the cooperative data exchange program and properties that are listed by Brokers other than this Broker are marked with either the listing Broker's name or the MLS name or a logo provided by the MLS and the detailed listing page about such properties includes the name of the listing Brokers. Information provided is thought to be reliable but is not guaranteed to be accurate, you are advised to verify facts that are important to you and no warranties, expressed or implied, are provided for the data herein, or for their use or interpretation by the user. The Florida Association of Realtors and its cooperating MLSs do not create, control or review the property data displayed herein and take no responsibility for the content of such records. Federal law prohibits discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale, rental or financing of housing. BEX Realty is an equal housing opportunity real estate brokerage specializing, along with its individual brokers and real estate agents in luxury homes for sale representing waterfront homes and communities. Please contact us if you cannot properly experience this site.

**OIG 21-003-M**

# **EXHIBIT 13**



# APARTMENT LEASE CONTRACT (For Leases Greater Than One Year)



Date of Lease Contract: July 2, 2020  
(when the Lease Contract is filled out)

*This is a binding document. Read carefully before signing.*

## Moving In—General Information

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

Hildy Sarbone, Louis Sarbone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and us, the owner: 5401 Wiles Road, LLC

\_\_\_\_\_  
\_\_\_\_\_

(name of apartment community or title holder). You've agreed to rent Apartment No. 7-103, at 5457 Wiles Rd # 103

\_\_\_\_\_ (street address) in Coconut Creek

(city), Florida, 33073 (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The  Owner or  Manager of these apartments is ZRS Management, LLC

whose address is 5401 Wiles Road, Coconut Creek, FL 33073

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

A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows: 5401 Wiles Road, Coconut Creek, FL 33073

\_\_\_\_\_. Notice to the tenant must be delivered to the Resident's address as shown above.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 days without our prior written consent. *f the previous space isn't filled in, two days per month is the limit.*

**3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.**

The initial term of the Lease Contract begins on the 7th day of July, 2020, and ends at 11:59 p.m. the 9th day of August, 2021.

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This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move-out as required by this paragraph and paragraph 47 (Move-Out Notice). If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 47 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of \$ 1555.00 (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575 2. This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 47 (Move-Out Notice), and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 60 days before the end of the lease term if the lease will not be renewed.

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

**4. SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 300.00, due on or before the date this Lease Contract is signed.

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

1. n a separate NON-INTEREST bearing account for your benefit in the following bank: JP Morgan Chase

whose address is 6500 N State Road 7 Coconut Creek, FL 33073

\_\_\_\_\_; OR

2. n a separate NTEREST bearing account for your benefit in the following bank: \_\_\_\_\_

whose address is \_\_\_\_\_

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

3. n a commingled account at the following bank \_\_\_\_\_

whose address is \_\_\_\_\_

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

\_\_\_\_\_  
**Initials of Resident.** Resident acknowledges receiving a copy of F.S. 83.49 2 d which provides as follows:

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

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

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

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

5. **KEYS.** You will be provided 2 apartment key(s), 2 mailbox key(s), \_\_\_\_\_ FOB(s), and/or 2 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1555.00 per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
- at our online payment site, or
- at Solairecoconutcreek.com on the Resident Portal

Prorated rent of \$ 1254.03 is due for the remainder of [check one]:  1st month or  2nd month, on July 7, 2020.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don't pay all rent on or before the 3rd day of the month, you'll pay a late charge. Your late charge will be (check one)  a flat rate of \$ 150.00 or  \_\_\_\_\_ % of your total monthly rent payment. You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations provisions are intended to be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine.

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We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

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

7. **UTILITIES.** We'll pay for the following items, if checked:  
 water  gas  electricity  master antenna.  
 wastewater  trash  cable TV  
 other \_\_\_\_\_

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

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

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

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We  require  do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

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

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

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

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

**Special Provisions and "What If" Clauses**

**10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

You will be charged a \$5.00 Rent Admin Fee per month. You will be charged a one-time \$25.00 Rent Activation Fee on your first statement.

See any additional special provisions.

**11. EARLY MOVE-OUT.** Unless modified by an addendum, if you:

- (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- 2) move out at our demand because of your default; or
- 3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

**12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT.**

All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After Surrender or Abandonment.** We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment see definitions in paragraph 52 (Surrender and Abandonment).

**THE LANDLORD IS NOT REQUIRED TO COMPLY WITH s. 715.104. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**

**Storage.** We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

**14. FAILING TO PAY RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.**

No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 Special Provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 47 (Move-Out Notice).

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.**

Unless otherwise prohibited by law, if, during the term of this Lease, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the dwelling unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the dwelling unit, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**18. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.




**While You're Living in the Apartment**

**19.COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**20.LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; 2 the conduct of furniture movers and delivery persons; and 3 recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or “No Trespass” from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**21.PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. If requested by us, you agree to conduct all further business with us in writing. Any violation of this paragraph shall be a material

of this Lease and title us to exercise all rights and es under the lease.

**22.PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- 1) has a flat tire or other condition rendering it inoperable; or
- 2 is on jacks, blocks or has wheel s missing; or
- 3 has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- 9 is parked in a fire lane or designated “no parking” area; or
- 10 is parked in a space marked for other resident s or unit s); or
- (11) is parked on the grass, sidewalk, or patio; or
- 12 blocks garbage trucks from access to a dumpster; or
- 13 belongs to a resident and is parked in a visitor or retail parking space.

**23.RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under paragraphs 10 Special Provisions , 16 (Delay of Occupancy , 32 Responsibilities of Owner , 47 Move-Out Notice , by separate addendum, or any other applicable law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

**24.MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**25.RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices. Upon termination of your tenancy under this paragraph, the tenant is liable for prorated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of the lease.

**Smoke Detectors and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you disable or damage the smoke detectors or the carbon monoxide detectors, or fail to replace a dead battery or fail to report malfunctions to us, you will be liable to us and others for any loss, actual damages, fines imposed by any state or local agencies or municipalities, attorney fees and costs.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. *We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice.* During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

**Fire Protection.** Please check only one box:  Fire protection is NOT available or  Fire protection IS AVAILABLE. Description of fire protection available (not applicable unless the box is checked):

- Sprinkler System in apartment
- Sprinkler System in common areas
- Smoke detector
- Carbon monoxide detector
- Fire extinguisher
- Other (Describe): \_\_\_\_\_

**Building, Housing, or Health Codes.** We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

**26. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**Pest Control.** We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter the apartment as provided in paragraph 29 (When We May Enter

of this Lease and .S. 83.53 or upon 12 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

**Waterbeds.** You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

**27. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part.*

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

**28. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleating, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter . We may keep or kennel the animal or turn it over to a humane society or local authority. When

keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**29. WHEN WE MAY ENTER.** Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in 2 below may peacefully enter the apartment at reasonable times for the purposes listed in 2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- 1) we provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and
- 2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized

access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application if you die, are incarcerated, etc. ; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

**30. JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 52 Deposit Return, Surrender, and Abandonment .

### Replacements

**31. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign

an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

### Responsibilities of Owner and Resident

**32. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- 1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- 2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- 3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

**33. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or

involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

**Termination of Rental Agreement - Your Failure to Pay Rent Due.** If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Termination of Rental Agreement - Your Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.**

- 1) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.
- 2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If

answers in a rental application; (5) you or any occupant is referred adjudication for a felony involving actual physical harm to a person, or

you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with § 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

**Other Remedies.** We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Attorney fees and all other expenses shall be deemed

"costs". Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

**Choice of Remedies and Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

**Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**Remedies Cumulative.** Except where limited or prohibited by law, any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

**General Clauses**

**34. ENTIRE AGREEMENT.** You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by a separate written agreement signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract.

**35. NO AUTHORITY TO AMEND UNLESS IN WRITING.** This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

**36. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

**37. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice

to you. Any person who provides written notice under this Lease Contract shall retain a copy of that notice, and shall provide a copy of that notice, by electronic signature, or letter or fax that was given. Fax notices must be signed.

**38. MISCELLANEOUS.**

- A. Any dimensions and sizes provided to you relating to the dwelling unit are only approximations or estimates as actual dimensions and sizes may vary.
- B. Exercising one remedy won't constitute an election or waiver of other remedies.
- C. Unless prohibited by law or the respective insurance policies, if you have insurance covering the dwelling unit or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights.
- D. All remedies are cumulative.
- E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- F. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies.
- G. This Lease Contract binds subsequent owners.
- H. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- I. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- J. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- K. All Lease Contract obligations must be performed in the county where the dwelling unit is located.
- L. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- M. You affirmatively state that you are not a criminal sex offender.

**39. RADON GAS:** We are required by Florida Statute 404.056(5) 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 gas and radon testing may be obtained from your county health department."

**40. WAIVER OF JURY TRIAL.** In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.

**41. CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES.** To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

**42. CONTACTING YOU.** By signing this Lease Contract, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your Lease Contract including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

**43. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

**44. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**45. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 Contractual Lien and Property Left In Apartment) or utility payments subject to governmental regulations first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.

**46. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing associations for the area where the apartment is located.

**When Moving Out**

**47. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the Lease Terms paragraph. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (ReLet; Early Move-Out , paragraph 23 Release of Resident , or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of the Lease Terms paragraph, even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the " oldover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.

**50. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

**48. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen 15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**51. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 Animals ; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

**49. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

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

DS AB CA  
© LS National Apartment Association, Inc. - 12/2019, Florida AS AB



**OIG 21-003-M**

**EXHIBIT 14**

This Instrument Prepared By:

Diane M Perkins  
Attorney at Law  
Mandel & Perkins, P.A.  
10101 West Sample Road  
Coral Springs, FL 33065

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 17 day of July, 2020 between **Louis Sarbone and Hildy Sarbone, husband and wife** whose post office address is **11876 Arboretum Run Drive , #202, Fort Myers, FL 33913**, grantor, and **Matthew R. Reynolds** whose post office address is **5327 NW 51st Court , Coconut Creek, FL 33073**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of **Four Hundred Seventy-Five Thousand and 00/100 Dollars (\$475,000.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida** to-wit:

**Lot3, Block 9, Winston Park Section One-A, according to the plat thereof filed among the Public Records of Broward County, Florida, at Plat Book 131, Page 24.**

**Parcel Identification Number: 4842-07-03-2540**

**The property described herein was acquired by Affiants during Affiants' marriage and Affiants have remained married without interruption through the date of this affidavit and closing of the subject transaction.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.  
Signed, sealed and delivered in our presence:

Michael Mandel  
Witness Name: Michael Mandel

Louis Sarbone (Seal)  
Louis Sarbone

Casey Beadle  
Witness Name: CASEY Beadle

Hildy Sarbone (Seal)  
Hildy Sarbone

State of Florida  
County of Broward

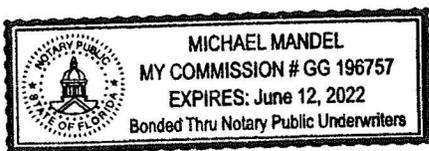
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 17<sup>th</sup> day of July, 2020 by Louis Sarbone and Hildy Sarbone, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]

Michael Mandel  
Notary Public

Printed Name: Michael Mandel

My Commission Expires: \_\_\_\_\_



**OIG 21-003-M**

**EXHIBIT 15**

## Suarez, Gil

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**From:** PublicRecords <PublicRecords@leepa.org>  
**Sent:** Monday, March 15, 2021 1:05 PM  
**To:** Suarez, Gil  
**Cc:** PublicRecords  
**Subject:** RE: Public Record Request - Lee County Property Appraiser  
**Attachments:** screenshot from 2021 webpage.JPG; Authorization to Release Taxpayer Confidential Information.pdf

**External Email Warning:** This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's **email address** (not just the name) as legitimate and know the content is safe. Report any suspicious emails to [ETSSecurity@broward.org](mailto:ETSSecurity@broward.org).

Dear Special Agent Suarez:

Thank you for your request for public records for "any and all records regarding the 2019, 2020 and 2021 homestead exemptions for Louis and Hildy Sarbone for the property located on 11876 Arboretum Run Drive, Unit 202, Fort Myers, FL. 33913 - Folio ID: 10593519, STRAP: 12-45-25-P3-46006.0622."

Attached is a screenshot from our property data page for this parcel on our website: [www.leepa.org](http://www.leepa.org). It shows an application for homestead exemption and an application for transfer of homestead assessment difference submitted on 8/21/20 for the 2021 tax year, that are pending further review for 2021. These documents are exempt from public disclosure and are confidential pursuant to Florida Statutes, sections 192.0105(4) and 193.074 (as interpreted by AGO's 95-07 and 2005-04) and Florida Administrative Code, Rule 12D-1.005). Information conveyed on an application that is confidential is also exempt from public disclosure.

These confidential documents may be released upon receipt of a court order issued after timely notice to the taxpayers of the hearing, or after receipt of authorization by the taxpayers on the attached authorization form.

Susan L. Priess, CFE, ACP, FCP, FRP  
Senior Paralegal  
Lee County Property Appraiser's Office  
2480 Thompson Street, 4<sup>th</sup> Floor  
P.O. Box 1546  
Fort Myers, FL 33902  
P: (239) 533-6276  
E: [priesss@leepa.org](mailto:priesss@leepa.org)  
W: [www.leepa.org](http://www.leepa.org)

**Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.**

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**From:** Suarez, Gil <GSUAREZ@broward.org>  
**Sent:** Thursday, March 11, 2021 3:21 PM

**To:** PublicRecords <PublicRecords@leepa.org>  
**Subject:** Public Record Request - Lee County Property Appraiser

To: custodian of records,

See attached copy of public records request. Should you need further assistance do not hesitate to contact me.

Thank you,



*Gil Suarez, Special Agent*  
**Broward Office of the Inspector General**  
**One North University Drive, Suite 111**  
**Plantation, Florida 33324**  
**Phone: 954-357-7883**  
**Fax: 954-357-7857**  
[www.browardig.org](http://www.browardig.org)

**REPORT FRAUD**  
**954-357-TIPS**

*Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.*

 **Please consider the environment before printing this e-mail!**

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Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

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Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send email to the Lee County Property Appraiser Office. Instead, contact this office by phone or in writing.

[Lee County Property Appraiser Office](#)

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**OIG 21-003-M**

**EXHIBIT 16**



# ORIGINAL APPLICATION FOR HOMESTEAD AND RELATED TAX EXEMPTIONS

DR-501  
Rule 12D-16.002, F.A.C.  
Effective 11/21  
Page 1 of 4

Permanent Florida residency required on January 1.  
Application due to property appraiser by March 1.

County Select County		Tax Year
I am applying for homestead exemption		<input type="checkbox"/> New <input type="checkbox"/> Change
Do you claim residency in another county or state? Applicant?		<input type="checkbox"/> Yes <input type="checkbox"/> No Co-applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No
	<b>Applicant</b>	<b>Co-applicant/Spouse</b>
Name		
*Social Security #		
Immigration #		
Date of birth		
% of ownership		
Date of permanent residency		
Marital status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		
Homestead address		Mailing address, if different
Parcel identification number or legal description		Applicant Phone Co-applicant Phone
Type of deed _____		Date of deed _____
Recorded: Book ____ Page ____ Date ____ or Instrument number _____		
Did any applicant receive or file for exemptions last year? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Previous address:		
Please provide as much information as possible. Your county property appraiser will make the final determination.		
<b>Proof of Residence</b>	<b>Applicant</b>	<b>Co-applicant/Spouse</b>
Previous residency outside Florida and date terminated	date	date
FL driver license or ID card number	date	date
Evidence of relinquishing driver license from other state		
Florida vehicle tag number		
Florida voter registration number (if US citizen)	date	date
Declaration of domicile, enter date	date	date
Current employer		
Address on your last IRS return		
School location of dependent children		
Bank statement and checking account mailing address		
Proof of payment of utilities at homestead address	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name and address of any owners not residing on the property		

\*Disclosure of your social security number is mandatory. It is required by section 196.011(1)(b), Florida Statutes. The social security number will be used to verify taxpayer identity and homestead exemption information submitted to property appraisers.

**In addition to homestead exemption, I am applying for the following benefits.**  
 See page 3 for qualification and required documents.

By local ordinance only:

Age 65 and older with limited income (amount determined by ordinance)

Age 65 and older with limited income and permanent residency for 25 years or more

\$500 widowed     \$500 blind     \$500 totally and permanently disabled

Total and permanent disability - quadriplegic

Certain total and permanent disabilities - limited income and hemiplegic, paraplegic, wheelchair required, or legally blind

First responder totally and permanently disabled in the line of duty or surviving spouse

Surviving spouse of first responder who died in the line of duty

Disabled veteran discount, 65 or older which carries over to the surviving spouse

Veteran disabled 10% or more

Disabled veteran confined to wheelchair, service-connected

Service-connected totally and permanently disabled veteran or veteran's surviving spouse. Applicants for this exemption may qualify for a prorated refund of previous year's taxes if in the previous year they acquired this parcel between January 1 and November 1 and received the same exemption on another parcel. Enter previous parcel information. Parcel number \_\_\_\_\_ County Select County .

Surviving spouse of veteran who died while on active duty. Applicants for this exemption may qualify for a prorated refund of previous year's taxes if in the previous year they acquired this parcel between January 1 and November 1 and received the same exemption on another parcel. Enter previous parcel information. Parcel number \_\_\_\_\_ County Select County .

Other, specify: \_\_\_\_\_

I authorize this agency to obtain information to determine my eligibility for the exemptions applied for. I qualify for these exemptions under Florida Statutes. I own the property above and it is my permanent residence or the permanent residence of my legal or natural dependent(s). (See s. 196.031, Florida Statutes.)

I understand that under section 196.131(2), F.S., any person who knowingly and willfully gives false information to claim homestead exemption is guilty of a misdemeanor of the first degree, punishable by imprisonment up to one year, a fine up to \$5,000, or both.

I have read, or have had someone read to me, the contents of this form.

I certify all information on this form and any attachments are true, correct, and in effect on January 1 of this year.

_____ Signature, applicant	_____ Date	_____ Signature, co-applicant	_____ Date
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Contact your local property appraiser if you have questions about your exemption.  
**File the signed application for exemption with the county property appraiser.**

_____ Signature, property appraiser or deputy	_____ Date	_____ Entered by	_____ Date
--------------------------------------------------	---------------	---------------------	---------------

### Penalties

The property appraiser has a duty to put a tax lien on your property if you received a homestead exemption during the past 10 years that you were not entitled to. The property appraiser will notify you that taxes with penalties and interest are due. You will have 30 days to pay before a lien is recorded. If this was not an error by the property appraiser, you will be subject to a penalty of 50 percent of the unpaid taxes and 15 percent interest each year (see s. 196.011(9)(a), F.S.). For special requirements for estates probated or administered outside Florida, see s. 196.161(1), F.S.

The information in this application will be given to the Department of Revenue. Under s. 196.121, F.S., the Department and property appraisers can give this information to any state where the applicant has resided. Social security numbers will remain confidential under s.193.114(5), F.S.

## EXEMPTION AND DISCOUNT REQUIREMENTS

**Homestead** Every person who owns real property in Florida on January 1, makes the property his or her permanent residence or the permanent residence of a legal or natural dependent, and files an application may receive a property tax exemption up to \$50,000. The first \$25,000 applies to all property taxes. The added \$25,000 applies to assessed value over \$50,000 and only to non-school taxes.

Your local property appraiser will determine whether you are eligible. The appraiser may consider information such as the items requested on the bottom of page 1.

**Save our Homes (SOH)** Beginning the year after you receive homestead exemption, the assessment on your home cannot increase by more than the lesser of the change in the Consumer Price Index or 3 percent each year, no matter how much the just value increases. If you have moved from one Florida homestead to another within the last three years, you may be eligible to take some of your SOH savings with you. See your property appraiser for more information.

**This page does not contain all the requirements that determine your eligibility for an exemption.  
Consult your local property appraiser and Chapter 196, Florida Statutes, for details.**

Added Benefits Available for Qualified Homestead Properties				
	Amount	Qualifications	Forms and Documents*	Statute
<b>Exemptions</b>				
Local option, age 65 and older	Determined by local ordinance	Local ordinance, limited income	Proof of age DR-501SC, household income	196.075
	The amount of the assessed value	Local ordinance, just value under \$250,000, permanent residency for 25 years or more.	DR-501SC, household income	
Widowed	\$500		Death certificate of spouse	196.202
Blind	\$500		Florida physician, DVA*, or SSA**	196.202
Totally and Permanently Disabled	\$500	Disabled	Florida physician, DVA*, or SSA**	196.202
	All taxes	Quadriplegic	2 Florida physicians or DVA*	196.101
	All taxes	Hemiplegic, paraplegic, wheelchair required for mobility, or legally blind Limited income	DR-416, DR-416B, or letters from 2 FL physicians (For the legally blind, one can be an optometrist.) Letter from DVA*, and DR-501A, household income	196.101
<b>Veterans and First Responders Exemptions and Discount</b>				
Disabled veteran discount, age 65 and older which carries over to the surviving spouse	% of disability	Combat-related disability	Proof of age, DR-501DV Proof of disability, DVA*, or US government	196.082
Veteran, disabled 10% or more by misfortune or during wartime service	Up to \$5,000	Veteran or surviving spouse	Proof of disability, DVA*, or US government	196.24
Veteran confined to wheelchair, service-connected, totally disabled	All taxes	Veteran or surviving spouse	Proof of disability, DVA*, or US government	196.091
Service-connected, totally and permanently disabled veteran or surviving spouse	All taxes	Veteran or surviving spouse	Proof of disability, DVA*, or US government	196.081
Surviving spouse of veteran who died while on active duty	All taxes	Surviving spouse	Letter attesting to the veteran's death while on active duty	196.081
First responder totally and permanently disabled in the line of duty or surviving spouse	All Taxes	First responder or surviving spouse	Proof of Disability, employer certificate, physician's certificate and SSA** (or additional physician certificate)	196.102
Surviving spouse of first responder who died in the line of duty	All taxes	Surviving spouse	Letter attesting to the first responder's death in the line of duty	196.081
*DVA is the US Department of Veterans Affairs or its predecessor. **SSA is the Social Security Administration.				

## References

This form mentions the following documents, which are incorporated by reference in Rule 12D-16.002, F.A.C.  
The forms may be available on your county property appraiser's website  
or the Department of Revenue's website at <http://floridarevenue.com/property/Pages/Forms.aspx>.

<b><u>Form</u></b>	<b><u>Form Title</u></b>
DR-416	Physician's Certification of Total and Permanent Disability
DR-416B	Optometrist's Certification of Total and Permanent Disability
DR-501A	Statement of Gross Income
DR-501DV	Application and Return for Homestead Tax Discount, Veterans Age 65 and Older with a Combat-Related Disability and Surviving Spouse
DR-501SC	Adjusted Gross Household Income, Sworn Statement and Return

**OIG 21-003-M**

# **EXHIBIT 17**

**Account Number:**  
12-45-25-P3-46006.0622  
**Personal ID Number:**  
2100289052  
**Millage Code:**  
090

**Site Address / Legal Description:**  
11876 ARBORETUM RUN DR 622  
CARRIAGE HOMES II AT  
ARBORWOOD PRESERVE AS DESC  
IN INSTRUMENT 2019000  
See Additional Legal on Tax Roll

\* See message below



SARBONE LOUIS TR & FOR LOUIS & HILDY  
SARBONE TRUST  
11876 ARBORETUM RUN DR #622  
FORT MYERS, FL 33913

2019000269048

**Amount Due:** \$0.00 **If Paid In:** Nov 30, 2021

**Paid** 11/22/2021 606036-823 \$2,711.62

Ad Valorem Taxes Levying Authority	Telephone	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.8623	126,219	50,000	76,219	294.38
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	126,219	25,000	101,219	227.54
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.6430	126,219	25,000	101,219	368.74
CITY OF FORT MYERS	239-321-7185	7.5875	126,219	50,000	76,219	578.31
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	126,219	50,000	76,219	35.93
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.1061	126,219	50,000	76,219	8.09
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0365	126,219	50,000	76,219	2.78
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1146	126,219	50,000	76,219	8.73
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0235	126,219	0	126,219	2.97
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2439	126,219	0	126,219	30.78
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	126,219	50,000	76,219	3.00

Non-Ad Valorem Assessments Levying Authority	Telephone	Rate	Amount
ARBORWOOD CDD	877-737-4922		792.25
CITY OF FORT MYERS FIRE SERVICES AND FACILITIES	239-321-7185		185.00
CITY OF FORT MYERS RESIDENTIAL SOLID WASTE	239-321-8100		235.83
CITY OF FORT MYERS STORMWATER	239-321-7448		18.24
LEE COUNTY SOLID WASTE ASSESSMENT	239-533-8000		32.03

Keep for your records

2021 Combined Total Ad Valorem and Non-Ad Valorem: 0.00

**2021 Paid Real Estate**

**Paid**  
11/22/2021  
606036-823  
\$2,711.62

<b>Account:</b>	12-45-25-P3-46006.0622
<b>Site Address:</b>	11876 ARBORETUM RUN DR 622, FORT MYERS, 33913
<b>Personal ID Number:</b>	2100289052
<b>If Paid By</b>	<b>Please Pay</b>
Nov 30, 2021	\$0.00

Phone/Email Contact: \_\_\_\_\_

\*If the address below is not correct, visit [www.leepa.org](http://www.leepa.org) to update your address.

SARBONE LOUIS TR & FOR LOUIS & HILDY  
SARBONE TRUST  
11876 ARBORETUM RUN DR #622  
FORT MYERS, FL 33913

Make check payable to:  
LEE COUNTY TAX COLLECTOR  
PO BOX 1609  
FORT MYERS FL 33902-1609

Return with payment

## IMPORTANT INFORMATION AND INFORMATION - PLEASE READ

**Ad Valorem Taxes** cover the period January through December 31 of the tax year. **Tax notices** are mailed out about November 1 and December 1. Failure to receive a tax notice does not constitute a delinquent tax. **Installment tax notices** are mailed in June, September, December, and March.

**Verify** the mailing address, site address, legal description, value and tax ratio. Report any discrepancy immediately to the County Property Appraiser.

**Property sold:** Forward this notice to the new owner(s).

**Discounts:** The amount of the discount on the total assessed value (if applicable) is as follows: 4% in November; 3% in December; 2% in January; and 1% in February. All other discounts allowed: 6% in June; 4 1/2% in September; and 3% in December. When the discount period does not occur on a holiday, the discount is extended to the next business day.

**Payment Options:** **Online:** Visit our official website [www.leetc.com](http://www.leetc.com). **By Mail:** Check or money order. **Phone:** 239.533.6000. **In Person:** Cash, check, money order, debit card (PIN required), and all major credit cards. **OTE:** A convenience fee is charged when using a credit or debit card and is subject to service provider rate which may vary. No portion of this fee is retained by the Tax Collector's office.

**Alternative Payment Methods:** Visit us online or contact our office for information on the *partial payment of installment payment plan*. Property owners eligible for home tax exemption may qualify to defer a portion or all of their taxes and a payment by filing a *Homestead Tax Deferral Application*.

**Confirmation:** Confirm receipt of your payment online at our official website [www.leetc.com](http://www.leetc.com). Our taxes are not considered paid until your payment clears our bank and is applied to your tax account.

**Delinquent Taxes:** Payment of delinquent taxes must be made in certified funds drawn on a local bank. The amount due is determined by the date of the delinquency. Failure to pay delinquent taxes could result in the loss of your property. Official rules follow the charges as imposed by Florida Law:

**Real Estate:** 10% minimum interest and a verting cost. A tax certificate sale held on or before June 1 resulting in a judicial charge.

**Tangible Personal Property:** 8% interest annually, cost of advertising, and fees. Tax warrants will be issued to all unpaid personal property taxes on or about June 1.

### Governmental Office Responsibilities

**Tax Collector:** Print, mail, and collect payment based on the tax roll(s) certified by the Property Appraiser and Levying Authority. For questions concerning payment of taxes contact the Tax Collector at P.O. Box 1609, Fort Myers, FL 33902, [www.leetc.com](http://www.leetc.com), or 239.533.6000. Office hours: 8:00 a.m. to 5:00 p.m. Monday – Friday, except holidays. Under Florida law, communication with our agency, including email addresses, is considered public record and may be released to the public records requests.

**Property Appraiser:** Prepare and certify the tax roll, including assessed value, exemption, legal description, and owner(s) name, and mailing address, to the Tax Collector. Contact the Property Appraiser if you have questions regarding the certified tax roll at P.O. Box 1546, Fort Myers, FL 33902, [www.leea.org](http://www.leea.org), or 888.721.0510. Office hours: 8:00 a.m. to 5:00 p.m. Monday – Friday, except holidays.

**Levying Authority:** Establish millage rates assessed based on the value added for the property taxes. Direct questions regarding services provided or rates charged to the authority listed (if show) on the front of this notice.

### NOTICE

Pursuant to Florida Statute 590.25(5), be advised that the Florida Forest Service may be required to burn brush and/or other areas in a project area that include your property in Lee County, Florida. The efforts are to reduce fuel load and the threat of wildfire. The project areas are planned to occur from the date of this notice until the date of the following year. This service is provided at no cost to the affected landowner(s). Contact the Florida Forest Service if you have questions regarding this service at: 094 Palmetto Blvd., Fort Myers, FL 33905, or 239.690.800.

**Don't Wait in Line... Pay Online at [www.leetc.com](http://www.leetc.com)**

Rev. 09/2020



**OIG 21-003-M**

**EXHIBIT 18**



### Property Data

STRAP: 12-45-25-P3-46006.0622 Folio ID: 10593519

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**+ Owner Of Record - Sole Owner**

[\[Change Address\]](#)



SARBONE LOUIS TR  
FOR LOUIS + HILDY SARBONE TRUST  
11876 ARBORETUM RUN DR #622  
FORT MYERS FL 33913

**Site Address**

Site Address maintained by **E911 Program Addressing**

11876 ARBORETUM RUN DR 622  
FORT MYERS FL 33913

**Property Description**

Do not use for legal documents!



CARRIAGE HOMES II AT ARBORWOOD PRESERVE AS  
DESC IN INSTRUMENT 2019000189256 PH IV BLDG 6 UNIT  
622

[\[ Tax Map Viewer \]](#) [\[ View Comparables \]](#)



[\[ Pictometry Aerial Viewer \]](#)



**Current Working Values**



**Just**

235,307

**Attributes**

Land Units Of Measure	0.00
Units	0
Total Number of Buildings	2 / 2.0
Total Bedrooms / Bathrooms	2,284
Total Living Area	2019
1st Year Building on Tax Roll	No
Historic Designation	

**Image of Structure**



◀ Photo Date March of 2022 ▶  View other photos

Last Inspection Date: 08/21/2019

### Exemptions

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Exemption	Amount
Homestead Exemption	25,000.00
Additional Homestead Exemption	25,000.00



**Values (2021 Tax Roll)**



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**Property Values**

**Attributes**

Just Assessed	235,307	Land Units Of Measure	0.00
Portability Applied	109,088	Units	0
Cap Assessed	126,219	Total Number of Buildings	2 / 2.0
Taxable	76,219	Total Bedrooms / Bathrooms	2,284
Cap Difference	109,088	Total Living Area	2019
		1st Year Building on Tax Roll	No
		Historic Designation	

**+** Taxing Authorities  
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**-** Sales / Transactions  
Generated on 3/22/2022 1:01 PM

Sale Price	Date	OR Number	Type	Notes	Vacant/Improved
0.00	11/19/2019	<a href="#">2019000269048</a>	77	There are 11 additional parcel(s) with this document (may have been split after the transaction date)... <a href="#">12-45-25-P3-46006.0611</a> <a href="#">12-45-25-P3-46006.0612</a> <a href="#">12-45-25-P3-46006.0621</a> <a href="#">12-45-25-P3-46012.1211</a> <a href="#">12-45-25-P3-46012.1212</a> <a href="#">12-45-25-P3-46012.1221</a> <a href="#">12-45-25-P3-46012.1222</a> <a href="#">12-45-25-P3-46013.1311</a> <a href="#">12-45-25-P3-46013.1312</a> <a href="#">12-45-25-P3-46013.1321</a> <a href="#">12-45-25-P3-46013.1322</a>	I
10.00	10/15/2019	<a href="#">2019000239754</a>	11		I
280,000.00	09/20/2019	<a href="#">2019000220486</a>	98	Unable to process transfer due to deed or transfer instrument errors (examples: incomplete or incorrect legal description, incorrect grantor)	I
0.00	08/12/2019	<a href="#">2019000189256</a>	77	There are 7 additional parcel(s) with this document (may have been split after the transaction date)... <a href="#">12-45-25-P3-46006.0611</a> <a href="#">12-45-25-P3-46006.0612</a> <a href="#">12-45-25-P3-46006.0621</a> <a href="#">12-45-25-P3-46007.0711</a> <a href="#">12-45-25-P3-46007.0712</a> <a href="#">12-45-25-P3-46007.0721</a> <a href="#">12-45-25-P3-46007.0722</a>	I
0.00	04/05/2019	<a href="#">2019000094316</a>	77	There are 11 additional parcel(s) with this document (may have been split after the transaction date)... <a href="#">12-45-25-P3-46005.0511</a> <a href="#">12-45-25-P3-46005.0512</a> <a href="#">12-45-25-P3-46005.0521</a> <a href="#">12-45-25-P3-46005.0522</a> <a href="#">12-45-25-P3-46006.0611</a> <a href="#">12-45-25-P3-46006.0612</a> <a href="#">12-45-25-P3-46006.0621</a> <a href="#">12-45-25-P3-46007.0711</a> <a href="#">12-45-25-P3-46007.0712</a> <a href="#">12-45-25-P3-46007.0721</a> <a href="#">12-45-25-P3-46007.0722</a>	I

[View Recorded Plat at LeeClerk.org](#)

Use the above link to view recorded plat information on the Lee County Clerk of Courts website.

Learn how you can protect yourself against fraud with the Lee County Clerk of Court's [Property Fraud Alert](#) Service.

**Parcel Numbering History**

Generated on 3/22/2022 1:01 PM

**Location Information**

Generated on 3/22/2022 1:01 PM

**Solid Waste (Garbage) Roll Data**

Generated on 3/22/2022 1:01 PM

**Flood and Storm Information**

Generated on 3/22/2022 1:01 PM

**Address History**

Generated on 3/22/2022 1:01 PM

Street Number	Street Name	Unit	City	Zip	Maintenance Date
---------------	-------------	------	------	-----	------------------

8/21/2019 2:44:18 PM

**Appraisal Details (2021 Tax Roll)**

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Condominium

**Complex Information**

<b>Complex Name</b>	CARRIAGE HOMES AT ARBORWOOD PRESERVE I - IV	<b>Frontage</b>	LAKE
<b>Complex ID</b>	P312553400000	<b>Structure</b>	CB STUCCO
<b>Address</b>	ARBORETUM RUN DR	<b>Roof</b>	GABLE OR HIP
<b>Total Units</b>	140	<b>Parking</b>	GARAGE

Amenities

**Unit Detail**

<b>Model</b>		<b>Total Living Area</b>	2284
<b>Building</b>	6	<b>Location</b>	CORNER (END)
<b>Unit</b>	0622	<b>Balcony</b>	SCREENED
<b>Floor</b>	2	<b>Parking</b>	GARAGE
<b>Bedrooms</b>	2	<b>Year Built</b>	2019
<b>Bathrooms</b>	2.0	<b>Effective Year Built</b>	2019

**Unit Subareas**

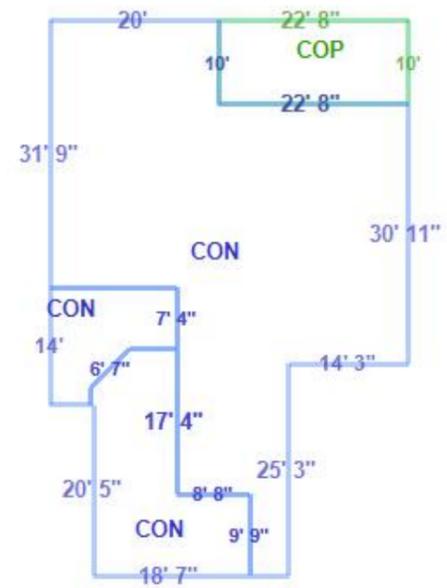
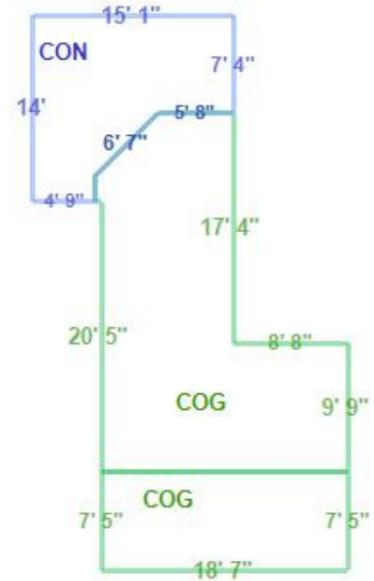
Description	Heated / Under Air	Area (Sq Ft)
COG - CONDO GARAGE	N	138
COG - CONDO GARAGE	N	345
CON - CONDO BASE	Y	153
CON - CONDO BASE	Y	153
CON - CONDO BASE	Y	1,633
CON - CONDO BASE	Y	345
COP - CONDO PORCH	N	227

### Building Front Photo



Photo Date: March of 2022

### Unit Footprint



**+** **Appraisal Details (Current Working Values)**  
Generated on 3/22/2022 1:01 PM

[Previous Parcel Number](#)

Generated on 3/22/2022 1:01 PM  
[Next Parcel Number](#) [New Query](#) [Search Results](#) [Home](#)  
 TRIM (proposed tax) Notices are available for the following tax years  
 [ [2019](#) [2020](#) [2021](#) ]

**OIG 21-003-M**

# **EXHIBIT 19**



**Florida Voter Registration Application**  
Part 1 – Instructions (DS-DE 39, R1S-2.040, F.A.C.) (eff. 10/2013)

**Información en español:** Sirvase llamar a la oficina del supervisor de elecciones de su condado si le interesa obtener este formulario en español.

**To Register in Florida, you must be:**

- a U.S. citizen,
- a Florida resident,
- at least 18 years old (you may pre-register at 16 or 17, but cannot vote until you are 18).

If you have been convicted of a felony, or if a court has found you to be mentally incapacitated as to your right to vote, you cannot register until your right to vote is restored.

**If you do not meet any ONE of these requirements, you are not eligible to register.**

**Questions?**

Contact the Supervisor of Elections in your county:  
[dos.myflorida.com/elections/contacts/supervisor-of-elections](http://dos.myflorida.com/elections/contacts/supervisor-of-elections)

Visit the Florida Division of Elections' website at:  
[dos.myflorida.com/elections](http://dos.myflorida.com/elections)

**CRIMINAL OFFENSE:** It is a 3rd degree felony to submit false information. Maximum penalties are \$5,000 and/or 5 years in prison.

**PUBLIC RECORD:** Once filed, all information including your phone number and email address as provided become public record except for the following which can only be used for voter registration purposes: your FL DL#, FL ID#, SSN, where you registered to vote, and whether you declined to register or to update your voter registration record at a voter registration agency. Your signature can be viewed but not copied. (Section 97.0585, Fla. Stat.)

**Where to Register:** You can register to vote by completing this application and delivering it in person or by mail to any supervisor of elections' office, office that issues driver's licenses, or voter registration agency (public assistance office, center for independent living, office serving persons with disabilities, public library, or armed forces recruitment office) or the Division of Elections. Mailing addresses are on page 2 of this form.

**Deadline to Register:** The deadline to register to vote is 29 days before any election. You can update your registration record at any time, but for a Primary Election, party changes must be completed 29 days before that election. You will be contacted if your new application is incomplete, denied or a duplicate of an existing registration. Your Voter Information Card will be mailed to you once you are registered.

**Identification (ID) Requirements:** New applicants must provide a current and valid Florida driver's license number (FL DL#) or Florida identification card number (FL ID#). If you do not have a FL DL# or FL ID#, then you must provide the last four digits of your Social Security number (SSN). If you do not have any of these numbers, check "None." If you leave the field and box blank, your new registration may be denied. See section 97.053(6), Fla.Stat.

**Special ID requirements:** If you are registering by mail, have never voted in Florida, and have never been issued one of the ID numbers above, include one of the following with your application, or at a later time before you vote: 1) A copy of an ID that shows your name and photo (*acceptable IDs*—U.S. Passport, debit or credit card, military ID, student ID, retirement center ID, neighborhood association ID, or public assistance ID); or 2) A copy of an ID that shows your name and current residence address (*acceptable documents*—utility bill, bank statement, government check, paycheck, or other government document).

The special ID is not required if you are 65 or older, have a temporary or permanent physical disability, are a member of the active uniformed services or merchant marine who is absent from the county for active duty, or a spouse or dependent thereof, or are currently living outside the U.S. but otherwise eligible to vote in Florida.

**Political Party Affiliation:** Florida is a closed primary election state. In primary elections, registered voters can only vote for their registered party's candidates in a partisan race on the ballot. In a primary election, all registered voters, regardless of party affiliation, can vote on any issue, nonpartisan race, and race where a candidate faces no opposition in the General Election. If you do not indicate your party affiliation, you will be registered with no party affiliation. For a list of political parties, visit the Division of Elections' website at: [dos.myflorida.com/elections](http://dos.myflorida.com/elections)

**Race/Ethnicity:** It is optional to list your race or ethnicity.

**Boxes:** Please check boxes ( ) where applicable.

**Numbered rows 1 through 7 and 12 must be completed for a new registration.**



**Florida Voter Registration Application**

Part 2 – Form (DS-DE #39, R1S-2.040, F.A.C.) (eff. 10/2013)

The downloadable/printable online form is available at:  
[registertovoteflorida.gov](http://registertovoteflorida.gov)

This is:  New Registration  Record Update/Change (e.g., Address, Party Affiliation, Name, Signature)  Request to Replace Voter Information Card

1	Are you a citizen of the United States of America? <input type="checkbox"/> YES <input type="checkbox"/> NO				OFFICIAL USE ONLY							
	2 <input type="checkbox"/> I affirm that I am not a convicted felon, or if I am, my right to vote has been restored.											
	3 <input type="checkbox"/> I affirm that I have not been adjudicated mentally incapacitated with respect to voting or, if I have, my right to vote has been restored.											
4	Date of Birth (MM-DD-YYYY) [ ][ ] - [ ][ ] - [ ][ ][ ][ ]				FVRS No:							
5	Florida Driver License (FL DL) or Florida identification (FL ID) Card Number [ ][ ][ ][ ] - [ ][ ][ ][ ] - [ ][ ][ ][ ] - [ ][ ][ ][ ]				If no FL DL or FL ID, then provide → [ ][ ][ ][ ]		Last 4 digits of Social Security Number [ ][ ][ ][ ]		<input type="checkbox"/> I have NONE of these numbers.			
6	Last Name		First Name		Middle Name		Name Suffix (Jr., Sr., I, II, etc.):					
7	Address Where You Live (legal residence-no P.O. Box)			Apt/Lot/Unit	City		County		Zip Code			
8	Mailing Address (if different from above address)			Apt/Lot/Unit	City		State or Country		Zip Code			
9	Address Where You Were Last Registered to Vote			Apt/Lot/Unit	City		State		Zip Code			
10	Former Name (if name is changed)			Gender <input type="checkbox"/> M <input type="checkbox"/> F		State or Country of Birth		Telephone No. (optional) ( )				
11	<input type="checkbox"/> Email me SAMPLE BALLOTS if option is available in my county. (See Public Record Notice above) My email address is:											
Party Affiliation (Check only one. If left blank, you will be registered without party affiliation)			Race/Ethnicity (Check only one)			(Check only one if applicable)			<input type="checkbox"/> I will need assistance with voting.			
<input type="checkbox"/> Florida Democratic Party			<input type="checkbox"/> American Indian/Alaskan Native			<input type="checkbox"/> I am an active duty Uniformed Services or Merchant Marine member			<input type="checkbox"/> I am interested in becoming a poll worker.			
<input type="checkbox"/> Republican Party of Florida			<input type="checkbox"/> Asian/Pacific Islander			<input type="checkbox"/> I am a spouse or a dependent of an active duty uniformed services or merchant marine member						
<input type="checkbox"/> No party affiliation			<input type="checkbox"/> Black, not of Hispanic Origin			<input type="checkbox"/> I am a U.S. citizen residing outside the U.S.						
<input type="checkbox"/> Minor party (print party name):			<input type="checkbox"/> Hispanic									
			<input type="checkbox"/> White, not of Hispanic Origin									
			<input type="checkbox"/> Multi-racial									
			<input type="checkbox"/> Other: _____									
12	Oath: I do solemnly swear (or affirm) that I will protect and defend the Constitution of the United States and the Constitution of the State of Florida, that I am qualified to register as an elector under the Constitution and laws of the State of Florida, and that all information provided in this application is true.				<b>SIGN/MARK HERE</b> →				Date			

<b>Address your envelope to your County Supervisor of Elections. (Rev 09/14/2020)</b>	<b>Flagler</b> -Supervisor of Elections PO Box 901 Bunnell FL 32110-0901 Phone: 386-313-4170	<b>Lake</b> -Supervisor of Elections PO Box 457 Tavares FL 32778-0457 Phone: 352-343-9734	<b>Pasco</b> -Supervisor of Elections PO Box 300 Dade City FL 33526-0300 Phone: 800-851-8754
<b>Alachua</b> -Supervisor of Elections 515 N Main St Ste 300 Gainesville FL 32601-3348 Phone: 352-374-5252	<b>Franklin</b> -Supervisor of Elections 47 Ave F Apalachicola FL 32320-1723 Phone: 850-653-9520	<b>Lee</b> -Supervisor of Elections PO Box 2545 Fort Myers FL 33902-2545 Phone: 239-533-8683	<b>Pinellas</b> -Supervisor of Elections 13001 Starkey Rd Largo FL 33773-1416 Phone: 727-464-8683
<b>Baker</b> -Supervisor of Elections PO Box 505 Macclenny FL 32063-0505 Phone: 904-259-6339	<b>Gadsden</b> -Supervisor of Elections PO Box 186 Quincy FL 32353-0186 Phone: 850-627-9910	<b>Leon</b> -Supervisor of Elections PO Box 7357 Tallahassee FL 32314-7357 Phone: 850-606-8683	<b>Polk</b> -Supervisor of Elections PO Box 1460 Bartow FL 33831-1460 Phone: 863-534-5888
<b>Bay</b> -Supervisor of Elections 830 W 11th St Panama City FL 32401-2336 Phone: 850-784-6100	<b>Gilchrist</b> -Supervisor of Elections 112 S Main St Rm 128 Trenton FL 32693-3260 Phone: 352-463-3194	<b>Levy</b> -Supervisor of Elections 421 S Court St Bronson FL 32621-6520 Phone: 352-486-5163	<b>Putnam</b> -Supervisor of Elections 2509 Crill Ave Ste 900 Palatka FL 32177-4267 Phone: 386-329-0224
<b>Bradford</b> -Supervisor of Elections PO Box 58 Starke FL 32091-0058 Phone: 904-966-6266	<b>Glades</b> -Supervisor of Elections PO Box 668 Moore Haven FL 33471-0668 Phone: 863-946-6005	<b>Liberty</b> -Supervisor of Elections PO Box 597 Bristol FL 32321-0597 Phone: 850-643-5226	<b>Santa Rosa</b> -Supervisor of Elections 6495 Caroline St Ste F Milton FL 32570-4592 Phone: 850-983-1900
<b>Brevard</b> -Supervisor of Elections PO Box 410819 Melbourne FL 32941-0819 Phone: 321-633-2124	<b>Gulf</b> -Supervisor of Elections 401 Long Ave Port St Joe FL 32456-1707 Phone: 850-229-6117	<b>Madison</b> -Supervisor of Elections 239 SW Pinckney St Madison FL 32340-2470 Phone: 850-973-6507	<b>Sarasota</b> -Supervisor of Elections PO Box 4194 Sarasota FL 34230-4194 Phone: 941-861-8600
<b>Broward</b> -Supervisor of Elections PO Box 029001 Ft Lauderdale FL 33302-9001 Phone: 954-357-7050	<b>Hamilton</b> -Supervisor of Elections 1153 US Hwy 41 NW Ste 1 Jasper FL 32052-5899 Phone: 386-792-1426	<b>Manatee</b> -Supervisor of Elections PO Box 1000 Bradenton FL 34206-1000 Phone: 941-741-3823	<b>Seminole</b> -Supervisor of Elections PO Box 1479 Sanford FL 32772-1479 Phone: 407-585-8683
<b>Calhoun</b> -Supervisor of Elections 20859 Central Ave E Rm 117 Blountstown FL 32424-2266 Phone: 850-674-8568	<b>Hardee</b> -Supervisor of Elections 311 N 6th Ave Wauchula FL 33873-2319 Phone: 863-773-6061	<b>Marion</b> -Supervisor of Elections PO Box 289 Ocala FL 34478-0289 Phone: 352-620-3290	<b>St. Johns</b> -Supervisor of Elections 4455 Ave A Ste 101 St Augustine FL 32095-5200 Phone: 904-823-2238
<b>Charlotte</b> -Supervisor of Elections 226 Taylor St Unit 120 Punta Gorda FL 33950-4458 Phone: 941-833-5400	<b>Hendry</b> -Supervisor of Elections PO Box 174 LaBelle FL 33975-0174 Phone: 863-675-5230	<b>Martin</b> -Supervisor of Elections PO Box 1257 Stuart FL 34995-1257 Phone: 772-288-5637	<b>St. Lucie</b> -Supervisor of Elections 4132 Okeechobee Rd Ft Pierce FL 34947-5412 Phone: 772-462-1500
<b>Citrus</b> -Supervisor of Elections PO Box 1870 Lecanto FL 34460-1870 Phone: 352-564-7120	<b>Hernando</b> -Supervisor of Elections 20 N Main St Rm 165 Brooksville FL 34601-2850 Phone: 352-754-4125	<b>Miami-Dade</b> -Supervisor of Elections PO Box 521550 Miami FL 33152-1550 Phone: 305-499-8363	<b>Sumter</b> -Supervisor of Elections 7375 Powell Rd Ste 125 Wildwood FL 34785-4228 Phone: 352-569-1540
<b>Clay</b> -Supervisor of Elections PO Box 337 Green Cove Springs FL 32043-0337 Phone: 904-269-6350	<b>Highlands</b> -Supervisor of Elections PO Box 3448 Sebring FL 33871-3448 Phone: 863-402-6655	<b>Monroe</b> -Supervisor of Elections 530 Whitehead St # 101 Key West FL 33040-6577 Phone: 305-292-3416	<b>Suwanee</b> -Supervisor of Elections 302 Pine Ave SW Live Oak FL 32064-2315 Phone: 386-362-2616
<b>Collier</b> -Supervisor of Elections 3750 Enterprise Ave Naples FL 34104-3659 Phone: 239-252-8683	<b>Hillsborough</b> -Supervisor of Elections 2514 N Falkenburg Rd Tampa FL 33619-0917 Phone: 813-744-5900	<b>Nassau</b> -Supervisor of Elections 96135 Nassau Pl Ste 3 Yulee FL 32097-8699 Phone: 904-491-7500	<b>Taylor</b> -Supervisor of Elections PO Box 1060 Perry FL 32348-1060 Phone: 850-838-3515
<b>Columbia</b> -Supervisor of Elections 971 W Duval St Ste 102 Lake City FL 32055-3709 Phone: 386-758-1026	<b>Holmes</b> -Supervisor of Elections 201 N Oklahoma St Ste 102 Bonifay FL 32425-2243 Phone: 850-547-1107	<b>Okaloosa</b> -Supervisor of Elections 302 N Wilson St Ste 102 Crestview FL 32536-3474 Phone: 850-689-5600	<b>Union</b> -Supervisor of Elections 175 W Main St Lake Butler FL 32054-1639 Phone: 386-496-2236
<b>Desoto</b> -Supervisor of Elections PO Box 89 Arcadia FL 34265-0089 Phone: 863-993-4871	<b>Indian River</b> -Supervisor of Elections 4375 43rd Ave Vero Beach FL 32967-1024 Phone: 772-226-4700	<b>Okeechobee</b> -Supervisor of Elections 304 NW 2nd St Rm 144 Okeechobee FL 34972-4146 Phone: 863-763-4014	<b>Volusia</b> -Supervisor of Elections 1750 South Woodland Blvd DeLand FL 32720-7915 Phone: 386-736-5930
<b>Dixie</b> -Supervisor of Elections PO Box 2057 Cross City FL 32628-2057 Phone: 352-498-1216	<b>Jackson</b> -Supervisor of Elections PO Box 6046 Marianna FL 32447-6046 Phone: 850-482-9652	<b>Orange</b> -Supervisor of Elections PO Box 562001 Orlando FL 32856-2001 Phone: 407-836-2070	<b>Wakulla</b> -Supervisor of Elections PO Box 305 Crawfordville FL 32326-0305 Phone: 850-926-7575
<b>Duval</b> -Supervisor of Elections 105 E Monroe St Jacksonville FL 32202-3213 Phone: 904-630-1414	<b>Jefferson</b> -Supervisor of Elections 380 W Dogwood St Monticello FL 32344-1470 Phone: 850-997-3348	<b>Osceola</b> -Supervisor of Elections 2509 E Irlow Bronson Memorial Hwy Kissimmee FL 34744-4909 Phone: 407-742-6000	<b>Walton</b> -Supervisor of Elections 571 US Hwy 90 E DeFuniak Springs FL 32433-1374 Phone: 850-892-8112
<b>Escambia</b> -Supervisor of Elections PO Box 12601 Pensacola FL 32591-2601 Phone: 850-595-3900	<b>Lafayette</b> -Supervisor of Elections PO Box 76 Mayo FL 32066-0076 Phone: 386-294-1261	<b>Palm Beach</b> -Supervisor of Elections PO Box 22309 West Palm Beach FL 33416-2309 Phone: 561-656-6200	<b>Washington</b> -Supervisor of Elections 1331 South Blvd Ste 900 ChIPLEY FL 32428-2233 Phone: 850-638-6230

**OIG 21-003-M**

# **EXHIBIT 20**

Step 1

**Step 2**

Step 3

(\*) indicates required field.

## Political Party Preference

---

Florida is a **closed primary election** (<http://dos.myflorida.com/elections/for-voters/voter-registration/closed-primary-party-affiliation/>) state. Any party change made after the registration deadline for an upcoming primary election will not take effect until after that election.

**Party Affiliation \***

Select a Party Affiliation or No Affiliation ▼

\*Required

## Legal Residential Address

---

**Do not enter a P.O. Box or business address.**

[Click Here to Enter Address](#)

**Mailing address is the same as your residential address.**

Yes  No

## Former Name and Former Address Where You Were Last Registered to Vote

(This information is not required.)

---

**Address Line 1**

**Address Line 2**

**Address Line 3**

**City**

**State**

 ▼

**Zip Code**

**Former First Name**

**Former Middle Name**

**Former Last Name**

## Personal Information

(This information is not required.)

---

**Public Records Notice: [Voter Information as a Public Record](http://dos.myflorida.com/elections/for-voters/voter-registration/voter-information-as-a-public-record/) (<http://dos.myflorida.com/elections/for-voters/voter-registration/voter-information-as-a-public-record/>).**

**Gender**

Male  Female

**Race/Ethnicity**

 ▼

**Telephone Number**

(

 **Email me SAMPLE BALLOTS if option is available in my county.****State or Country of Birth**

## Assistance/Volunteer Services

(This information is not required.)

---

**I will need assistance with voting.**       **Yes**  **No**

**I am interested in becoming a poll worker.**       **Yes**  **No**

## Classification

(This information is not required.)

---

I am one of the following:

- I am an active duty Uniformed Services or Merchant Marine member.**
- I am a spouse or a dependent of an active duty Uniformed Services or Merchant Marine member.**
- I am a U.S. citizen residing outside the U.S.**
- None of the above.**

[Continue](#)[Exit](#)



**Ron DeSantis, Governor**  
**Laurel M. Lee, Secretary of State**

[Privacy Policy \(http://dos.myflorida.com/privacy-policy/\)](http://dos.myflorida.com/privacy-policy/) | [Accessibility \(http://dos.myflorida.com/accessibility/\)](http://dos.myflorida.com/accessibility/)  
| [Site Map \(http://dos.myflorida.com/site-map/\)](http://dos.myflorida.com/site-map/)

**Questions or Comments Contact the Department of State**  
**(<http://dos.myflorida.com/elections/contacts/contact-us/>)**

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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**(<http://dos.myflorida.com/elections/contacts/contact-us/>)**

[Communications \(http://dos.myflorida.com/communications/\)](http://dos.myflorida.com/communications/)  
| [Connect \(http://dos.myflorida.com/communications/connect/\)](http://dos.myflorida.com/communications/connect/)

**Florida Department of State**  
**Phone: 1.866.308.6739**

R.A. Gray Building  
500 South Bronough Street,  
Tallahassee, Florida 32399-0250

**OIG 21-003-M**

# **EXHIBIT 21**

## Review Page

### Personal Identification Information

Personal Identification Information in the gray box cannot be changed on the review page.

New Registration

Record Update/Change (e.g., Address, Party Affiliation, Name, Signature)

Request to Replace Voter Information Card

Last Name: [REDACTED]

First Name: [REDACTED]

Middle Name:

### Application Information

Party Affiliation: NPA No Party Affiliation

Email me SAMPLE BALLOTS:

State or Country of Birth: [REDACTED]

Legal Residential Address:

Mailing Address:

Former Address:

County: [REDACTED]

Former Name:

Gender: [REDACTED]

Race/Ethnicity: [REDACTED]

Telephone Number:

I will need assistance with voting

I am interested in becoming a poll worker

I am an active duty Uniformed Services or Merchant Marine member

I am a spouse or a dependent of an active duty Uniformed Services or Merchant Marine member

I am a U.S. citizen residing outside the U.S

### Oath

Check Oath to submit your application.

Oath: I do solemnly swear (or affirm) that I will protect and defend the Constitution of the United States and the Constitution of the State of Florida, that I am qualified to register as an elector under the Constitution and laws of the State of Florida, and that all information provided in this application is true.

Notice: It is a 3rd degree felony to submit false information. Maximum penalties are \$5,000 and/or 5 years in prison.

Edit

Submit

Exit

**OIG 21-003-M**

**EXHIBIT 22**

# 101455231 Sarbone, Louis (Audit)

BRO 101455231

Sarbone, Louis

5457 Wiles RD APT 7-103, Coconut Creek, 33073

Date	Cnty	Operator	Field	New Value	Old Value
10/8/2020 1:15 PM		SPinnock	Abs-Return	225 2020 General Election	Ballot=(031G)11451
9/10/2020 12:53 PM		lwaiters	Abs-Mail	225 2020 General Election	Ballot=(031G)11451
8/25/2020 1:02 PM		ggrant	Comm-Out	Sent a Voter Id Card	Change of Address Sch'd by twashing
8/24/2020 3:36 PM	BRO	twashing	ActyDt	8/24/2020 3:36:45 PM	7/23/2020 12:00:00 AM
8/24/2020 3:36 PM		twashing	Comm-In	Web Change of Address	ResidenceAddressLine1: 5457 Wiles Road Apt # 7-103
8/24/2020 3:36 PM	BRO	twashing	FvrsLCD	08/24/2020 15:36:45:00(RG05)	02/17/2016 11:24:00:00
8/24/2020 3:36 PM	BRO	twashing	pubEmai	lousarbone@gmail.com	
8/24/2020 3:36 PM	BRO	twashing	ResAd	5457 Wiles RD APT 7-103	5327 NW 51st Ct
8/6/2020 10:38 AM	BRO	jwolf	BalCtDt	08/06/2020 9:53:40 AM	01/01/1880 12:00:00 AM
7/23/2020 3:46 PM	BRO	brofab5	ActyDt	7/23/2020 3:46:11 PM	3/17/2020 12:00:00 AM
7/23/2020 3:29 PM		aevans	Abs-Return	224 2020 Primary Election	Ballot=(004D)5876
6/26/2020 11:16 AM		lwaiters	Abs-Mail	224 2020 Primary Election	Ballot=(004D)5876
3/6/2020 3:12 PM	BRO	Brofab5	ActyDt	3/6/2020 3:12:23 PM	3/12/2019 12:00:00 AM
3/6/2020 2:59 PM		MPrieto	Abs-Return	223 2020 Pres Preference Primary	Ballot=(001D)14441
1/24/2020 10:17 AM		lwaiters	Abs-Mail	223 2020 Pres Preference Primary	Ballot=(001D)14441
8/1/2019 1:31 PM		jblazquez	Abs-Request	223 2020 Pres Preference Primary	
8/1/2019 8:06 AM		jblazquez	Abs-Request	224 2020 Primary Election	
7/31/2019 5:10 PM		jblazquez	Abs-Request	225 2020 General Election	
7/5/2019 12:00 AM		brofab5	Comm-In	Scanned Front of Card Img	
2/19/2019 4:23 PM	BRO	brofab5	ActyDt	2/19/2019 4:23:30 PM	11/6/2018 12:00:00 AM

CERTIFIED COPY  
 SUPERVISOR OF ELECTIONS  
 DEPUTY SUPERVISOR

CERTIFICADO DE VOTANTE - VOTER'S CERTIFICATE - SETIFIKA POU MOUN K AP VOTE

YOUR BALLOT MUST BE RECEIVED BY 7 P.M. ELECTION NIGHT. PLACE YOUR BALLOTS IN THE SECRECY SLEEVE AND PLACE THE SLEEVE AND BALLOT INTO THIS ENVELOPE.

SU BOLETA DEBE SER RECIBIDA A MAS TARDAR LAS 7 P.M. LA NOCHE DE LA ELECCION. COLOQUE SU BOLETA EN EL SOBRE DE SEGURIDAD Y COLOQUE EL SOBRE CON LA BOLETA EN ESTE SOBRE.

BILTENVÒT OU A DWE RIVE PA PITA 7 P.M. NAN ASWÈ JOU ELEKSYON AN. METE BILTENVÒT OU NAN ANVLÒP SEKRÈ A, EPI METE ANVLÒP SEKRÈ A AK BILTENVÒT OU NAN ANVLÒP SA.

I, Louis Sarbone do solemnly swear or affirm that I am a qualified and registered voter of Broward County, Florida and that I have not and will not vote more than one ballot in this election. I understand that if I commit or attempt to commit any fraud in connection with voting, vote a fraudulent ballot, or vote more than once in an election, I can be convicted of a felony of the third degree and fined up to \$5,000 and/or imprisoned for up to 5 years. I also understand that failure to sign this CERTIFICATE will invalidate my ballot.

Yo, Louis Sarbone juro o afirmo solemnemente que soy votante inscrito en el Condado de Broward, Florida y que no he votado, ni votaré con más de una balota en estas elecciones. Entiendo que si cometo, o intento de cometer, cualquier fraude en relación con la votación, si voto con una boleta fraudulenta, o si voto más de una vez en unas elecciones, se me puede condenar de un delito de tercer grado y se me puede imponer una multa de hasta \$5,000 y/o se me pueda dar una pena de prisión de hasta 5 años. También entiendo que el no firmar este certificado invalidará mi boleta.

Mwenmenm menm Louis Sarbone sòmannt epi sètifye mwen kalifye epi anrejistre pou mwen vote nan eleksyon konte Broward, Florida e m p ap p ap gen plis pase yon bilten vòt nan eleksyon sa a. Mwen rekonèt ke si m komèt oubiyèn eseyò komèt nenpòt krim nan vòt la, vote yon bilten vòt ki bay manti, oubyen vote plis ke yon grenn fwa, mwen ka koupab yon krim nan twazyèm degre e m ka gen pou peye yon amann ki ka jis nan \$5,000 epi oubyen mwen ka pran prizon pandan 5 ane. Mwen konprann tou ke si m pa silyen SETIFIKA sa a bilten vòt mwen p ap valab.

THIS INFORMATION IS OPTIONAL. E-mail Address, Home#, Mobile#

YOU MUST SIGN BELOW

Signature of Voter/Firma del Votante/Siyaff moun k ap vote is. Date/Fecha/Dat jodya. 2 12 2021

The Canvassing Board CANNOT count this ballot without the voter's signature. La Junta Inspectora NO PUEDE contar esta balota sin la firma del votante. Anplwaye ki sètifye rezilta yo PA KAPAB konte bilten vòt sa a si moun k ap vote a pa silyen li.

228 Louis Sarbone 2280020011587

F010

CERTIFIED COPY SUPERVISOR OF ELECTIONS DEPUTY SUPERVISOR

YOUR BALLOT MUST BE RECEIVED BY 7 P.M.  
ELECTION NIGHT. PLACE YOUR BALLOTS IN THE  
SECURITY SLEEVE AND PLACE THE SLEEVE AND  
BALLOT INTO THIS ENVELOPE.

SU BOLETA DEBE SER RECIBIDA A MAS TARDAR  
LAS 7 P.M. LA NOCHE DE LA ELECCION.  
COLOQUE SU BOLETA EN EL SOBRE DE  
SEGURIDAD Y COLOQUE EL SOBRE CON LA  
BOLETA EN ESTE SOBRE.

BILTENVÒT OU A DWE RIVE PA PITA 7 P.M.  
NAN ASWÈ JOU ELEKSYON AN. METE BILTENVÒT OU  
NAN ANVLÒP SEKRÈ A, EPI METE ANVLÒP SEKRÈ A  
AK BILTENVÒT OU NAN ANVLÒP SA.

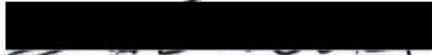
I, \_\_\_\_\_ do solemnly swear or affirm that I am a qualified and registered voter of Broward County, Florida and that I have not and will not vote more than one ballot in this election. I understand that if I commit or attempt to commit any fraud in connection with voting, vote a fraudulent ballot, or vote more than once in an election, I can be convicted of a felony of the third degree and fined up to \$5,000 and/or imprisoned for up to 5 years. I also understand that failure to sign this CERTIFICATE will invalidate my ballot.

Yo, \_\_\_\_\_ juro o afirmo solemnemente que soy votante inscrito en el Condado de Broward, Florida y que no he votado, ni votaré por más de una balota en estas elecciones. Entiendo que si cometo, o intento de cometer, cualquier fraude en relación con la votación, si voto con una boleta fraudulenta, o si voto más de una vez en unas elecciones, se me puede condenar de un delito de tercer grado y se me puede imponer una multa de hasta \$5,000 y/o se me puede dar una pena de prisión de hasta 5 años. También entiendo que el no firmar este certificado invalidará mi boleta.

Mwenmenm menm \_\_\_\_\_ sèmannta opri sètitye mwen kalifye epi anrejistre pou mwen vote nan eleksyon konte Broward, Florida e m p'ap e p ap gen plis pase yon bilten vòt nan eleksyon sa a. Mwen rekonèt ke si m komèt oubyen eseye komèt nenpòt krim nan vòt la, vote yon bilten vòt ki bay manti, oubyen vote plis ke yon grenn fwa, mwen ka koupab yon krim nan twazyèm degre e m ka gen pou peye yon amann ki ka jis nan \$5,000 epi/ oubyen mwen ka pran prizon pandan 5 ane. Mwen konprann tou ke si m pa siyen SÈTIFIKA sa a bilten vòt mwen p ap valab.

THIS INFORMATION IS OPTIONAL	→ E-mail Address _____
	→ Home# _____
	→ Mobile# _____

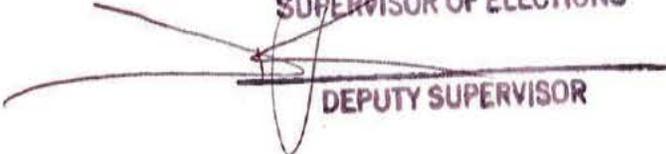
**! YOU MUST SIGN BELOW !**

<input checked="" type="checkbox"/>	
Signature of Voter/Firma del Votante/Siyati moun k ap vote is	
<input type="checkbox"/>	10 10/12020
	Date/Fecha/Dat Jodya

The Canvassing Board **CANNOT** count this ballot without the voter's signature.  
La Junta Inspectora **NO PUEDE** contar esta balota sin la firma del votante.  
Anplwaye ki sètitye rezilta yo **PA KAPAB** konte bilten vòt sa a si moun k ap vote a pa siyen li.

2020 General Election

**CERTIFIED COPY**  
**SUPERVISOR OF ELECTIONS**

  
**DEPUTY SUPERVISOR**

**OIG 21-003-M**

**COMPOSITE  
EXHIBIT 23**

CERTIFICADO DE VOTANTE - VOTER'S CERTIFICATE - SETIFIKA POU MOUN K AP VOTE

YOUR BALLOT MUST BE RECEIVED BY 7 P.M. ELECTION NIGHT. PLACE YOUR BALLOTS IN THE SECRECY SLEEVE AND PLACE THE SLEEVE AND BALLOT INTO THIS ENVELOPE.

SU BOLETA DEBE SER RECIBIDA A MAS TARDAR LAS 7 P.M. LA NOCHE DE LA ELECCION. COLOQUE SU BOLETA EN EL SOBRE DE SEGURIDAD Y COLOQUE EL SOBRE CON LA BOLETA EN ESTE SOBRE.

BILTENVÒT OU A DWE RIVE PA PITA 7 P.M. NAN ASWÈ JOU ELEKSYON AN. METE BILTENVÒT OU NAN ANVLÒP SEKRÈ A, EPI METE ANVLÒP SEKRÈ A AK BILTENVÒT OU NAN ANVLÒP SA.

I, Louis Sarbone do solemnly swear or affirm that I am a qualified and registered voter of Broward County, Florida and that I have not and will not vote more than one ballot in this election. I understand that if I commit or attempt to commit any fraud in connection with voting, vote a fraudulent ballot, or vote more than once in an election, I can be convicted of a felony of the third degree and fined up to \$5,000 and/or imprisoned for up to 5 years. I also understand that failure to sign this CERTIFICATE will invalidate my ballot.

Yo, Louis Sarbone juro o afirmo solemnemente que soy votante inscrito en el Condado de Broward, Florida y que no he votado, ni votaré con más de una balota en estas elecciones. Entiendo que si cometo, o intento de cometer, cualquier fraude en relación con la votación, si voto con una boleta fraudulenta, o si voto más de una vez en unas elecciones, se me puede condenar de un delito de tercer grado y se me puede imponer una multa de hasta \$5,000 y/o se me puede dar una pena de prisión de hasta 5 años. También entiendo que el no firmar este certificado invalidará mi boleta.

Mwenmenm menm Louis Sarbone sòmannt epi sòtifye mwen kalifye epi anrejistre pou mwen vote nan eleksyon konte Broward, Florida e m p ap e p ap gen plis pase yon bilten vòt nan eleksyon sa a. Mwen rekòntè ke si m komèt oubyen esoy komèt nenpòt krim nan vòt la, vote yon bilten vòt ki bay manti, oubyen vote plis ke yon grenn fwa, mwen ka koupab yon krim nan twazyèm degre e m ka gen pou peye yon amann ki ka jis nan \$5,000 epi/oubyen mwen ka pran prizon pandan 5 ane. Mwen konprann tou ke si m pa siyen SETIFIKA sa a bilten vòt mwen p ap valab.

THIS INFORMATION IS OPTIONAL. E-mail Address, Home#, Mobile#

YOU MUST SIGN BELOW

Signature of Voter/Firma del Votante/Siyati moun k ap vote: [Signature] Date/Fecha/Dat jodya: 2/12/2021

The Canvassing Board CANNOT count this ballot without the voter's signature. La Junta Inspectora NO PUEDE contar esta balota sin la firma del votante. Anplwaye ki sòtifye rezilta yo PA KAPAB konte bilten vòt sa a si moun k ap vote a pa siyen li.

228 926 Louis Sarbone 2280020011587

F010

CERTIFIED COPY SUPERVISOR OF ELECTIONS DEPUTY SUPERVISOR

**YOUR BALLOT MUST BE RECEIVED BY 7 P.M.  
ELECTION NIGHT. PLACE YOUR BALLOTS IN THE  
SECRECY SLEEVE AND PLACE THE SLEEVE AND  
BALLOT INTO THIS ENVELOPE.**

**SU BOLETA DEBE SER RECIBIDA A MAS TARDAR  
LAS 7 P.M. LA NOCHE DE LA ELECCION.  
COLOQUE SU BOLETA EN EL SOBRE DE  
SEGURIDAD Y COLOQUE EL SOBRE CON LA  
BOLETA EN ESTE SOBRE.**

**BILTENVÒT OU A DWE RIVE PA PITA 7 P.M.  
NAN ASWÈ JOU ELEKSYON AN. METE BILTENVÒT OU  
NAN ANVLÒP SEKRÈ A, EPI METE ANVLÒP SEKRÈ A  
AK BILTENVÒT OU NAN ANVLÒP SA.**

I, \_\_\_\_\_ do solemnly swear or affirm that I am a qualified and registered voter of Broward County, Florida and that I have not and will not vote more than one ballot in this election. I understand that if I commit or attempt to commit any fraud in connection with voting, vote a fraudulent ballot, or vote more than once in an election, I can be convicted of a felony of the third degree and fined up to \$5,000 and/or imprisoned for up to 5 years. I also understand that failure to sign this CERTIFICATE will invalidate my ballot.

Yo, \_\_\_\_\_ juro o afirmo solemnemente que soy votante inscrito en el Condado de Broward, Florida y que no he votado, ni votaré con más de una balota en estas elecciones. Entiendo que si cometo, o intento de cometer, cualquier fraude en relación con la votación, si voto con una boleta fraudulenta, o si voto más de una vez en unas elecciones, se me puede condenar de un delito de tercer grado y se me puede imponer una multa de hasta \$5,000 y/o se me puede dar una pena de prisión de hasta 5 años. También entiendo que el no firmar este certificado invalidará mi boleta.

Mwenmenm menm \_\_\_\_\_ sèmannto epi sètifika mwen kalifye epi anrejistre pou mwen vote nan eleksyon konte Broward, Florida e m p'ap e p ap gen plis pase yon bilten vòt nan eleksyon sa a. Mwen rekonèt ke si m komèt oubyen eseye komèt nenpòt krim nan vòt la, vote yon bilten vòt kibaymannt, oubyen vote plis ke yon grenn fwa, mwen ka koupab yon krim nan twazyèm degre e m ka gen pou peye yon amann ki ka jis nan \$5,000 epi oubyen mwen ka pran prizon pandan 5 ane. Mwen konprann tou ke si m pa siyen SÈTIFIKA sa a bilten vòt mwen p ap valab.

THIS INFORMATION IS OPTIONAL

→ E-mail Address \_\_\_\_\_

→ Home# \_\_\_\_\_

→ Mobile# \_\_\_\_\_

**↓ YOU MUST SIGN BELOW ↓**

**X** \_\_\_\_\_

Signature of Voter/Firma del Votante/Siyati moun k ap vote is

10 10/1/2020

Date/Fecha/Dat Jodya

The Canvassing Board **CANNOT** count this ballot without the voter's signature.  
La Junta Inspectora **NO PUEDE** contar esta balota sin la firma del votante.  
Anplwaye ki sètifika rezilta yo **PA KAPAB** konte bilten vòt sa a si moun k ap vote a pa siyen li.

2020 General Election

**CERTIFIED COPY  
SUPERVISOR OF ELECTIONS**

**DEPUTY SUPERVISOR**

**OIG 21-003-M**

# **EXHIBIT 24**

**From:** [Lopez, Yvonne](#)  
**To:** [Pyburn, Terrill](#); [Brooks, Karen](#)  
**Subject:** Fwd: Media Inquiry - CoconutCreekNews.net  
**Date:** Sunday, February 28, 2021 1:51:38 PM

---

See below.

Begin forwarded message:

**From:** "Brooks, Karen" <KBrooks@coconutcreek.net>  
**Date:** February 28, 2021 at 12:56:29 PM EST  
**To:** CITY COMMISSION <COMMISSION@coconutcreek.net>  
**Cc:** "Pyburn, Terrill" <TPyburn@coconutcreek.net>, "Rose, Sheila" <SRose@coconutcreek.net>, "Lopez, Yvonne" <YLopez@coconutcreek.net>  
**Subject:** Fwd: Media Inquiry - CoconutCreekNews.net

Commissioners,  
Please find below the City's response to Mitch's inquiry. We do not see there is any issue here.

Thanks,  
Karen

Sent from my iPhone

Begin forwarded message:

**From:** "Pyburn, Terrill" <TPyburn@coconutcreek.net>  
**Date:** February 28, 2021 at 12:24:32 PM EST  
**To:** "Sarbone, Lou" <LSarbone@coconutcreek.net>, "Brooks, Karen" <KBrooks@coconutcreek.net>  
**Subject:** Fwd: Media Inquiry - CoconutCreekNews.net

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---

**From:** Lopez, Yvonne <YLopez@coconutcreek.net>  
**Sent:** Sunday, February 28, 2021 12:05 PM  
**To:** Pyburn, Terrill  
**Subject:** Fwd: Media Inquiry - CoconutCreekNews.net

Begin forwarded message:

**From:** "Lopez, Yvonne" <YLopez@coconutcreek.net>  
**Date:** February 28, 2021 at 12:05:27 PM EST  
**To:** "margatenews@bellsouth.net" <margatenews@bellsouth.net>  
**Subject:** Fwd: Media Inquiry - CoconutCreekNews.net

Good afternoon Mitch,

Mayor Sarbone satisfies the residency requirements for Commission seat D under the City's Charter.

Mayor Sarbone sold his Winston Park home in July 2020 to downsize to a rental in Coconut Creek called Solaire Apartments. He also has properties in Fort Meyers and North Carolina. His wife recently applied for homestead exemption in Lee County. Mayor Sarbone was placed on the deed at the time of property purchase.

He has been a Coconut Creek resident since 1989 and continues to be.

If you have further questions, let's touch base tomorrow.

Enjoy your Sunday.

Begin forwarded message:

**From:** "Pyburn, Terrill" <TPyburn@coconutcreek.net>  
**Date:** February 28, 2021 at 11:50:07 AM EST  
**To:** "Lopez, Yvonne" <YLopez@coconutcreek.net>  
**Subject:** FW: Media Inquiry -  
CoconutCreekNews.net

[Please respond.](#)

---

**From:** Margate News.net <margatenews@bellsouth.net>  
**Sent:** Sunday, February 28, 2021 6:20 AM  
**To:** Pyburn, Terrill <TPyburn@coconutcreek.net>  
**Subject:** Media Inquiry - CoconutCreekNews.net

Terrill, what is the procedure for the City of Coconut Creek

when a city commissioner no long calls the City a primary domicile? Are you compelled to act on that? If so, how?

Thanks for your time and consideration,

**Mitchell Pellecchia**

Editor

***The Cassius Group, Inc.***

954-729-6164

*MargateNews.net*

*CoconutCreekNews.net*

*NorthLauderdaleNews.net*

*ParklandNews.net*

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**OIG 21-003-M**

# **EXHIBIT 25**

## Suarez, Gil

---

**From:** Pyburn, Terrill <TPyburn@coconutcreek.net>  
**Sent:** Monday, March 29, 2021 1:56 PM  
**To:** Grant-Campbell, Darnette; Brooks, Karen  
**Cc:** Bowers, Marianne; Public Records  
**Subject:** RE: PRR#21- 445 Records request - OIG  
**Attachments:** Additional Questions from Mitch Pellachia re Media Inquiry - CoconutCreekNews.net 3.1.21.pdf; Email from Yvonne Lopez with response to records re\_ Media Inquiry - CoconutCreekNews.net 3.2.21.pdf; Louis Sarbone Voter Card.jpg; PRR# 21-362 - Mitch Pellecchia Margate News - Address Change for Lou Sarbone 03.01.21.pdf; Sarbone Solaire History.pdf; Sarbone Solaire Lease.pdf

Hi Darnette,

I would like to review the draft response and all documents before they go out on this. I have attached documents that were provided in response to Mitch Pellechia's recent records request on the same subject, all of which are responsive to #1 of this request.

Further, it is worth noting the following:

1. I have not provided Lou Sarbone or any commissioner with any legal opinion regarding the City's residency requirements for elected officials.
2. I spoke to Lou Sarbone and confirmed that he has not provided any legal opinions to the City regarding his residency or the City's residency requirements for elected officials.

Please let me know if you have any questions.

Thank you.

Terrill

**Terrill C. Pyburn,**  
City Attorney

Florida Bar Board Certified City,  
County, and Local Government Attorney



4800 W. Copans Road  
Coconut Creek, FL 33063  
954-956-1598 Direct Line  
[tpyburn@coconutcreek.net](mailto:tpyburn@coconutcreek.net)

Please consider the environment before printing this email. Thank you.

---

**From:** Grant-Campbell, Darnette <DGrant@coconutcreek.net>  
**Sent:** Monday, March 29, 2021 1:45 PM  
**To:** Pyburn, Terrill <TPyburn@coconutcreek.net>; Brooks, Karen <KBrooks@coconutcreek.net>  
**Cc:** Bowers, Marianne <MBowers@coconutcreek.net>; Public Records <PublicRecords@coconutcreek.net>  
**Subject:** FW: PRR#21- 445 Records request - OIG

Good Afternoon,

Please see the attached public records request from the Broward County Inspector General for information as it relates to Lou Sarbone. I have forwarded the request to the responsive departments and I am awaiting their response.

Feel free to contact me with any questions.

Kind Regards,

**Darnette Grant, FCRM**

Records Specialist



4800 W. Copans Road

Coconut Creek, FL 33063

954-956-1448

954-973-6794 fax

[www.coconutcreek.net](http://www.coconutcreek.net)

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**From:** Suarez, Gil <[GSUAREZ@broward.org](mailto:GSUAREZ@broward.org)>

**Sent:** Monday, March 29, 2021 12:37 PM

**To:** Public Records <[PublicRecords@coconutcreek.net](mailto:PublicRecords@coconutcreek.net)>

**Subject:** Records request - OIG

Good afternoon, see attached request for records. Should you need further assistance, feel free to contact me by email or by phone - listed below.

Thank you,



*Gil Suarez, Special Agent*

**Broward Office of the Inspector General**

**One North University Drive, Suite 111**

**Plantation, Florida 33324**

Phone: 954-357-7883

Fax: 954-357-7857

[www.browardig.org](http://www.browardig.org)

**REPORT FRAUD  
954-357-TIPS**

*Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.*



**Please consider the environment before printing this e-mail!**

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Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

**OIG 21-003-M**

# **APPENDIX A**



**KAREN M. BROOKS**  
CITY MANAGER

May 19, 2022

Mr. John W. Scott  
Inspector General  
Broward Office of the Inspector General  
One North University Drive  
Suite 111  
Plantation, FL 33324

Subject: City of Coconut Creek's Response to OIG Preliminary Report No. OIG  
21-003-M

Dear Mr. Scott:

The City of Coconut Creek ("City") has reviewed the Broward Office of Inspector General's Preliminary Report No. OIG 21-003-M, dated April 22, 2022, (the "OIG Report") and hereby provides this response in accordance with Section 10.01 (D)(2)(a) of the Broward County Charter.

### Overview

The City takes Florida's Public Records Law very seriously and strives to be as open and transparent as possible. The OIG Report stated that "while we did not find any misconduct on the part of the City, we observed issues of concern in the City's handling of a media inquiry..."<sup>1</sup> The OIG Report also expressed concerns with the City's provision of an un-redacted record to the Editor of the Coconut Creek News.net, yet the City's actions were consistent with its policies and past practices in handling Media Inquiries as explained below. Further, the City provided all records that it had in its possession knowing that Florida Courts construe the Public Records Law liberally in favor of openness with any doubt resolved in favor of disclosing the documents and former Commissioner Lou Sarbone gave consent to release the un-redacted document at issue in this investigation (a driver's license).

The City relied in good faith on the information that it had access to in responding to the Media Inquiries referenced in the OIG Report. The City had a copy of a long-term lease, driver's license, voter's registration card, and change of address form from former

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<sup>1</sup> See OIG Report at 5.

Commissioner Lou Sarbone. All of these items reflected that former Commissioner Lou Sarbone's home address was within District D in the City of Coconut Creek at all times. The City did not have access to some of the records upon which the Office of the Inspector General relied as referenced in the OIG Report and explained further below.

The City is using the OIG Report as an opportunity to review and update the City's Policies on Media Inquiries and Public Records Requests to clarify employee responsibilities for responding to Media Inquiries and Records Requests, and to add guidance for addressing potentially exempt information and safeguards for protecting confidential information and commits to review them periodically as needed going forward. The City will also be providing a mandatory training of Florida Public Records Law for all City employees focusing on the process of responding to records requests, required redactions, and the relative responsibilities of all employees in responding to public records requests as further outlined at the end of this Response.

A. City's Responses to the CoconutCreekNews.net Media Inquiries/Public Records Requests

1. February 28, 2021 CoconutCreekNews.net Media Inquiry.

On Sunday, February 28, 2021, CoconutCreekNews.net editor Mitch Pellecchia, sent an email to the City Attorney at 6:30 a.m. asking "What is the procedure for the City of Coconut Creek when a City Commissioner no longer calls the City a primary domicile? Are you compelled to act on that? If so, how?" ("February 28, 2021 Email").

The City is required to provide records responsive to such requests but is not required either to provide information from records or to create new records in response to a request.<sup>2</sup> The City recognizes from experience, however, that if responses are not provided to the media, then often misleading stories are created without any input from the City. In this instance, the City Attorney forwarded the February 28, 2021 email to the Community Relations Director in accordance with the City's Policy regarding Public Information/Media Relations. See Administrative Order Number C-04, attached as Exhibit 1. In fact, the City's Community Relations Director is known by Commissioners and City staff alike to be the main point of contact between the City and the Media. The only exception is that the City's Police and Fire Departments have a separate individual Public Information Officer responsible for responding to Police and Fire-related media inquiries. None the less, before the City could even respond to the subject Media Inquiry, CoconutCreekNews.net published an article, titled, "Will Sarbone Cost Creek Taxpayers Thousands of Dollars for A Special Election?"

2. Records Responsive to February 28, 2021 CoconutCreekNews.net Media Inquiry

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<sup>2</sup> See, AGO 92-38 Cf. *In re Report of the Supreme Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002) (the custodian of Judicial records "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request").

As noted in the OIG Report, within thirty (30) minutes of the City's response to the February 28, 2021 Media Inquiry, the editor of CoconutCreekNews.net requested several records from the City pertaining to former Commissioner Lou Sarbone, including the following:

- a. official record indicating date of driver's license change.
- b. official record indicating date of voter's registration card change.
- c. official record indicating change of postal address to Solaire Apartments.
- d. signed lease for Solaire Apartments.
- e. canceled check to indicate that rent was paid at Solaire Apartments.<sup>3</sup>

This information was provided to the editor of CoconutCreekNews.net the next day (Monday, March 1, 2021) because the City strives to be as transparent as possible. Further, once former Commissioner Sarbone provided the requested documents to the City, the City's Community Relations Director responded to the media inquiry, as is typical for the Community Relations Director to do, with all of the responsive documents that the City had in its possession.

### 3. Monday, March 1, 2021 City Website Posting

In an attempt to be as open and transparent as possible and to avoid further speculation and rumors, the Community Relations Director posted "Facts About Mayor Sarbone's Residency" on the City's website based on the information that the City had in its possession at that time. This approach was consistent with previous issues where the City has posted facts about various other subjects on the City's website in order to dispel rumors, including, but not limited to, "Fact Sheet for Fire," "Fact Sheet for Recycling," and "Fact Sheet for Dispatch." The entire response was handled according to the City's typical process in such situations.

### 4. Additional Records Responsive to February 28, 2021 CoconutCreekNews.net Media Inquiry

On Tuesday, March 2, 2021 the OIG Report points out that the Community Relations Director forwarded additional documents to the CoconutCreekNews.net News Editor after his pointing out that he had not received all of the documents that he requested on February 28, 2021. The City often provides records as the City compiles them and reviews and redacts them. Sometimes those records are not all provided on the same day as lengthier records take some time to obtain, review and redact. City staff has indicated that the lease was one of those records.

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<sup>3</sup> See OIG Report at 7.

B. The City Complied with the Public Records Act in Providing Documents Responsive to the CoconutCreekNews.net Media Inquiry/Records Request(s)

The OIG Report alleges that the City released confidential data contrary to the Driver Privacy Protection Act (18 U.S.C. §2721), however, former Commissioner Sarbone gave his consent to the City's Community Relations Director to release the copy of his driver's license without redaction.<sup>4</sup> Further, while the February 28, 2021 Media Inquiry resulted in the request of records that were not initially in the City's possession, former Commissioner Sarbone provided the records willingly and voluntarily and as such, the City provided them knowing that Florida Courts construe the Public Records Law "liberally in favor of openness, and all exemptions from disclosure are to be construed narrowly and limited to their designated purpose."<sup>5</sup> If there is any doubt as to the application of the law in a particular case, the doubt is resolved in favor of disclosing the documents.<sup>6</sup> Therefore, City staff believed that it had an obligation to provide the records once they were in the City's possession and the records were released in a form acceptable to Commissioner Sarbone, however, the City is taking actions to strengthen its internal controls regarding public records request processing as further outlined at the end of this Response.

C. The City Acted in Good Faith in Providing a Response to the CoconutCreekNews.net Media Inquiry Based on Information It Had Access To

1. The City Relied in Good Faith on the Information It Had Access to in Responding to the February 28, 2021 CoconutCreekNews.net Media Inquiry.

The City will leave the response to the allegations of former Commissioner Sarbone's misconduct to him and his personal attorney, however, it is worth noting at all times material to this investigation, former Commissioner Sarbone had indicated that his wife filed for homestead while he had a residence at Solaire Apartments located within District D within the City of Coconut Creek as was evidenced by the apartment lease, driver's license, voter's registration card, and change of address form provided to the City's Human Resources Department.<sup>7</sup>

In Op. Div. Elect. Fla. 16-01 ("DE16-01"), the Department of Elections stated in responding to a question regarding whether or not an individual was eligible to vote in Putnam County, that,

"when the voter registration applicant takes the oath upon registering, that voter is solemnly declaring that he or she is a 'legal resident' of the County...The applicant ultimately must determine for himself whether he can truthfully declare that he

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<sup>4</sup> See OIG Report at 21.

<sup>5</sup> See *City of Riviera Beach v. Barfield*, 642 So.2d 1135 (Fla. 4<sup>th</sup> DCA 1994).

<sup>6</sup> See *Dade Aviation v. Knight Ridder, Inc.*, 800 So.2d 302 (Fla. 3d DCA 2001).

<sup>7</sup> See OIG Report Exhibit 4.

is a legal resident” of Putnam County (in lieu of any other County) at the time he subscribes to the voter registration oath contained in Section 97.051, Fla. Stat. Such declaration must be based upon his good faith intention to be a resident of Putnam County, and based upon his overt actions that demonstrate that intent (such as being involved in the community, owning a home in Putnam County for 30 years, and taking other actions showing that Putnam County is legitimately his home). His claim of homestead exemption in another county, alone, is not dispositive in the other direction.”<sup>8</sup>

Based on the information that the City had access to at the time of the February 28, 2021 media inquiry, it appeared that former Commissioner Sarbone, who had been involved in the community for over 20 years and had lived in Coconut Creek in District D since 1989, first owning a home there until 2020 and then renting an apartment there from 2020 forward, with his driver’s license and voter’s registration reflecting his Coconut Creek address, as did his change of address form with the City, intended to be a resident of Coconut Creek.<sup>9</sup> This is all very similar to the facts of the Putnam County resident referenced in DE 16-01. It is worth noting that the City did not have access to, nor would it have had the ability to obtain former Commissioner Sarbone’s Sunpass transponder or his vehicle registration records, upon which the OIG’s Office so heavily relies.<sup>10</sup>

Further, *Walker v Harris*<sup>11</sup>, which is referenced in DE 16-01 is very instructional in this case. In *Walker* a woman appealed from a finding from the Palm Beach County Circuit Court that had determined that the woman failed to establish legal residence in an east borough of the City [of Belle Glade] and was therefore unqualified for the election to the City Commission, but, the appellate court, held that:

“(1) the trial court findings that rent had not been paid for the first rental period and that the woman used the house only as mail drop were not supported by substantial evidence, and (2) trial court findings that first rental check introduced into evidence was dated after the end of the first rental period, that woman utilized joint checking account with her mother, and that the woman failed to notify Department of Motor Vehicles of her change of address did not constitute substantial evidence sufficient to justify the Court’s ultimate conclusions that woman failed to establish legal residence in the east borough and was therefore unqualified for election for City Commission.”

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<sup>8</sup> DE 16-01.

<sup>9</sup> See OIG Report Exhibit 4.

<sup>10</sup> See OIG Report at 9, footnote 13 noting, “The ability to use or release DAVID records is limited by law.”

<sup>11</sup> 398 So.2d 955 (Fla. 4th DCA 1981).

The Court in *Walker* cited to another election case, *Bloomfield v. City of St. Petersburg*,<sup>12</sup> which held: “(W)here a good faith intention is coupled with an actual removal evidenced by positive overt acts, then the change of residence is accomplished and becomes effective. This is so because legal residence consists of the concurrence of both fact and intention. The bona fides of the intention is a highly significant factor”.<sup>13</sup> Furthermore, the Court in *Walker* stated, “our courts have consistently recognized that an individual’s intent is a subjective factor and, therefore, ‘the best proof of one’s domicile is where he says it is.’”<sup>14</sup> This was further evidenced by the fact that former Commissioner Sarbone had a long-term lease within District D of Coconut Creek for which he paid rent and received mail and he provided copies of these items to the City.

City staff and the public were all aware that the CoconutCreekNews.net Editor had already filed a complaint with the Office of the Inspector General because he included a copy of his complaint in his article entitled “Editor of CoconutCreekNews.net Files OIG Complaint Against Mayor Lou Sarbone,” attached as Exhibit 2. In the court of public opinion the City and former Commissioner Sarbone had already been judged. For the City Commission to launch an investigation against one of its own Commissioners requires a public hearing per Section 306 of the City’s Charter, which seemed to be moot given that the Office of the Inspector General that had the power to subpoena documents was already investigating this matter.

2. There is a conflict within the City’s Charter itself.

Section 301.a. of the City’s Charter provides,

“Section 301. – Composition; Eligibility; Election and Terms of Office

- a. *Composition.* There shall be a City Commission of five (5) members, one member elected from each of the five (5) districts within the City. Each candidate for Commissioner shall be elected at large and shall be a resident of and primarily domiciled at the time of filing in the district in which he/she has filed his/her candidacy. Each candidate shall execute and deliver to the City Clerk an affidavit of primary domicile at the time of filing his/her candidacy. Each candidate shall also provide two (2) proofs of identification showing the candidate’s address of domicile, one being a Florida Driver’s License or Florida Identification Card, plus an electric bill or water bill, or other evidence of address. Each Commissioner shall at all times remain primarily domiciled in the district in which he/she is elected.”

While Section 305. provides,

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<sup>12</sup> 82 So.2d 364 (Fla. 1955).

<sup>13</sup> Walker at 958.

<sup>14</sup> Walker at 958.

“Section 305. – Vacancies; Forfeiture of Office; Filling of Vacancies

- a. *Vacancies.* The office of Commissioner shall become vacant upon his/her death, resignation, removal from office in any manner authorized by law or forfeiture of his/her office.
- b. *Forfeiture of Office.* A Commissioner shall forfeit his/her office if he/she (1) lacks at any time during his/her term of office any qualification of the office prescribed by this Charter or by law, (2) violates any express prohibition of this Charter, (3) is convicted of a felony, (4) fails to attend three (3) consecutive regular meetings of the Commission without being officially excused by the Commission, or (5) fails to remain a resident of the district from which elected for the entire term of office.”

Section 301.a. references *residence and primary domicile* at the time of filing and *remain primarily domiciled* while Section 305.b. merely requires one to *remain a resident* of their district.

D. City Actions to Strengthen Internal Controls for Media Inquiries/Public Records Requests/Processing

The City is taking the following actions to strengthen the City’s internal controls for processing Media Inquiries/Public Records Requests:

1. Updates to City Policies.

The City is in the process of updating its written administrative Public Information/Media Relations Policy, Administrative Order Number C-04 (Exhibit 1) and Public Records Requests Policy, Administrative Order Number G-21 (attached as Exhibit 3), (collectively the “Policies”) to clarify employee responsibilities for responding to media inquiries and records requests, and to add guidance for addressing potentially exempt information and safeguards for protecting confidential information. The Policies will be updated to include the additional measures described below.

2. New Mandatory Public Records Trainings.

Currently, the City Attorney’s Office provides an in-depth annual training in public records to the City Commission and all advisory board members, while the City Clerk’s Office coordinates a yearly public records training for Records Liaisons and new employees. The City Clerk’s Office also coordinates an annual records disposition training with all employees. The City will now mandate an in-depth training of Florida’s Public Records Law for all City employees focusing on the process of responding to records requests, required redactions, and the relative responsibilities of City Directors, Supervisors, and employees for responding to

public records requests received by and/or routed to their Department. This mandatory training will be provided within the next ninety (90) days.

The City is now also mandating an additional annual training for all applicable employees to ensure they know and understand what is required when responding to records requests. The City will also cover expectations regarding handling of media inquiries in these trainings and when they cross over into public records requests.

3. Public Record Exemption Summary Sheet.

Some years ago, the City Attorney's Office coordinated with the City Clerk's Office to create a comprehensive Public Records Exemption Summary Sheet that includes the Public Records Law exemptions and confidentiality provisions that are relevant to City records. The Summary Sheet was previously accessible to Department Records Liaisons only. The City will ensure the Summary Sheet is accessible to all employees on the City's internal website Coconet. The Summary Sheet will also be referenced in the above-mentioned trainings and will be provided to all Department Directors and Administrative Assistants so that every department will have access to it for a quick reference guide for employees working on public records requests.

4. Periodic Review of the City's Policies for updates as needed.

The City is committed to reviewing its Administrative Orders (Policies) on Public Records Requests and Public Information/Media Relations periodically for potential updates that may be necessary due to changes in applicable law and for technical or practical process improvements.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Karen M. Brooks  
City Manager

cc: Mayor and City Commission, City of Coconut Creek  
Terrill C. Pyburn, City Attorney  
Yvonne Lopez, Director of Community Relations

## EXHIBIT 1

### ADMINISTRATIVE ORDER

**SUBJECT:** PUBLIC INFORMATION/MEDIA  
RELATIONS

**NUMBER** C-04

- I. **PURPOSE:** The public perception of the City by residents and those living outside Coconut Creek is due in no small part as to what is reported in the local media. Our relationship with the press is a vital key in shaping the City's image. We wish to be known to the community as an open, accommodating, and responsive organization. When the media contacts us, it is an opportunity to tell the City's side of the story. We must be as prompt, efficient, and accurate as possible in communicating information to the media.
- II. **DESCRIPTION:**
1. "Media Liaison" shall refer to an individual empowered to act as spokesperson for his/her department.
  2. "Incident" shall refer to any occurrence which is not predicable or involves an event which resulted in contacts by the press for additional information.
- III. **ACTION:**
1. The Public Information Officer (PIO), under the direction of the Assistant City Manager, is hereby designated as the City's head Media Liaison.
  2. For Citywide issues, the PIO is the primary spokesperson.
  3. All press conferences are coordinated by the PIO or his/her designee under the direction of the Assistant City Manager.
  4. For incidents relating to specific departments, each department must have two (2) designated spokespeople the media may be referred to: a primary (the Department Head), and a backup designated by the primary if the primary is not available. If another employee, regardless of rank, is the best person to answer specific questions, the Department spokesperson or PIO may refer the reporter to that employee. The PIO will coordinate with the employee's supervisor and the Department Head.

5. If staff members (spokespeople or employees) are contacted independently by a reporter for any reason, **the PIO must be notified** – regardless if an interview occurred.
6. No employee may speak to the media without the prior clearance from the Department Head and PIO.
7. Employees will be held responsible for what he/she says to the media. Therefore, media inquiries should be forwarded to the PIO.
8. Any media news release issued by any City Department must be copied to the PIO no later than the day prior to the release. The PIO is also available to review or prepare any future media releases requested by any City Department.
9. The PIO will maintain a master press list of local media contacts. Any department requiring updates may obtain them through the PIO.
10. Nobody is required to speak with the media if they are uncomfortable doing so.
11. The PIO is available upon request to attend any interview between a reporter/editor and members of staff.
12. All press clippings are maintained on file with the City Clerk's Office.

### **Sensitive/Controversial Incidents**

Frequently, the media will contact the City for information regarding non-controversial, day-to-day inquiries. However, sensitive and/or controversial issues may occasionally arise.

1. The City Manager, Deputy City Manager, Assistant City Manager, appropriate Department Head, and the PIO must be notified immediately of any inquiries from the news media regarding anything of a controversial nature. City staff should also be watchful during their routine duties of potentially sensitive/controversial issues that may arise and could interest the media.

2. When this occurs, staff should inform the appropriate Department Head and the PIO as soon as possible.
3. The Department Head and the PIO will then consult with the City Manager and/or Deputy City Manager.
4. Staff members who are not sure if an item is "media attractive" or controversial, should contact the PIO or Department spokesperson for consultation.
5. The PIO must be kept informed by the appropriate Department Head as developments regarding the situation occur, in order to adequately prepare public information strategies to handle the issue.

IV. **REVOCATION:** None

V. **EFFECTIVE:** November 1, 2005

AUTHORIZED: \_\_\_\_\_

  
JOHN P. KELLY  
City Manager

**LETTERHEAD**

Press Release

(Date)

Contact: (Name)  
(Phone No.)

or

(Name)  
(Phone No.)

**FOR IMMEDIATE RELEASE**

or

RELEASE ON \_\_\_\_\_  
(date)

**HEAD LINE IS CENTERED IN BOLD PRINT**

(Coconut Creek, Florida)---your story should begin here and should be double spaced...

...if it goes to a second page, type more at the bottom of the page.

--- more ----

At the end of the story type three # signs to indicate "the end."

###

# EXHIBIT 2

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RYDELL

For Coconut Creek Commissioner - District E

ELECTION DAY IS MARCH 9

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## Editor Of CoconutCreekNews.net Files OIG Complaint Against Mayor Lou Sarbone



Above: YouTube

Mitchell Pellecchia • February 28, 2021

I was hoping the Coconut Creek City Commission would have questioned the Mayor at their Thursday meeting regarding our story published that day at approximately 1:30 pm. They did not.

If the commission did, then the matter might have been swiftly resolved to confirm that Mayor Sarbone was qualified to continue to represent constituents as a city commissioner, or that he needed to step down.

I reached out to City Attorney, Terrill Pyburn, to learn how the process is handled.

"What is the procedure for the City of Coconut Creek when a city commissioner no longer calls the City a primary domicile? Are you compelled to act on that? If so, how?" I asked in an email.

### MY COMPLAINT:

I was notified on Thursday, February 25, 2021, that Mayor Lou Sarbone of Coconut Creek no longer declared Coconut Creek as his primary domicile. This violates Coconut Creek City Charter Article III Sec. 301(a) of the Charter that states: "Each Commissioner shall at all times remain primarily domiciled in the district in which he/she is elected."

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Find Article III Sec. 301(a) of the Coconut Creek Charter at [https://library.municode.com/fl/coconut\\_creek/codes/code\\_of\\_ordinances?nodeId=PTICH\\_ARTIIIICICO](https://library.municode.com/fl/coconut_creek/codes/code_of_ordinances?nodeId=PTICH_ARTIIIICICO)

I found through public records that Mayor Sarbone sold his Coconut Creek home at 5327 NW 51st Court in July 2020, at which time he signed a warranty deed that stated his post office address was a condominium in Fort Myers, Florida at 11876 Arboretum Drive, #202. (link to warranty deed at <https://coconutcreeknews.net/clients/coconutcreeknews/Sarbone.pdf> ). The property was later homesteaded on January 1, 2021 (Find document details at <https://coconutcreeknews.net/developing-story-does-mayor-lou-sarbone-not-live-in-coconut-creek-p1613-195.htm> ).

He filed for portability on August 21, 2020, as indicated by Lee County records. He purchased the parcel where his Fort Meyers home is currently located preconstruction in 2019. Approximately August of 2020, the domicile was built and ready for occupancy, which coincides with his filing for portability.

We are not aware as to whether Mayor Lou Sarbone has accordingly changed his address on his driver's license and motor vehicle registration as required by law within 30 days. We are also not aware as to whether he accordingly changed the address on his voter registration card to reflect the county (Lee County) in which Mayor Sarbone resides. If this was not done by Mayor Sarbone, he may have been effectively unable to cast ballots in Broward County in November of 2020. We are not aware as to whether he did or not.

Though we understand Inspector General investigations take time, resolving this matter is imminent, as Mayor Sarbone may continue to represent constituents as a city commissioner at least through the remainder of his term in 2022.

As of the Coconut Creek City Commission meeting on February 25, 2021, Mayor Sarbone continues to operate as the City's Mayor in full capacity, voting on the dais on important city issues.

As editor of CoconutCreekNews.net, an independent, free press online newspaper, we published the story on February 25, 2021, at <https://coconutcreeknews.net/developing-story-does-mayor-lou-sarbone-not-live-in-coconut-creek-p1613-195.htm>

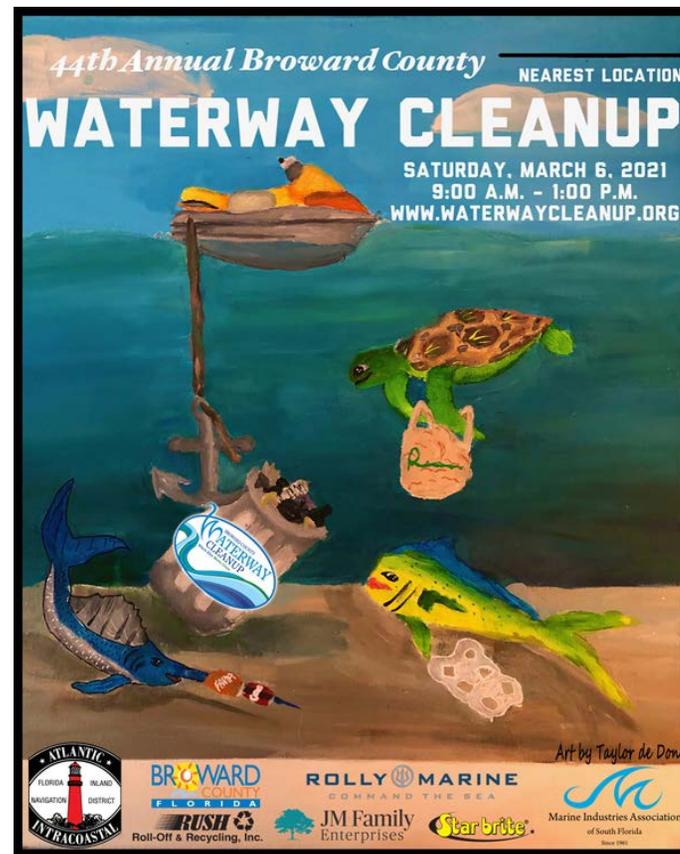
I look forward to your response.

- Mitchell Pellecchia

**About the Broward Office of the Inspector General**

The mission of the Broward Office of the Inspector General (OIG) is to act as an independent watchdog for the residents of Broward County. We promote integrity and accountability by investigating allegations of misconduct including fraud, corruption, and abuse and gross mismanagement, by officials and employees of the charter government of Broward County, its thirty-one municipalities, and all entities and persons who provide goods and services to the county and the municipalities. The OIG publicly reports its findings to keep residents informed. Whenever appropriate, the OIG seeks criminal prosecution, civil recoveries, administrative and monetary sanctions, and ethics sanctions of those responsible for fraud, waste and abuse in government.

To file a complaint of misconduct visit <https://www.broward.org/InspectorGeneral/ReportMisconduct/Pages/Default.aspx>





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## EXHIBIT 3

### ADMINISTRATIVE ORDER

**SUBJECT:** PUBLIC RECORDS REQUESTS POLICY      **NUMBER:** G-21

I. **PURPOSE:** To establish guidelines for processing requests for public records and/or requests for review only of the City's public records in a timely and consistent manner.

II. **DESCRIPTION:** In accordance with Florida Statutes (F.S.) Chapter 119, the Public Records Act, the City will provide the public with access to public records. It is the policy of the City to permit the Public Record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian or records liaison of the public records, absent an exemption to the contrary.

At all times, the custodian or records liaison shall provide safeguards to protect the contents of Public Records from alteration and to prevent disclosure or modification of those portions of Public Records which are exempt, or confidential and exempt, as provided by law.

**NOTE:** In accordance with the Public Records Law, the City is under no obligation to create records that do not exist. Example: A requester may want a list of all day care centers or a list of all religious organizations in the City. If no such list exists, the City is not required to create one. In this case, the City Clerk's Department should be contacted immediately.

III. **DEFINITIONS:**

A. *Public Records* means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings emails, texts, or other material, regardless of physical form or characteristics or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

B. *Extensive Public Records Request* shall mean requests that require fifteen (15) minutes or more to process.

C. *Records Liaisons* shall mean the designated employees responsible for the coordination of public records activities as appointed by the Department Head.

**IV. ACTION:**

When the nature or volume of public records requested to be inspected, examined, or copied is such as to require *extensive* use of information technology resources or *extensive* clerical or supervisory assistance by personnel of the City Department involved, or both, the City may charge, in addition to the cost of duplication, a special service charge, which shall be based on the cost incurred for such extensive effort.

To comply with this provision, the custodian or records liaison shall immediately inform the City Clerk when a Public Records Request is deemed to be extensive and forward and provide an estimated service charge in advance in addition to the fee for duplication. The service charge shall be calculated using the hourly wage, including benefits, of the lowest paid employee capable of performing the service.

The City Clerk will contact the requestor with the estimated service charge and collect the fee. Upon receipt of payment of fifty percent (50%) of the estimated service charge, the City Clerk will then notify the custodian or records liaison to proceed with processing the response to the Public Records Request.

If the estimated fee for duplication and service charge represent an overpayment upon completion of the effort, a refund shall be made to the requestor. If the estimated fee for duplication and service charge represent an underpayment upon completion of the effort, the custodian or records liaison shall collect the remaining balance due before delivery of the Public Record.

Non-specific requests, requests from attorneys, and requests relating to litigation shall be reviewed by the City Attorney's Office for processing pursuant to the City Attorney's direction. Requests for review of employee personnel records should be referred to the City Clerk for monitoring, who will work with the Director of Human Resources to complete the request.

**V. FEES:**

A. The custodian or records liaison shall furnish a copy or a certified copy of the record upon payment of authorized fees:

- For duplicated copies of not more than fourteen (14) inches by eight and a half (8.5) inches, upon payment of not more than fifteen (15) cents per one (1) sided copy;
- For each two (2) sided duplicated copy of not more than fourteen (14) inches by eight and a half (8.5) inches,

upon payment of not more than twenty (20) cents per each two (2) sided duplicated copy;

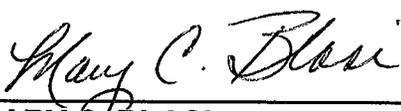
- For a certified copy upon payment of not more than one dollar (\$1.00) per copy; and
- For all other copies where fees are not prescribed by law, upon payment of the actual cost of duplication of the record.

B. A fee will not be required for requests less than five dollars (\$5.00);

C. A fee for duplication shall not be charged for non-extensive public records requests that result in scanned or electronically produced documents.

V. **REVOCATION:** C-01

IV. **EFFECTIVE:** March 1, 2018

AUTHORIZED:   
\_\_\_\_\_  
MARY C. BLASI  
City Manager