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Representing:
 Preferred Mortgage
 Group, LLC

January 29, 2008

Preferred Title
 of Florida, LLC

Clerk of the Court
 Florida Supreme Court
 500 South Duval St.
 Tallahassee, FL 32399

SC09-850

FILED
 THOMAS D. HALL
 2009 FEB -2 A 11:24
 CLERK, SUPREME COURT
 BY *[Signature]*

Re: Residential Lease Forms Recommended by Florida Bar Association

Please take note of the following suggested further revisions to the above referenced **Residential Lease for Single-Family Home or Duplex**:

Suggested New Wording of Preamble.

“THIS LEASE IMPOSES LEGAL OBLIGATIONS. CERTAIN RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY f.s. 83 Part II, “THE FLORIDA RESIDENTIAL LANDLORD AND TENANT ACT,” WHICH ACT IS AVAILABLE FOR REVIEW AS A PUBLIC RECORD ON- LINE AT <http://www.myflorida.com>.”

Paragraph 2.

Delete “together with the following furniture and appliances (List all furniture and appliances. If none, write ‘none’.) (In the Lease, the property leased, including furniture and appliances, if any, is called “the Premises.”)

Replace with “The premises is leased ___ with ___ without furnishings and ___ with ___ without appliances. Furnishings and appliances, IF ANY, are “as is” and listed on the Attached “Furnishings & Appliances Inventory.”

Tenant(s) must notify the Rental Agent in writing of any missing Inventory item within 24 hours after date of 1st occupancy.” Landlord may replace or substitute missing item or with a substitute item of equal value within 3 business days of Notice.

Paragraph 4.

Delete “in the amount of \$ _____”

Replace with “at the rate of _____% of Rental Amount as due ”

Paragraph 5.

Add “Security Deposit and Pet Deposit shall be held in Escrow by _____, a Florida financial institution located at (address).

Paragraph 6.

Add “ Rental” before each “Agent”

Paragraph 10.

Delete “Tenant shall notify (name) at (address) if left blank, Landlord at Landlord’s address and (telephone number) of maintenance and repair requests.”

Replace with “Tenant(s) shall notify the _____ Rental Agent ___ Landlord at the email or phone contact number on the 1st page, of repair or maintenance matters.

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Reply to:

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800 E. Venice Avenue • Venice, FL 34285 • (941) 484-8670

Paragraph 13.

Delete "Agent's Acknowledgement" and from "Certification of Accuracy" (The Rental Agent has NO obligation under law to acknowledge or certify and indeed has no capacity to enter into this Lease between the Landlord and the Tenant.)

Paragraph 14.

Delete "If Tenant is a member"

Replace with "If Tenant produces proof that he/she or spouse is a Member"

Paragraph 16.

Add "If" as beginning to first sentence, which should read: "IF TENANT MUST BE APPROVED BY A HOMEOWNERS ASSOCIATION..."

(Note that there must be some notification time to the Tenants other than "prior to commendement", in the event of HOA non-approval.)

Paragraph 28.

Delete "BROKERS"

Replace with "RENTAL AGENT/BROKERS"

Delete Entirety of EARLY TERMINATION FEE/LIQUIDATED DAMAGES
ADDENDUM

Avoid Mixing the terms "Tenants, Landlords" with "Lessor, Lessee" The former identity terms are more familiar to consumers.

Sincerely,



John A. Steinwand, CRB
President/Owner/Broker

Cc: John Harkness, Jr.
ED, The Florida Bar
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