

IN THE COUNTY COURT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO. 21-41272 CC 23

PRESTIGE BOARDWALK LLC,

Plaintiff(s),

vs.

MCKENZIE FLEURIMOND, STRAUSSIANA FLEURIMOND
and All Others in Possession,

Defendants.

JOINT STIPULATION FOR SETTLEMENT

COMES NOW the Plaintiff(s), PRESTIGE BOARDWALK LLC, (hereinafter referred to as “Landlord”), and the Defendant(s), MCKENZIE FLEURIMOND, STRAUSSIANA FLEURIMOND, (hereinafter referred to as “Tenant(s)”), who do hereby stipulate and agree as follows:

1. Plaintiff is the landlord, and Defendant(s) are the tenants\lessees of the premises located at 16651 NE 18TH AVENUE, BLDG 14 #88, North Miami Beach, Florida 33162. Tenant(s) occupies the premises under a written lease. Tenant(s) owes Landlord a balance due for unpaid rent.

2. Landlord filed this action now pending before the court.

3. This stipulation is being entered into upon mutual consent of the parties as resolution of their differences in order to settle this action now before the court.

4. Tenant(s) owes Landlord the sum of \$8,790.00 for rent and \$639.00 for court costs and attorneys fees incurred herein for a total due of \$9,429.00.

Landlord shall not proceed with the eviction and allow Tenant(s) to remain in the rental premises according to the terms of their agreement only if Tenant(s) meets each of the following conditions:

a. Tenant(s) shall pay \$7,789.00 at the time of the signing of this Stipulation, receipt of which is hereby acknowledged.

b. Tenant(s) shall pay off the remaining outstanding balance of \$1,640.00 in one (1) number of installments as follows:

\$1,640.00 due by or before December 03, 2021

c. Tenant(s) shall continue to timely pay rent as it comes due starting with January 1 2022 rent payment of \$1,640.00 due January 1, 2022. Failure to pay rent when it comes due shall constitute default of this Stipulation so long as there is still any payment due under paragraph 4 herein.

5. If any of the above conditions are not met by Tenant(s) as specified herein, upon affidavit submitted by Plaintiff or an authorized agent of Plaintiff stating that the Defendants have failed to make any payment as required, including rent as it comes due while there is an outstanding balance under paragraph 4 above, a Final Judgment for Eviction will be entered immediately without notice or objection and a 24-hour Writ of Possession will be issued forthwith and served upon the Defendants and the premises by Miami-Dade Sheriff to effectuate immediate eviction and removal of all persons therein. Furthermore, upon default, a money judgment for damages equal to the remaining balance in paragraph 4 herein (including any accrued rent not paid) plus an additional \$215.00 costs will be entered, and Landlord shall be entitled to pursue any monetary damages for unpaid rent and other damages as a result of the

default and breach of the rental agreement.

6. All payments must be made directly to the landlord in cleared funds in accordance with the rental agreement. **Personal checks will not be accepted.**

7. A modification or waiver of any of the provisions of this Joint Stipulation shall be effective only if made in writing and executed with the same formality as this Joint Stipulation. The failure of Landlord to insist upon strict performance of any of the provisions of this Joint Stipulation shall not be construed as a waiver of any subsequent default of the same, similar or continuing nature.

8. A faxed or scanned copy of this document shall be treated as an original.

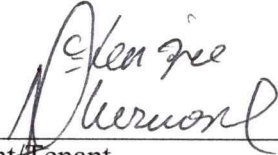
9. The Stipulation is evidenced understood, acknowledged and agreed to by the signatures of the parties and/or their respective counsel below.



Plaintiff/Landlord
date:

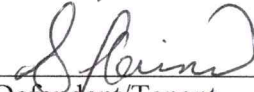
Print name of auth. agent signing:

EGATE Dumervil



Defendant/Tenant

date: 12/01/2021 McKenzie Fleurimond



Defendant/Tenant

date: 12/01/2021 Stravssiana Fleurimond