

LAW OFFICES

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OCTOBER 7, 2008

Dr.. Heinz Dinter
7270 SW 88th Street
Unit B703
Miami, Florida 33156.

Re: Your Lease with Allen & Stella Donelan

Dear Dr. Dinter:

Mr. and Mrs. Donelan have informed me that you have stated that you are unwilling to cure the existing defaults under the Lease; namely your unapproved housing of a dog and parrot on the demised premises and your unauthorized modification of the washer / dryer.

Accordingly, you have left my clients with no acceptable alternative, other than to institute suit against you to recover possession of the property.

Enclosed herewith is a copy of the Eviction Complaint that I have prepared for filing in the County Court for Miami - Dade County. The Donelans will be seeking recovery of their legal expenses, including reasonable attorney fees as provided for in the Lease.

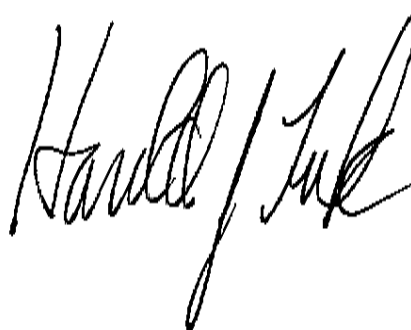
Rest assured that the Donelans would have much preferred to have resolved this matter in an amicable manner. To that end, as an alternative, and although not legally obligated to do so, in order to avoid litigation with its inconvenience and cost, my clients will agree to terminate the Lease, provided that you vacate the property prior to November 1, 2008.

In such event, provided that the property when returned to the Owners is left in the condition required by the terms of the Lease, your security deposit shall be refunded to you, less any deductions for damages as provided by the Lease.

As a second alternative, should you reconsider and immediately remove the dog from the premises, the Donelans will agree to postpone the eviction action, which postponement shall be subject to the absence of further default under the Lease, or legal action taken by the condominium association due to any violation of its rules and regulations.

Should you wish to amicably settle this matter by accepting either of the alternatives that my clients have offered in this letter, please call me to so advise by the close of business on October 13, 2008.

Very truly yours,

A handwritten signature in black ink, appearing to read "Harold J. Turk". The signature is written in a cursive, flowing style with a large initial "H" and "T".

Harold J. Turk

HJT/gr
Cc Allen Donelan

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

**ALLEN P. DONELAN and
STELLA P. DONELAN,**

CIVIL DIVISION

Plaintiffs

Case No.: 08-

vs.

**HEINZ DINTER,
and/or occupants,**

Defendant(s).

EVICITION COMPLAINT

PLAINTIFFS, ALLEN DONELAN and STELLA P. DONELAN, by and through his undersigned counsel, sue Defendant, HEINZ DINTER, party in possession, and allege:

1. This is an action to evict the party-in-possession from real property in MIAMI-DADE County, Florida.
2. Defendant is not in the military service of the United States of America or any of its allies.
3. Plaintiff owns the following described condominium apartment residence in Miami-Dade County, Florida:

7270 SW 88th Street, Unit B703, Miami, Florida 33156
4. Defendant is in possession of the property, pursuant to a written lease dated March 28, 2008, a copy of which is attached hereto and marked Exhibit "A" (Lease).

5. Defendant is in default under the Lease for keeping unauthorized pets on the demised premises; specifically a dog and a parrot in violation of the terms of the Lease and of the rules and regulations of the condominium regime in which the demised premises is located.

5. In addition, the Defendant is in default under the Leases for modifying the washer/dryer connection without requisite authorization and approval by the Plaintiffs and the condominium association..

6. The Plaintiff delivered a Seven Day Notice to Defendant, a copy of which is attached hereto and marked Exhibit "B" and made a part hereof, on or about September 25, 2008.

7. Defendant has refused to cure the defaults, or to vacate the demised premises.

WHEREFORE, Plaintiff demands judgment for possession of the property and costs against the Defendant, together with an award of its attorney fees as provided in Section 15 of the Lease..

DATED this _____ day of October, 2008

LAW OFFICES OF HAROLD J. TURK
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By: _____

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