

MICHAEL A. ADKINSON, JR., SHERIFF

Office of the Sheriff, Walton County

☐ AFFIDAVIT OF COMPLAINT☐ VOLUNTARY STATEMENT

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2,0,000	sometiment is true and correct to the obst of my know	reage and other,	
	off DIS	ignature of Person Making Statement	
Sworn to and subscr	ribed before me this 18 day of October	20 29	
	STATE OF TENNESSEE NOTARY PUBLIC PUBLIC SON COUNT	Full Time LEO or Notary Public	

My Commission Expires July 7, 2025

On Saturday October, 5th 2024 we checked into 4710 Westwinds being managed by Coastline Real Estate & Property Management Group, LLC. Upon check-in they sent a text from 850-801 stating "SHOULD ANY ISSUES ARISE DURING YOUR STAY, PLEASE BE SURE TO MESSAGE US VIA RUEBARUE (THIS SYSTEM). This will ensure faster response times rather than 3rd party channels such as VRBO or AirBnB." I text them at 8:36 P.M. "Bathroom tiles raised up from the floor. These are a hazard. What do you have to put over them?" I also sent pictures. They text back at 8:39 stating "Our regular business hours are from 9am to 5pm, Monday through Friday. We'll respond to you as soon as possible. For after hours emergencies (such as lock-outs, water leaks, HVAC issues) please call our office line at 850-598 At 9:20 I text them a picture of the repair I made to the floor to prevent a known hazard. "We put a patch on it for now." At 9:20 P.M. I received a text back stating. "Our regular business hours are from 9am to 5pm, Monday through Friday. We'll respond to you as soon as possible. For after hours emergencies (such as lock-outs, water picture of the door hook hanging from the door at 9:42 P.M. They text back at 9:43 P.M. "Our regular business hours are from 9am to 5pm, Monday through Friday. We'll respond to you as soon as possible. For after hours emergencies (such as lock-outs, water leaks, HVAC issues) please call our office line at 850-598 ." I text them back at 9:54. "have someone call us tomorrow. The units couches are heavily soiled. There are a few other minor issues I would like to make you aware of. The shower handles are loose in the master and the hook is falling off the door." At 9:56 P.M. they text back. "Our regular business hours are from 9am to 5pm, Monday through Friday. We'll respond to you as soon as possible. For after hours emergencies (such as lock-outs, water leaks, HVAC issues) please call our office line at 850-598 ." The next morning October 6th at 8:04 A.M. I received a text message back. It reads, "Good morning, I didn't want to call and wake you up. Is the tile that came up in the floor the one you tape down? I will get someone over today to fix door and towel hook. I'll bring a rug to cover the tile place until we can get someone over this week to fix the floor. The sofa and love seat were cleaned not long ago but we will check into that also. Thank you for letting us know and we will get his taken care of as soon as possible. Please let me know if you have any other issues and you can call our on call phone today between 9 and 5 unless it is an emergency. 850-498 9:42 A.M. I texted back, "Yes that tile with the tape covering it. The master bedroom door lock is broken too. The bathroom in the master had a few fruit flies and so did the kitchen vents if you want to let your pest control guy know. The master bathroom looks like it needs to be recalked to fix your floor issue permanently. It's ever uneven from previous patches to the spot, Thanks for your help." At 9:49 A.M. they text back, "no problem. Will be there sometime today but you do not have to be there. It will be our company maintenance guy.

P1 Jnth Thank you!!" Coastline text back at 11:01 A.M. Hi Jim, I hope you had a safe and comfortable trip and easy arrival!

We do our best to make sure you have a 5-star stay and hope we've not missed anything but if we did, please let us know so we can handle it quickly for you. If during your stay, something breaks or you need additional support, please text us and our local team will respond as fast as possible. Your Guestbook:

https://guide.ruebarue.com/guestbook/7787379047865924

Coastline Real Estate & Property Management

At 11:04 A.M. I text 2 pictures showing the floor messed up. Then sent this text.

"These are a few spots they should repair when they fix the other area. This will continue to happen if they just put patches every time. The floor is uneven In this 6x6 area."

At 11:06 A.M. Coastline text back

"Ok. We will have someone look at all the flooring as soon as possible. Thank you."

Monday October 7th I received a text from Coastline at 4:50 P.M. stating.

"Bill will be there tomorrow to fix door. Is there a certain time you need him to come?" I text back at 4:59 P.M.

"Probably after 11 we should be at the pool/beach. Thanks"

At 5:02 Coastline text back.

"Ok. No problem! Thanks."

On Tuesday October 8 at 9:05 A.M. I text Coastline.

"Is our unit 4710 available for October 13th?"

Coastline responded at 9:28

"Good morning, unfortunately someone is coming in the afternoon you leave. So sorry." I text back at 9:29 A.M.

"No problem. Thanks"

On Thursday, October 10 at 10:30 A.M. I received a text from Coastline stating

"Thank you for staying with us. How would you rate your experience at Coastline Real Estate & Property Management?



https://guide.ruebarue.com/review/7787379047865924"

This is the end of this text thread

Another text thread is started with Coastline on 850-598

Coastline initiated a text on October 9th 2024 at 11:04 A.M.

"Hi, we have someone coming today at 4 to look at TV situation. Thank you"

I text back at 11:04 A.M. a picture showing their tv had fallen out of the drywall. This was not installed per the manufacturer's instructions. At 11:35A.M. I text 2 additional pictures trying to be helpful telling them what cables they would need to replace and the tv information plate.

"They will need new cables for the new tv too. Two hdmi and one fiber optic audio."

At 11:59 I texted them a picture of the thermostat when their A/C unit was blowing warm air from the vents. I carry a MACS certification card by the Mobile Air Conditioning Society Wordwide as required by section 609 of the Clean Air Act. I have had this certification since 5/19/2020. I have diagnosed many air conditioning problems over the past several years.

"The air conditioning unit is not working. It has been blowing warm air for the last hour and has now stopped blowing. When can this be looked at?"

At 12:10 P.M. I text

"Your tv damaged some of our items too. Can you let the property owners know?" Coastline acknowledged the text with a thumbs up

At 12:11 P.M. I replied.

"Thanks"

At 12:16 P.M. I text Coastline.

"I've turned the air off and let it sit for 15 minutes and we have it working again. The blower will work but the compressor seems to work intermittently. Just fyi"

At 12:17 P.M. they replied

"Thanks."

This is the end of this text chain.

On October 11, 2024 At 8:03 A.M. I made contact with the Owners wife and we had a conversation that lasted for 8 minutes. I outlined the problems we experienced in the texts above and advised them we were displaced by their property manager. The wife advised me they bought the property site unseen a couple years ago. She



told me they had recently stayed at the unit in the previous weeks. She told me to call back at tell her husband. At 9:23 A.M. I made contact with Mr. Srour "Eddie" and outlined the same concerns and asked for a copy of their liability insure or Coastlines insurance. He said he wanted to speak to Coastline before discussing anything further. I attempted to reach him one last time at 4:39 P.M

Coastline did not inform the owner of the situation prior to my call with the owner, per Mr. and Mrs Srour.

I have Emailed and called Attorney, Bryan James Kiefer on several occasions to resolve this matter. He has failed to make any contact with me. Coastline is required under Florida statue 509 to register each condo or dwelling as a vacation rental. They only have one of the twenty three properties they are advertising on their website https://www.mycoastlineproperties.com/ registered.

509.241 Licenses required; exceptions.-

(1) LICENSES; ANNUAL RENEWALS.—Each public lodging establishment and public food service establishment shall obtain a license from the division. Such license may not be transferred from one place or individual to another. It shall be a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, for such an establishment to operate without a license. Local law enforcement shall provide immediate assistance in pursuing an illegally operating establishment. The division may refuse a license, or a renewal thereof, to any establishment that is not constructed and maintained in accordance with law and with the rules of the division. The division may refuse to issue a license, or a renewal thereof, to any establishment an operator of which, within the preceding 5 years, has been adjudicated guilty of, or has forfeited a bond when charged with, any crime reflecting on professional character, including soliciting for prostitution, pandering, letting premises for prostitution, keeping a disorderly place, or illegally dealing in controlled substances as defined in chapter 893. whether in this state or in any other jurisdiction within the United States, or has had a license denied, revoked, or suspended pursuant to s. 429.14. Licenses shall be renewed annually, and the division shall adopt a rule establishing a staggered schedule for license renewals. If any license expires while administrative charges are pending against the license, the proceedings against the license shall continue to conclusion as if the license were still in effect. (2) APPLICATION FOR LICENSE.—Each person who plans to open a public lodging establishment or a public food service establishment shall apply for and receive a license from the division prior to the commencement of operation. A condominium association, as defined in s. 718.103, which does not own any units classified as vacation rentals or timeshare projects under s. 509.242(1)(c) or (g) is not required to apply for or receive a public lodging establishment license. (3) DISPLAY OF LICENSE.—Any license issued by the division shall be conspicuously displayed in the office or lobby of the licensed establishment. Public food service establishments which offer catering services shall display their license number on all advertising for catering services. History.-ss. 3-5, 8, ch. 6952, 1915; RGS 2124-2126, 2129; ss. 3, 4, ch. 9264, 1923; s. 6, ch. 12053, 1927; CGL 3353-3355, 3358; s. 1, ch. 13659, 1929; ss. 6-8, 13, ch. 16042, 1933; CGL 1936 Supp. 3353, 3354; s. 1, ch. 23930, 1947; ss. 5, 6, ch. 29821, 1955; s. 1, ch. 29820, 1955; s. 9, ch. 57-389; s. 1, ch. 57-824; s. 1, ch. 61-81; s. 1, ch. 67-507; ss. 16, 35, ch. 69-106; s. 4, ch. 70-281; s. 480,



ch. 71-136; s. 6, ch. 71-157; s. 19, ch. 73-325; s. 20, ch. 75-233; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 17, ch. 78-336; s. 1, ch. 78-343; ss. 18, 20, 39, 42, ch. 79-240; ss. 3, 4, ch. 81-161; s. 389, ch. 81-259; ss. 2, 3, ch. 81-318; s. 4, ch. 86-174; s. 23, ch. 89-294; ss. 25, 51, 52, ch. 90-339; s. 10, ch. 91-40; s. 4, ch. 91-429; s. 97, ch. 2006-197; s. 4, ch. 2011-119; s. 4, ch. 2014-133.

Note.—Former ss. 511.01-511.03, 511.10.

509.242 Public lodging establishments; classifications.—

- (1) A public lodging establishment shall be classified as a hotel, motel, nontransient apartment, transient apartment, bed and breakfast inn, timeshare project, or vacation rental if the establishment satisfies the following criteria:
- (a) Hotel.—A hotel is any public lodging establishment containing sleeping room accommodations for 25 or more guests and providing the services generally provided by a hotel and recognized as a hotel in the community in which it is situated or by the industry.
- (b) Motel.—A motel is any public lodging establishment which offers rental units with an exit to the outside of each rental unit, daily or weekly rates, offstreet parking for each unit, a central office on the property with specified hours of operation, a bathroom or connecting bathroom for each rental unit, and at least six rental units, and which is recognized as a motel in the community in which it is situated or by the industry.
- (c) Vacation rental.—A vacation rental is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project.
- (d) Nontransient apartment.—A nontransient apartment is a building or complex of buildings in which 75 percent or more of the units are available for rent to nontransient tenants.
- (e) Transient apartment.—A transient apartment is a building or complex of buildings in which more than 25 percent of the units are advertised or held out to the public as available for transient occupancy.
- (f) Bed and breakfast inn.—A bed and breakfast inn is a family home structure, with no more than 15 sleeping rooms, which has been modified to serve as a transient public lodging establishment, which provides the accommodation and meal services generally offered by a bed and breakfast inn, and which is recognized as a bed and breakfast inn in the community in which it is situated or by the hospitality industry.
- (g) Timeshare project.—A timeshare project is a timeshare property, as defined in chapter 721, that is located in this state and that is also a transient public lodging establishment.
- (2) If 25 percent or more of the units in any public lodging establishment fall within a classification different from the classification under which the establishment is licensed, such establishment shall obtain a separate license for the classification representing the 25 percent or more units which differ from the classification under which the establishment is licensed.
- (3) A public lodging establishment may advertise or display signs which advertise a specific classification, if it has received a license which is applicable to the specific classification and it fulfills the requirements of that classification.



History.—s. 2, ch. 57-824; s. 2, ch. 61-81; ss. 16, 35, ch. 69-106; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 19, 39, 42, ch. 79-240; ss. 3, 4, ch. 81-161; ss. 2, 3, ch. 81-318; ss. 26, 51, 52, ch. 90-339; s. 11, ch. 91-40; s. 4, ch. 91-429; s. 9, ch. 93-53; s. 12, ch. 96-384; s. 7, ch. 2008-55; s. 5, ch. 2011-119; s. 2, ch. 2012-165; s. 5, ch. 2014-133.

509.251 License fees.-

- (1) The division shall adopt, by rule, a schedule of fees to be paid by each public lodging establishment as a prerequisite to issuance or renewal of a license. Such fees shall be based on the number of rental units in the establishment. The aggregate fee per establishment charged any public lodging establishment may not exceed \$1,000; however, the fees described in paragraphs (a) and (b) may not be included as part of the aggregate fee subject to this cap. Vacation rental units or timeshare projects within separate buildings or at separate locations but managed by one licensed agent may be combined in a single license application, and the division shall charge a license fee as if all units in the application are in a single licensed establishment. The fee schedule shall require an establishment which applies for an initial license to pay the full license fee if application is made during the annual renewal period or more than 6 months before the next such renewal period and one-half of the fee if application is made 6 months or less before such period. The fee schedule shall include fees collected for the purpose of funding the Hospitality Education Program, pursuant to s. 509.302, which are payable in full for each application regardless of when the application is submitted.
- (a) Upon making initial application or an application for change of ownership, the applicant shall pay to the division a fee as prescribed by rule, not to exceed \$50, in addition to any other fees required by law, which shall cover all costs associated with initiating regulation of the establishment.
- (b) A license renewal filed with the division after the expiration date shall be accompanied by a delinquent fee as prescribed by rule, not to exceed \$50, in addition to the renewal fee and any other fees required by law.
- (2) The division shall adopt, by rule, a schedule of fees to be paid by each public food service establishment as a prerequisite to issuance or renewal of a license. The fee schedule shall prescribe a basic fee and additional fees based on seating capacity and services offered. The aggregate fee per establishment charged any public food service establishment may not exceed \$400; however, the fees described in paragraphs (a) and (b) may not be included as part of the aggregate fee subject to this cap. The fee schedule shall require an establishment which applies for an initial license to pay the full license fee if application is made during the annual renewal period or more than 6 months before the next such renewal period and one-half of the fee if application is made 6 months or less before such period. The fee schedule shall include fees collected for the purpose of funding the Hospitality Education Program, pursuant to s. 509.302, which are payable in full for each application regardless of when the application is submitted.
- (a) Upon making initial application or an application for change of ownership, the applicant shall pay to the division a fee as prescribed by rule, not to exceed \$50, in addition to any other fees required by law, which shall cover all costs associated with initiating regulation of the establishment.
- (b) A license renewal filed with the division after the expiration date shall be accompanied by a delinquent fee as prescribed by rule, not to exceed \$50, in addition to the renewal fee and any other fees required by law.



- (3) The fact that a public food service establishment is operated in conjunction with a public lodging establishment does not relieve the public food service establishment of the requirement that it be separately licensed as a public food service establishment.
- (4) The actual costs associated with each epidemiological investigation conducted by the Department of Health in public food service establishments licensed pursuant to this chapter shall be accounted for and submitted to the division annually. The division shall journal transfer the total of all such amounts from the Hotel and Restaurant Trust Fund to the Department of Health annually; however, the total amount of such transfer may not exceed an amount equal to 5 percent of the annual public food service establishment licensure fees received by the division.

History.—ss. 6, 7, ch. 6952, 1915; RGS 2127, 2128; ss. 1, 2, ch. 12053, 1927; CGL 3356, 3357; ss. 9-12, ch. 16042, 1933; ss. 2, 3, ch. 17062, 1935; CGL 1936 Supp. 3356(1), 3357(1); ss. 1, 2, ch. 28276, 1953; ss. 2-5, ch. 29820, 1955; s. 1, ch. 57-272; s. 1, ch. 61-353; s. 1, ch. 63-350; ss. 1, 2, ch. 67-221; ss. 16, 35, ch. 69-106; ss. 1, 2, ch. 72-228; s. 4, ch. 75-184; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 20, 39, 42, ch. 79-240; ss. 3, 4, ch. 81-161; ss. 2, 3, ch. 81-318; ss. 27, 51, 52, ch. 90-339; s. 12, ch. 91-40; s. 4, ch. 91-429; s. 10, ch. 93-53; s. 8, ch. 96-384; s. 247, ch. 99-8; s. 3, ch. 2002-299; s. 6, ch. 2011-119; s. 6, ch. 2014-133; s. 4, ch. 2015-143.

Note.—Former ss. 511.06-511.09.

09.261 Revocation or suspension of licenses; fines; procedure.-

- (1) Any public lodging establishment or public food service establishment that has operated or is operating in violation of this chapter or the rules of the division, operating without a license, or operating with a suspended or revoked license may be subject by the division to:
- (a) Fines not to exceed \$1,000 per offense;
- (b) Mandatory completion, at personal expense, of a remedial educational program administered by a food safety training program provider approved by the division, as provided in s. 509.049; and
- (c) The suspension, revocation, or refusal of a license issued pursuant to this chapter.
- (2) For the purposes of this section, the division may regard as a separate offense each day or portion of a day on which an establishment is operated in violation of a "critical law or rule," as that term is defined by rule.
- (3) The division shall post a prominent closed-for-operation sign on any public lodging establishment or public food service establishment, the license of which has been suspended or revoked. The division shall also post such sign on any establishment judicially or administratively determined to be operating without a license. It is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, for any person to deface or remove such closed-for-operation sign or for any public lodging establishment or public food service establishment to open for operation without a license or to open for operation while its license is suspended or revoked. The division may impose administrative sanctions for violations of this section.
- (4) All funds received by the division as satisfaction for administrative fines shall be paid into the State Treasury to the credit of the Hotel and Restaurant Trust Fund and may not subsequently be used for payment to any entity performing required inspections under contract with the division. Administrative fines may be used to support division programs pursuant to s. 509.302(1).

- (5)(a) A license may not be suspended under this section for a period of more than 12 months. At the end of such period of suspension, the establishment may apply for reinstatement or renewal of the license. A public lodging establishment or public food service establishment, the license of which is revoked, may not apply for another license for that location prior to the date on which the revoked license would have expired.
- (b) The division may fine, suspend, or revoke the license of any public lodging establishment or public food service establishment if the operator knowingly lets, leases, or gives space for unlawful gambling purposes or permits unlawful gambling in such establishment or in or upon any premises which are used in connection with, and are under the same charge, control, or management as, such establishment.
- (6) The division may fine, suspend, or revoke the license of any public lodging establishment or public food service establishment when:
- (a) Any person with a direct financial interest in the licensed establishment, within the preceding 5 years in this state, any other state, or the United States, has been adjudicated guilty of or forfeited a bond when charged with soliciting for prostitution, pandering, letting premises for prostitution, keeping a disorderly place, illegally dealing in controlled substances as defined in chapter 893, or any other crime reflecting on professional character.
- (b) Such establishment has been deemed an imminent danger to the public health and safety by the division or local health authority for failure to meet sanitation standards or the premises have been determined by the division or local authority to be unsafe or unfit for human occupancy.
- (7) A person is not entitled to the issuance of a license for any public lodging establishment or public food service establishment except in the discretion of the director when the division has notified the current licenseholder for such premises that administrative proceedings have been or will be brought against such current licensee for violation of any provision of this chapter or rule of the division.
- (8) The division may fine, suspend, or revoke the license of any public lodging establishment or public food service establishment when the establishment is not in compliance with the requirements of a final order or other administrative action issued against the licensee by the division.
- (9) The division may refuse to issue or renew the license of any public lodging establishment or public food service establishment until all outstanding fines are paid in full to the division as required by all final orders or other administrative action issued against the licensee by the division.
- History.—s. 48, ch. 16042, 1933; CGL 1936 Supp. 3355(2); s. 1, ch. 21660, 1943; s. 2, ch. 23930, 1947; ss. 1—5, ch. 26939, 1951; s. 1, ch. 28224, 1953; s. 1, ch. 29823, 1955; s. 10, ch. 57-389; s. 40, ch. 63-512; s. 1, ch. 63-69; s. 1, ch. 63-68; s. 1, ch. 63-70; ss. 16, 35, ch. 69-106; s. 192, ch. 71-377; s. 20, ch. 73-325; s. 3, ch. 76-168; s. 188, ch. 77-104; s. 1, ch. 77-457; s. 9, ch. 78-95; ss. 21, 39, 42, ch. 79-240; ss. 3, 4, ch. 81-161; ss. 2, 3, ch. 81-318; ss. 1, 4, ch. 82-84; ss. 28, 51, 52, ch. 90-339; s. 4, ch. 91-429; s. 11, ch. 93-53; s. 48, ch. 95-144; s. 4, ch. 2007-237; s. 8, ch. 2008-55; s. 7, ch. 2011-119. Note.—Former ss. 511.05, 511.051.
- **509.271** Prerequisite for issuance of municipal or county occupational license.—A municipality or county may not issue an occupational license to any business coming under the provisions of this chapter until a license has been procured for such business from the division.



History.—s. 49, ch. 16042, 1933; CGL 1936 Supp. 3355(1); s. 7, ch. 29821, 1955; ss. 16, 35, ch. 69-106; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 22, 39, 42, ch. 79-240; ss. 3, 4, ch. 81-161; ss. 2, 3, ch. 81-318; ss. 29, 51, 52, ch. 90-339; s. 4, ch. 91-429.

Note.-Former s. 511.04.

509.281 Prosecution for violation; duty of state attorney; penalties.—

- (1) The division or an agent of the division, upon ascertaining by inspection that any public lodging establishment or public food service establishment is being operated contrary to the provisions of this chapter, shall make complaint and cause the arrest of the violator, and the state attorney, upon request of the division or agent, shall prepare all necessary papers and conduct the prosecution. The division shall proceed in the courts by mandamus or injunction whenever such proceedings may be necessary to the proper enforcement of the provisions of this chapter, of the rules adopted pursuant hereto, or of orders of the division.
- (2) Any operator who obstructs or hinders any agent of the division in the proper discharge of the agent's duties; who fails, neglects, or refuses to obtain a license or pay the license fee required by law; or who fails or refuses to perform any duty imposed upon it by law or rule is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. Each day that such establishment is operated in violation of law or rule is a separate offense. History.—s. 11, ch. 6952, 1915; RGS 2131; CGL 3360; s. 9, ch. 29821, 1955; ss. 16, 35, ch. 69-106; s. 481, ch. 71-136; s. 21, ch. 73-325; s. 26, ch. 73-334; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 23, 39, 42, ch. 79-240; ss. 3, 4, ch. 81-161; ss. 2, 3, ch. 81-318; ss. 30, 51, 52, ch. 90-339; s. 4, ch. 91-429; s. 673, ch. 97-103.

Note.-Former s. 511.12.

509.285 Enforcement; city and county officers to assist.—Any state or county attorney, sheriff, police officer, and any other appropriate municipal and county official shall, upon request, assist the division or any of its agents in the enforcement of this chapter.

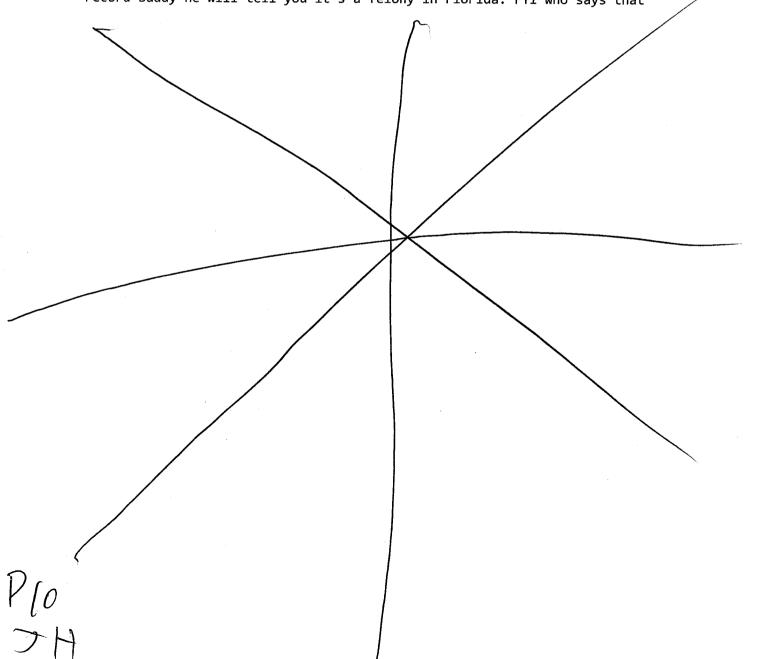
History.-ss. 31, 52, ch. 90-339; s. 4, ch. 91-429.

Attorney Kiefer has failed in his duties to supervise his agent, Buddy Burgess's actions have led to irreparable harm and damages to our property and reputation. Coastline did not have the authority to rent the vacation rental to us because they failed to meet the license requirements set forth in the above sections. This action caused the Walton County sheriff's office to unlawfully evict us based on the facts provided to them by Coastline properties. We were then left with a choice to leave or be arrested. We left to avoid what would have been an unlawful arrest. Every short term vacation rental covered in the above statute is a separate violation I believe. Can you request all previous lease agreements they have entered into since statue 509 was enacted? This would likely result in hefty fines for the state of Florida. I believe these and other parties have conspired against me and my family to enact this illegal eviction.

This was the review I left of my experience.

Be extremely careful reporting any issues with your unit. We stayed in Westwinds unit 4710 and were evicted by Buddy Burgess who identified himself as the owner of Coastline Real Estate & Property Management Group. Buddy had the sheriff stand

by while he evicted us. Buddy evicted a grandmother on vacation with her grandkids. He evicted a family on fall break. I bet his Wife , Maria and his daughters are proud of him. When we arrived on Saturday to check in there were multiple minor problems we reported to management. The floor being raised up and required us to tape it down to prevent a trip hazard. This issue was obvious and already repaired. The maintenance man Bill made a temporary repair and added more tape to the floor. He also repaired a towel hook and shower door handle. We reported the bugs in the unit too. We reported the tv falling off the wall immediately when it happened. It was mounted to the drywall. When I google the brand of mount it specifically states to not mount directly into drywall alone. The tv was on a moveable wall mount We have multiple pictures of the issues. I told him to let the owners know about damages to our items from their ty too. We were told to contact KIEFER LAW GROUP, PLLC. This is the product we received from Coastline Real Estate & Property Management Group. I wouldn't do it again! Anyone else who has experienced a similar issue feel free to contact me directly 615-Jim. I plan to seek compensation and punitive damages for Buddy's behavior. No family should experience what we experienced. If you attempt to record Buddy he will tell you it's a felony in Florida. FYI who says that



The Florida Bar Inquiry/Complaint Form

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PART ONE (See Page 1, PART ONE - Complainant Information.): Hollowas Your Name: Organization: Address: City, State, Zip Code: Phone: Email: ACAP Reference No.: Does this complaint pertain to a matter currently in litigation? Yes No PART TWO (See Page 1, PART TWO - Attorney Information.): 10 Fes Florida Bar No. Address: City, State, Zip Code: PART THREE (See Page 1, PART THREE - Facts/Allegations.): The specific thing or things I am complaining about are: (attach additional sheet). PART FOUR (See Page 1, PART FOUR - Witnesses.): The witnesses in support of my allegations are: (attach additional sheet). PART FIVE (See Page 1, PART FIVE - Acknowledge Oath and Signature.): YOU MUST PLACE YOUR MARK IN THE BOX ACKNOWLEDGING THE OATH AND YOU MUST SIGN YOUR FULL NAME BELOW. Under penalties of perjury, I declare that the foregoing facts are true, correct and complete. ollowas Print Name

^{*}Having trouble? Download the form and open the document in Adobe AcrobatTM.

946915 Mail Address: Kiefer Law Group, PLLC 6925 US Highway 98 E Ste 300 Santa Rosa Beach, FL 32459-6884 Office: **850-460** Cell: **850-460** Fax: 850-542 Email: bryan@kieferlawgroup.com Personal Bar URL: https://www.floridabar.org/mybarprofile/946915 https://www.floridabar.org/directories/find-mbr/profile/?num=946915 10/17/24, 12:23 PM Member Profile - Bryan James Kiefer - The Florida Bar vCard: County: Walton Circuit: 01 Admitted: 09/23/1992 10-Year Discipline History: None Law School: St. John's University School of Law Firm:

Bar Number:

Kiefer Law Group, PLLC

Firm Position:

Guest has electronically signed this document with the following information:

Name of Signer: Jim Holloway
Time of Signing: Aug 16, 2024 7:58 PM CDT
Signed at IP Address

Lease Agreement for Westwinds 4710 for Jim Holloway Arriving on Oct 5, 2024 – Departing on Oct 13, 2024

Hi Jim.

Thank you SO MUCH for choosing Westwinds 4710! Below is your lease agreement, golf cart waiver, and Covid-19 waiver. I ask that you please read them carefully and sign. This will allow me to complete the reservation.

LEASE AGREEMENT FOR Westwinds 4710 - 4710 Westwinds Dr, Miramar Beach, FL 32550

BY THIS AGREEMENT made and entered into with Coastline Real Estate & Property Management Group, herein referred to as Lessor, and Jim Holloway herein referred to as Lessor agrees to rent to Lessee the premises situated at 4710 Westwinds Dr, Miramar Beach, FL 32550, together with all appurtenances for the term commencing Oct 5, 2024 after 4:00 PM and ending on Oct 13, 2024 at 10:00 AM.

- 1. **Rent**: Lessees agrees to pay to Lessor, as rent, the sum of \$2,115.55. Half of the total is due upon signature of the lease agreement. The full balance is due 30 days prior to arrival. If reservation is less than 30 days out the full payment will be due up front.
- 2. **Rental Information:** All rental information including, but not limited to, check in information, door code and house rules will be provided 1 week prior to check in and again 2 days prior to check in. DOOR CODE- will be provided 30 minutes prior to arrival. Information will be sent via email and text message. LESSOR MUST READ ALL INFORMATION PRIOR TO ARRIVAL. Door codes will not be provided via phone call if information has been sent.
- 3. Damage Plan: A non-refundable damage fee which is included in your total provides accidental damage coverage for up to \$1000. The coverage is for accidental damage. Negligence or misuse of the rental is not covered under that plan. If damage is discovered after departure and is not deemed to be accidental, you will be informed and required to pay for the amount of repairs. This damage plan does not cover damage to the golf cart caused by the lessee or any member of the rental party.
- 4.. Quiet Enjoyment: Lessor agrees that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the premises for the agreed term.
- 4a. Use of Premises: The premises shall be used and occupied by Lessee for the purpose of vacationing. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease. NO SMOKING IS ALLOWED IN THE UNIT, ON BALCONIES, OR PATIOS.
- 5. **Number of Occupants**: Lessee agrees that the premises shall be occupied by no more than 10 person(s) consisting of adults and children. Additional person(s) need prior consent of Lessor. Lessee is at least 25 years old and will be one of the occupants during the term of this lease.
- 6.Pet Clause: No pets are allowed in the unit.
- 7. Assignment and Subletting: Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof.
- 8. **Usage Disclaimer**: Lessor shall have no liability to Lessee, Lessee's family or Lessee's guests for property damage or personal injury may arise while occupying the premises and Lessee shall indemnify Lessor from any such claim arising during Lessee's occupancy.
- 9. **Cancellation Policy**: Follows VRBO Policy: 100% refund at least 60 days before arrival, 50% refund at least 30 days before arrival. Refunds will only be issued by check. No refund will be given if cancellation is covered by travel insurance.

- 10. Hurricane or Storm Cancellation Policy: No refunds will be given unless: 1) The National Weather Service order mandatory evacuations in a "Tropical Storm/Hurricane Warning are" and/or 2) A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest. THE DAY THAT THE NATIONAL WEATHER SERVICE ORDERS A MANDATORY EVACUATION ORDER in a "Tropical Storm/Hurricane Warning" area, we will refund: 1) Any unused portion of rent from a guest currently in residence; 2) Any unused portion of rent from a guest that is scheduled to arrive and wants to shorten their stay to come in after the Hurricane Warning is lifted; and 3) Any advance rents collected for a reservation that is scheduled to arrive during the "Hurricane Warning" period; 4) We do not move/change dates in case of a Tropical Storm; however, in case of mandatory evacuation, we will reschedule your dates if you choose. No refunds will be given if guests purchased travel insurance. Refunds will only be issued by check.
- 11. **Travel Insurance**: If you have selected to purchase travel insurance, you will be purchasing the insurance directly from the insurance company. The insurance company will handle all payments and claims including hurricane and storm claims if presented.
- 12. **Conditions of Premises**: Lessee agrees that upon completion of the lease term, all perishable items will be removed from the premises and properly stored in trash cans located outside the premises or in trash chutes if available; all dirty dishes, cups, glasses will be placed in dishwasher and cycle started; air conditioning or heating systems will be adjusted as indicated in the rental information provided which you will be receiving before arrival; and windows and doors will be secured upon departure.
- 13. Repairs and Exchange: Should the dwelling experience a major maintenance issue, such as a failure in heating or air conditioning or a major appliance, or major repairs started by the Association for the building, Lessor will try to provide Lesse'e with substitute comparable accommodations. In the event the Lessor is unable to secure timely repair after notice of failure or comparable accommodations, a rate adjustment may be made at the discretion of the Lessor at a rate not to exceed 10 % of the daily rate. Should the golf cart become inoperable, every effort will be made to repair and return but no refund will be given.
- 14.**No Daily Maid Service**: Linens are provided in the unit. Daily maid service is not included with the rental. You MUST bring your own beach towels. Towels and linens may not be removed from the unit. A starter supply of trash can liners, toilet paper, soap, paper towels is supplied. Please plan to bring or purchase extra bathroom supplies, laundry detergent, paper towels, dish soap, etc.
- 15. **Violations**: Any violations of this agreement will result in eviction and/or fines to cover any and all damages, repairs, extra cleaning or otherwise necessary actions to get the property in order. Failure to check out by 10:00 (CST) will incur a minimum \$100 fine. Any supplemental trash or cleaning that has to be removes or handled will also incur an additional fee based upon the additional housekeeping charge.
- 16. **Free Activities Included with your stay**: As a thank you for staying with Coastline Real Estate & Property Management you will receive complimentary admissions to popular local attractions every day of your stay. Be on the lookout for emails from Xplorie that will explain how it all works, available activities and how to redeem your complimentary admissions. Please add hello@m.xplorie.com to your contacts to ensure message delivery. Only valid for short term stays (28 days or less).
- 17. **Substitution** Coastline Real Estate & Property Management Group, LLC properties are privately owned properties and subject to reasonable wishes of the Owner. Properties are occasionally removed from our rental program on short notice due to change in ownership or other changes made by the Owner or the properties may become uninhabitable due to unforeseen maintenance issues. Although we will do our best to fulfill your specific request, it is not guaranteed. At the time your Reservation is confirmed, we reserve the right to change the assignment to a comparable Rental Property. Should this occur to a confirmed Reservation, every effort will be made to contact you by telephone or e-mail to inform you of the need to change your Reservation to another suitable accommodation. Please be assured you will be moved to a comparable Rental Property, at our discretion, depending on Rental Property availability. In some cases, a comparable Rental Property may not be available due to the unique nature of the request (e.g. penthouse units); in which event Coastline Real Estate & Property Management Group, LLC may offer you the next best comparable Rental Property, reschedule your Reservation, or offer you a refund. No two properties are the same. Inventories and furnishings are subject to change without notice.

The Lessee has read and accepted the terms of the lease agreement including total payment of \$2,115.55.

Coastline



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LIGENSEE BETAILS

1:50:48 PM 10/17/2024

Licensee Information

Name:

COASTLINE REAL ESTATE & PROPERTY MANAGEMENT GROUP, LLC (Primary Name) COASTLINE REAL ESTATE & PROPERTY

MANAGEMENT GROUP, LLC (DBA Name)

Main Address:

13 SANDESTIN ESTATES DR

MIRAMAR BEACH Florida 32550

County:

WALTON

Rental Location:

View Rental Locations

License Information

License Type:

Vacation Rental - Dwelling

Rank:

Dwelling

License Number:

DWE7605186

Status:

Current, Active

Licensure Date:

08/16/2024

Expires:

06/01/2025

Special Qualifications

Qualification Effective

Collective

08/16/2024

Walton JUN

08/16/2024

Alternate Names

View Related License Information View License Complaint View Recent Inspections

2601 Blair Stone Road; Tallahassee FL 32399 :: Email: Customer Contact Center: 850.487.1395

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10/18/24, 9:40 AM

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license Needed

LICENSEE SEARCH OPTIONS

10:40:38 AM 10/18/2024

Data Contained In Search Results Is Current As Of 10/18/2024 10:39 AM.

Search Results - 3 Records

License

Please see our glossary of terms for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

Name

	Туре	Name	Type	Number/ Rank	Status/Expires
	Vacation Rental - Condo	1 MACHINE	DBA	CND7603659 Condo	Delinquent, Active 06/01/2024
A	Address*:	License Location	2076 S 32550	CENIC GULF DR MII	RÁMAR BEACH, FL
		Main Address*:	7901 4 ⁻	TH ST N ST PETERS	BURG, FL 33702
	Vacation Rental - Condo	EBASTLINE VIEWS; LLE	Primary	CND6216390 Condo	Delinquent, Active 02/01/2024
\	hddress*:	License Location	10315 33706	GULF BLVD TREAS	SURE ISLAND, FL
,		Main Address*:	1951	CARDAMON DR TRI	NITY, FL 34655
	Vacation Rental - Condo	EBASTLINE VIEWS, LLE	DBA	CND6216390 Condo	Delinquent, Active 02/01/2024
	\ddress*:	License Location	10315 33706	GULF BLVD TREAS	URE ISLAND, FL
		Main Address*:	1951 (CARDAMON DR TRI	NITY, FL 34655

Back

New Search

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

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^{*} denotes



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INSPECTION INFORMATION

10:46:49 AM 10/18/2024

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Each inspection report is a "snapshot" of conditions present at the time of the inspection. By using this search, you are agreeing to our

Terms of Use-Licensee

Name:

COASTLINE REAL

ESTATE & PROPERTY

License MANAGEMENT Number:

DWE7605186

GROUP, LLC

Dwelling

License

Expiration Date:

06/01/2025

Primary Status:

Rank:

Current

Secondary

Status:

Active

Location

252 KINGFISHER DR

Address:

MIRAMAR BEACH, FL 32550

Inspection Information (click the Inspection Date for details)

There are no recent inspections available.

New Search

2601 Blair Stone Road: Tallahassee FL 32399 :: Email: Eustomer Contact Center: 850.487.1395

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Licensee Information

Name:

COASTLINE REAL ESTATE & PROPERTY MANAGEMENT GROUP, LLC (Primary Name)

COASTLINE REAL ESTATE & PROPERTY

MANAGEMENT GROUP, LLC (DBA Name)

Main Address:

13 SANDESTIN ESTATES DR

MIRAMAR BEACH Florida 32550

County:

WALTON

Rental Location

252 KINGFISHER DR MIRAMAR BEACH FL 32550

2601 Blair Stone Road: Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer :: Customer Center :: Customer ::

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4:12:06 PM 10/17/2024

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APPLY FOR A NEW VACATION RENTAL - DWELLING LICENSE

Florida law requires owners of new public lodging establishments and new owners of existing establishments to obtain a license from the division before operating. The application process described below is obtaining a Vacation Rental Dwelling license, both newly licensed and changes of ownership.

Application Requirements:

Main Address: This is the main address of the owner or operator of the license, which will be used as the address of record for administrative purposes.

Rental Location Address: Rental location addresses are the physical addresses of the rental units(s) included in the license. If you have more than one rental unit you must provide a complete address for each unit. Please be sure to enter a valid Florida county to ensure proper processing.

Resort Classifications: Collective: Up to 75 units located at different addresses within one district. Group: Multiple units located within the same building/complex. No maximum. Single: 1-4 units located within the same building

Fees: There are fees associated with this application. By applying online, you can pay with a credit card. The fee is payable at the end of the application process. To estimate the fees prior to applying please visit our **Lodging Fees Page**

Certificate of Balcony Inspection Every public lodging establishment which is 3 or more stories in height, or which has a vertical distance of 17 feet or more from the lowest grade level to any balcony must submit to the division a certificate stating that any and all balconies, stairways, and railways have been inspected by a person who, through education and experience, is competent to inspect multi-story buildings and found by such person to be safe, secure, and free of defects. If the above applies to your facility, please complete and attach a Certificate of Balcony Inspection available at Certificate of Balcony Inspection



Human Trafficking: By January 1, 2021 lodging facilities are required to provide training for employees who perform housekeeping duties in the rental units or who work at the front desk or reception area where guests check in or check out. For more detailed information see our Human Trafficking page at **Human Trafficking**

Vacation rental unit locations are maintained online through the license holders DBPR Online services account. We strongly recommend applying online so that rental units can be added or removed as needed. If you have questions or need assistance in completing this application, please call the Customer Contact Center at 850-487-1395.

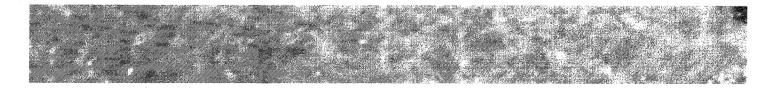
Apply Using Online Services

Apply Using a Printable Application

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LIGENSEE DETAILS

2:39:04 PM 10/17/2024

Licensee Information

Name:

COASTLINE REAL ESTATE AND PROPERTY

MANAGEMENT GROUP LLC (Primary Name)

Main Address:

13 SANDESTIN ESTATES DRIVE

MIRAMAR BEACH Florida 32550

County:

WALTON

License Location:

13 SANDESTIN ESTATES DRIVE

MIRAMAR BEACH FL 32550

County:

WALTON

License Information

License Type:

Real Estate Corporation

Rank:

RE Corp.

License Number:

CQ1062865 Current,Active

Status:

04/07/2021

Expires:

Licensure Date:

03/31/2026

L.....

Special

Qualifications

Qualification Effective

Alternate Names

View Related License Information

View License Complaint



Licensee

Name:

KIEFER, BRYAN JAMES

License Number:

ZH1002261

Rank:

Real Estate Instructor

License Expiration Date:

09/30/2025

Primary Status:

Current

Original License Date:

12/08/1997

Secondary Status:

Active

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
ZH1002118	Current	FLORIDA REAL ESTATE ACADEMY LLC	Permit Holder	05/27/2004	Real Estate School	09/30/2025
ZH1002118	Current	FLORIDA REAL ESTATE ACADEMY LLC	Teaches At	05/27/2004	Real Estate School	09/30/2025
ZH1002147	Null and Void	KIEFER REAL ESTATE SEMINARS INC	Permit Holder	04/19/2005	Real Estate School	09/30/2013



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LIGENSEE DETAILS

1:21:27 PM 10/17/2024

Licensee Information

Name:

KIEFER, BRYAN JAMES (Primary Name)

Main Address:

655 GRAND BLVD UNIT D 105

MIRAMAR BEACH Florida 32550

County:

WALTON

License Location:

327 SOUTH COUNTY HIGHWAY 393

SUITE 202

SANTA ROSA BEACH FL 32459

County:

WALTON

License Information

License Type:

Real Estate Instructor

Rank:

RE Instructor

License Number:

ZH1002261

Status:

Current, Active

Licensure Date:

12/08/1997

Expires:

09/30/2025

Special Qualifications

Qualification Effective

Alternate Names

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2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L20000390954

Entity Name: COASTLINE REAL ESTATE & PROPERTY MANAGEMENT

GROUP LLC

FILED Mar 06, 2024 Secretary of State 9124183640CC

Current Principal Place of Business:

13 SANDESTIN ESTATES DR MIRAMAR BEACH, FL 32550

Current Mailing Address:

13 SANDESTIN ESTATES DR MIRAMAR BEACH, FL 32550 US

FEI Number: 86-1640006

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

KIEFER, BRYAN ESQ. 327 SOUTH COUNTY HIGHWAY 393 SANTA ROSA BEACH, FL 32459 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail:

Title Name

Address

MGR

BURGESS, BUDDY N

13 SANDESTIN ESTATES DR

Title Name MGR

KIEFER, ESQ., BRYAN

Address

327 SOUTH COUNTY HIGHWAY 393

City-State-Zip:

MIRAMAR BEACH FL 32550

City-State-Zip:

SANTA ROSA BEACH FL 32459

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BUDDY BURGESS

MGR

03/06/2024



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LICENSEE SEARCH OPTIONS

1:21:19 PM 10/17/2024

Data Contained In Search Results Is Current As Of 10/17/2024 01:19 PM.

Search Results : 7 Records

Please see our glessary of terms for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires	
Real Estate Instructor	KIEFER, BRYAN JAMES	Primary	ZH1002261 RE Instructor	Current, Active 09/30/2025	
Address*:	icense Location	327 SOUTH COUNTY HIGHWAY 393 SANTA ROSA BEACH, FL 32459			
Main Address*:		655 GRAND BLVD UNIT D 105 MIRAMAR BEACH, FL 32550			
Real Estate Broker or Sales	KIEFER; BRYAN JAMES	Primary	BK3418530 Broker	Current, Active 09/30/2025	
Main Address*: 655 GRAND BLVD UNIT D 105 MIRAMAR BEACH, FL 32550					
Real Estate Broker or Sales	KIEFER, BRYAN JAMES	Primary	BK3498450 Broker	Current, Active 09/30/2025	
Main Address*: 655 GRAND BLVD UNIT D 105 MIRAMAR BEACH, FL 32550					
Real Estate Broker or Sales	KIEFER; BRYAN JAMES	Primary	BK3567763 Broker	Current, Active 09/30/2025	
Main Address*: 655 GRAND BLVD UNIT D 105 MIRAMAR BEACH, FL 32550					
Real Estate Broker or Sales	KIEFER; BRYAN JAMES	Primary	BK3528462 Broker	Current, Active 09/30/2025	
Main Address*: 655 GRAND BLVD UNIT D 105 MIRAMAR BEACH, FL 32550					
	KIEEED				

Primary

ZH1002382

RE Instructor

Current, Active

09/30/2025

https://www.myfloridalicense.com/wl11.asp?mode=2&search=Name&SID=&brd=&typ=

Real Estate

Instructor

Address*:

License Location

Main Address*:

655 GRAND BLVD. MIRAMAR BEACH, FL 32550

655 GRAND BLVD UNIT D 105 MIRAMAR BEACH,

FL 32550

Real Estate Broker or Sales

Primary

Application in **Progress**

Main Address*: 655 GRAND BLVD UNIT D 105 MIRAMAR BEACH, FL 32550

Back

New Search

* denotes

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically

located.

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