

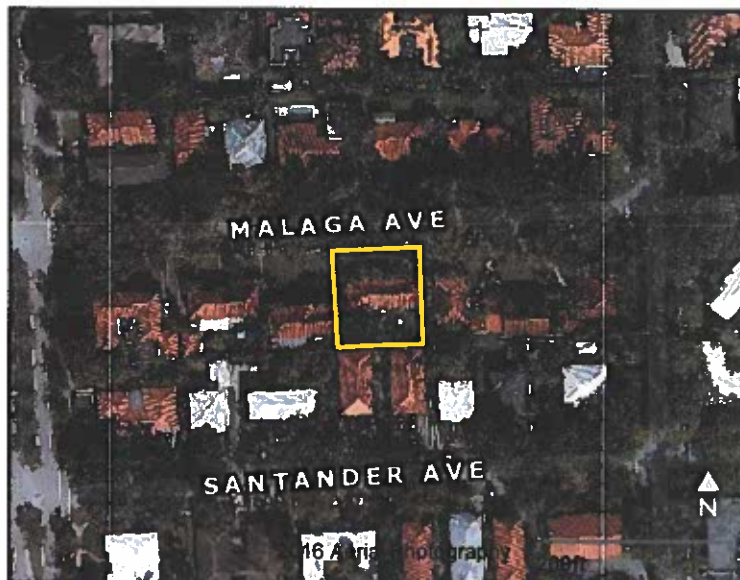


# OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 1/23/2020

Property Information	
Folio:	03-4117-008-4510
Property Address:	516 MALAGA AVE Coral Gables, FL 33134-6563
Owner	FABRE GROUP INC
Mailing Address	12973 SW 112 ST #389 MIAMI, FL 33186
PA Primary Zone	5002 HOTELS & MOTELS - GENERAL High Density
Primary Land Use	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths / Half	4 / 4 / 0
Floors	2
Living Units	4
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	3,089 Sq.Ft
Lot Size	8,400 Sq.Ft
Year Built	1949



Assessment Information			
Year	2019	2018	2017
Land Value	\$840,000	\$840,000	\$630,000
Building Value	\$149,205	\$10,000	\$90,000
XF Value	\$0	\$0	\$0
Market Value	\$989,205	\$850,000	\$720,000
Assessed Value	\$614,722	\$558,839	\$508,036

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	\$374,483	\$291,161	\$211,964
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2019	2018	2017
<b>County</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$614,722	\$558,839	\$508,036
<b>School Board</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$989,205	\$850,000	\$720,000
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$614,722	\$558,839	\$508,036
<b>Regional</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$614,722	\$558,839	\$508,036

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

**CITY'S**  
**EXHIBIT**



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 1/23/2020

**Property Information**

Folio: 03-4117-008-4510

Property Address: 516 MALAGA AVE

## Roll Year 2019 Land, Building and Extra-Feature Details

**Land Information**

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	A-13	5002	Square Ft.	8,400.00	

**Building Information**

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1949			3,089	

**Extra Features**

Description	Year Built	Units	Calc Value
-------------	------------	-------	------------

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 1/23/2020

**Property Information**

Folio: 03-4117-008-4510

Property Address: 516 MALAGA AVE

## Roll Year 2018 Land, Building and Extra-Feature Details

**Land Information**

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	A-13	5002	Square Ft.	8,400.00	

**Building Information**

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1949			3,089	

**Extra Features**

Description	Year Built	Units	Calc Value
-------------	------------	-------	------------

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 1/23/2020

## Property Information

Folio: 03-4117-008-4510

Property Address: 516 MALAGA AVE Coral Gables, FL 33134-6563

## Roll Year 2017 Land, Building and Extra-Feature Details

Land Information					
The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	A-13	5002	Square Ft.	8,400.00	

Building Information						
The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1949			3,089	

Extra Features			
Description	Year Built	Units	Calc Value

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 1/23/2020

**Property Information**

Folio: 03-4117-008-4510

Property Address: 516 MALAGA AVE

**Full Legal Description**

CORAL GABLES BILTMORE SEC

LOT 8 LESS W16FT THEREOF &amp;

ALL LOT 9 BLK 28 PB 20-28

LOT SIZE 84.000 X 100

OR 16141-3156 1193 1

**Sales Information**

Previous Sale	Price	OR Book-Page	Qualification Description
11/01/1993	\$0	16141-3155	Sales which are disqualified as a result of examination of the deed
11/01/1993	\$290,000	16141-3156	Sales which are qualified
12/01/1979	\$155,000	10606-2130	Sales which are qualified
07/01/1973	\$79,166	00000-00000	Sales which are qualified

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Version:

**List of service addresses for January 2020 unsafe structures cases**

N.B., for all of the exhibits that contain a mortgage, I included the entire mortgage to be complete, but suggest that you delete all but the first and signature pages for the copies that are to be placed on the agenda.

- 1) 516 Malaga Ave - This property has a recently recorded notice of commencement for a contractor who is repairing a storefront facade. I would not include it in the exhibits, but if the contractor claims a lien within a year of the recording date, the contractor will have to be added to the list of interested parties, if the case goes forward to demolition.

<b><u>Owner (property appraiser address)</u></b> Fabre Group Inc. 12973 SW 112 St, #389 Miami, FL 33186-4768	<b><u>Owner (RA address)</u></b> Fabre Group Inc. c/o Miriam P. Kross 118 Mockingbird Rd Tavernier, FL 33070-2224
<b><u>First Mortgagee (successor to original mortgagee)</u></b> City National Bank of Florida 25 W Flagler St Miami, FL 33130-1712	

**CITY'S**

**EXHIBIT**

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[Citizen Services](#)
[Business Services](#)
[Back to Coral Gables.com](#)

**Permits and Inspections: Search Results**

[Logon](#)
[Help](#)
[Contact](#)

**New Permit Search**

### Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
RV-19-12-3822	12/05/2019	516 MALAGA AVE	REVISION TO PERMIT	REVISION TO HAVE ELECTRICAL SERVICE UNDERGROUND	final	12/12/2019	12/12/2019	0.00
ZN-19-07-5737	07/30/2019	516 MALAGA AVE	PAINT / RESURFACE FL / CLEAN	*COMMERCIAL* PRESSURE CLEAN AND PAINT EXTERIOR WALLS SW 6372 AND TRIM WHITEE & MINOR STUCCO REPAIR-\$1,500	final	07/30/2019	10/03/2019	0.00
EL-19-06-5744	06/25/2019	516 MALAGA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	CANCELLED *SERVICE REPAIR \$9,416	canceled		06/25/2019	0.00
RC-19-05-4959	05/09/2019	516 MALAGA AVE	BLDG RECERT / CRB	BUILDING RECERTIFICATION (1949) CONSTRUCTION REGULATION BOARD CASE #20- AND UNSAFE STRUCTURES	issued	05/09/2019		600.00
EL-19-05-4966	05/09/2019	516 MALAGA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	SERVICE REPAIR - NEW STACK METER - \$9,416. DUE TO 40 YEAR. REFERENCE RC19054959	issued	07/10/2019		0.00
CE-15-09-4448	09/17/2015	516 MALAGA AVE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	10/01/2015	10/01/2015	0.00
ZN-12-11-0694	11/13/2012	516 MALAGA AVE	PAINT / RESURFACE FL / CLEAN	PAINT/CLEAN EXTERIOR WALLS SW 6372 AND TRIM WHITE \$300	final	11/13/2012	05/21/2013	0.00
CE-10-05-3297	05/04/2010	516 MALAGA AVE	CODE ENF TICKET PROCESS - NO RUNNING FINE	OLD CHAIRS ON SWALE PRIOR TO PICK UP DAY	final	05/04/2010	06/03/2010	0.00
CE-10-02-4060	02/26/2010	516 MALAGA AVE	CODE ENF WARNING PROCESS	WT4660 54-153 CITY CODE (DAY) TRASH HOUSEHOLD GARBAGE AND CONSTRUCTION DEBRIS ON RIGHT OF WAY PRIOR TO PICK UP	final	02/26/2010	03/25/2011	0.00
CE-09-06-3084	06/24/2009	516 MALAGA AVE	CODE ENF WARNING PROCESS	WT2013 5-1404 ZONING CODE (PAK) VEHICLE PARKED ON	pending	06/24/2009		0.00

**CITY'S**

**EXHIBIT**

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LAWN/UNAPPROVED  
SURFACE

The City's online services are protected with an [SSL encryption certificate](#). For technical assistance, please call 305-569-2448 (8am-5pm, M-F).





## City of Coral Gables Fire Department

### Fire Prevention Division

2815 Salzedo Street, Coral Gables, FL 33134  
Fax (305) 460-5598

The items noted below are in violation of the Florida Fire Prevention Code and/or the Florida Administrative Code. Nothing in this report supersedes any previously written, still existing violations for this occupancy/building. You are directed to comply with corrective measures as indicated.

<b>Occupant Name:</b>	516 Malaga Ave. Apartments - 4 units	<b>Inspection Date:</b>	9/26/2019
<b>Address:</b>	516 Malaga Avenue	<b>Inspection Type:</b>	AA-Tactical, Apartment / Condo
<b>City:</b>	Coral Gables	<b>Inspected By:</b>	Jonathan Ralph 305-460-5563 fireprevention@coralgables.com
<b>Suite:</b>		<b>Occ. Sq. Ft.:</b>	0
		<b>Occupant Number:</b>	018188

Insp. Result	Location	Code Set	Code
<b>Fail</b>	Floor 1	FL NFPA 01 2015 Storage not allowed in mech, elec, boiler rms	10.18.5.1 - NO Storage in Electrical, Mechanical, or Boiler rooms.

**Inspector Comments:** Keep Electrical, Mechanical and Boiler rooms free of storage at all times.

A re-inspection will occur on or after 10/29/2019.

Failure to correct violations within 15 days of re-inspection is subject to penalties up to and including the issuance of Civil Citations in the amount of \$200 per violation / per day.

Failure to provide immediate corrective measures when required, may result in administrative action including but not limited to: mandatory fire watch, building evacuation, or stoppage of all work.

Per City Ordinance 30-4, a Fire Inspection Fee will be billed for this inspection. All fees are subject to change without prior notice.

Thank you for your assistance. If you have any additional questions or to schedule an inspection, please contact the inspector listed at the top of this report.

**Company Representative:**

Signature: *Not available*  
not available  
9/26/2019

**CITY'S**

**EXHIBIT**

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Signature valid only in mobile-eye documents

Ref: 81986



## The City of Coral Gables

### Development Services Department

CITY HALL 405 BILTMORE WAY  
CORAL GABLES, FLORIDA 33134

February 11, 2019

### VIA CERTIFIED MAIL

7018 0680 0001 3977 4450

FABRE GROUP INC  
12973 SW 112 ST #389  
MIAMI, FL 33186

RE: 516 MALAGA AVE  
FOLIO # 03-4117-008-4510

Notice of Required Inspection For Recertification of 40 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in 1949. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a completed Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the date of this letter. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be approved by this Department and the Letter of Recertification must be issued.

Once a completed Report is submitted to this Department and repairs or modifications are found to be necessary, the Building Official is able to grant an extension of one hundred fifty (150) calendar days from the date of this letter to obtain the necessary permits and perform the repairs. The structure will be recertified once a *revised* Report is submitted and approved, and all required permits are closed.

The Architect or Engineer may obtain the required Form, "*Minimum Inspection Procedural Guidelines for Building Recertification*," from the following link: [http://www.miamidade.gov/pa/property\\_recertification.asp](http://www.miamidade.gov/pa/property_recertification.asp). The Recertification Report fee of \$380.63 and additional document and filing fees shall be submitted to the Development Services Department, 405 Biltmore Way, 3<sup>rd</sup> Floor, Coral Gables, Florida, 33134. In order to avoid delays submit in person in order to calculate the fees accordingly.

Failure to submit the required Report within the allowed time will result in declaring the structure unsafe and referring the matter to the City's Construction Regulation Board ("Board") without further notice; a \$600.00 administrative fee will be imposed at that time. The Board may impose additional fines of \$250.00 for each day the violation continues, may enter an order of demolition, and may assess all costs of the proceedings along with the cost of demolition and any other required action.

The completed Report may be submitted Monday through Friday, 7:30 am to 3:20 pm to this Department.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.  
Building Official

**CITY'S**

**EXHIBIT**

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# USPS Tracking®

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70180680000139774450[Remove X](#)

Your item was delivered to an individual at the address at 10:45 am on February 13, 2019 in MIAMI, FL 33186.

## Delivered

February 13, 2019 at 10:45 am  
Delivered, Left with Individual  
MIAMI, FL 33186

[Feedback](#)

---

### Tracking History

**February 13, 2019, 10:45 am**

Delivered, Left with Individual  
MIAMI, FL 33186

Your item was delivered to an individual at the address at 10:45 am on February 13, 2019 in MIAMI, FL 33186.

**February 13, 2019, 12:28 am**

Departed USPS Regional Facility  
MIAMI FL DISTRIBUTION CENTER

**February 12, 2019, 7:41 pm**  
Arrived at USPS Regional Facility  
MIAMI FL DISTRIBUTION CENTER

---

**Product Information**



**Postal Product:**

**Features:**  
Certified Mail™

---

**See Less** ^

**Can't find what you're looking for?**

Go to our FAQs section to find answers to your tracking questions.

**FAQs**

Feedback



## The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY

CORAL GABLES, FLORIDA 33134

May 9, 2019

Fabre Group Inc.  
12973 S.W. 112<sup>th</sup> Street #389  
Miami, Florida 33186

**ADDRESS: 516 Malaga Avenue**  
**PROPERTY FOLIO #: 03-4117-008-4510**

Dear Property Owner:

This Department has received the Building Recertification Report ("Report") you submitted for the above property address. Please note the Report indicates remedial repairs must be done to the structure in order for it to meet minimum requirements stipulated for safe occupancy as prescribed in the Miami-Dade County Code, Section 8-11.

Pursuant to said Code, you must complete the repairs **one hundred and fifty (150) calendar days from the date of the recertification notice, February 11, 2019**. Once the repairs have been completed the original architect/engineer shall provide a follow-up completed Report and cover letter(s) indicating the building is now recommended for recertification.

If you have any questions regarding the specific repairs identified in the Report please contact the original architect/engineer which prepared the Report.

Sincerely,

A handwritten signature in black ink, appearing to read "Manuel Z. Lopez", with a stylized flourish at the end.

Manuel Z. Lopez, P.E.  
Building Official

**BEFORE THE CONSTRUCTION REGULATION BOARD**  
**FOR THE CITY OF CORAL GABLES**

CITY OF CORAL GABLES,  
Petitioner,

Case No. 20-1096

vs.

FABRE GROUP INC  
12973 SW 112 ST, #389  
MIAMI, FL 33186

Return receipt number:

7019 1120 0000 2229 2862

Respondent.

**NOTICE OF UNSAFE STRUCTURE VIOLATION FOR FAILURE TO RECERTIFY  
AND NOTICE OF HEARING**

Date: January 27, 2020

Re: 516 MALAGA AVE, CORAL GABLES, FL. 33134-6563, LOT 8 LESS W16FT THEREOF & ALL LOT 9 BLK 28 CORAL GABLES BILTMORE SEC, PB 20-28 and 03-4117-008-4510 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-186(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

**Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2<sup>nd</sup> Florida, Coral Gables, Florida 33134, on February 10, 2020, at 2:00 p.m.**

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to Virginia Goizueta, Acting Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel.: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

If the Required Action is not completed before the above hearing date, the Building Official may order that

CITY'S

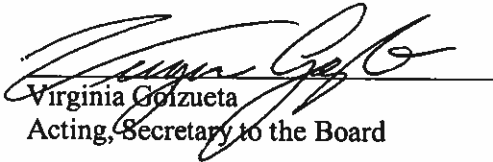
EXHIBIT

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the structure be vacated, boarded, secured, and posted (including but not limited to, requesting the electric utility to terminate service to the Structure) to prevent further occupancy until the Required Action is completed. The Building Official may also order demolition of the Structure and the City may recover the costs incurred against the Property and the Owner of record.

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed \$250 for each day the violation continues past the date set for compliance and may also enter an order of demolition and assess all costs of the proceedings, in an amount not less than \$600, and the costs of demolition and other required action, for which the City shall have a lien against the Property owner and the Property.

Please govern yourself accordingly.

  
Virginia Goizueta  
Acting, Secretary to the Board

#### ADA NOTICES

Any person who acts as a lobbyist pursuant to the City of Coral Gables Ordinance No. 2006-11, must register with the City Clerk, prior to engaging in lobbying activities before the city staff, boards, committees and/or the City Commission. A copy of the Ordinance is available in the Office of the City Clerk, City Hall.

**Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Board, with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based. Although a court reporter usually attends the hearing at the City's cost, the City is not required to provide a transcript of the hearing, which the Respondent may request at the Respondent's cost.**

Any person who needs assistance in another language in order to speak during the public hearing or public comment portion of the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: [relejabarrieta@coralgables.com](mailto:relejabarrieta@coralgables.com), Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

Any person with a disability requiring communication assistance (such as a sign language interpreter or other auxiliary aide or service) in order to attend or participate in the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: [relejabarrieta@coralgables.com](mailto:relejabarrieta@coralgables.com), Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

c:

Fabre Group Inc. c/o Miriam P. Kross 118 Mockingbird Rd Tavernier, FL 33070-2224  
City National Bank of Florida 25 W Flagler St Miami, FL 33130-1712





CITY OF CORAL GABLES  
DEVELOPMENT SERVICES DEPARTMENT  
Affidavit of Posting

Case #: 20-1096

Title of Document Posted: Construction Regulation Board, Notice of Unsafe Structure Violation  
For Failure To Recertify and Notice of Hearing

I, EDUARDO MARTIN, DO HEREBY SWEAR/AFFIRM THAT  
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE  
ADDRESS OF 516 Malaga Ave, ON 1/27/2020  
AT 9:00 a.m.

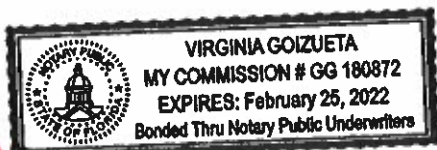
EDUARDO MARTIN  
Employee's Printed Name

Eduardo Martin  
Employee's Signature

STATE OF FLORIDA )  
ss.  
COUNTY OF MIAMI-DADE )

Sworn to (or affirmed) and subscribed before me this 27 day of January, in  
the year 2020, by Eduardo Martin who is personally known to  
me.

My Commission Expires:



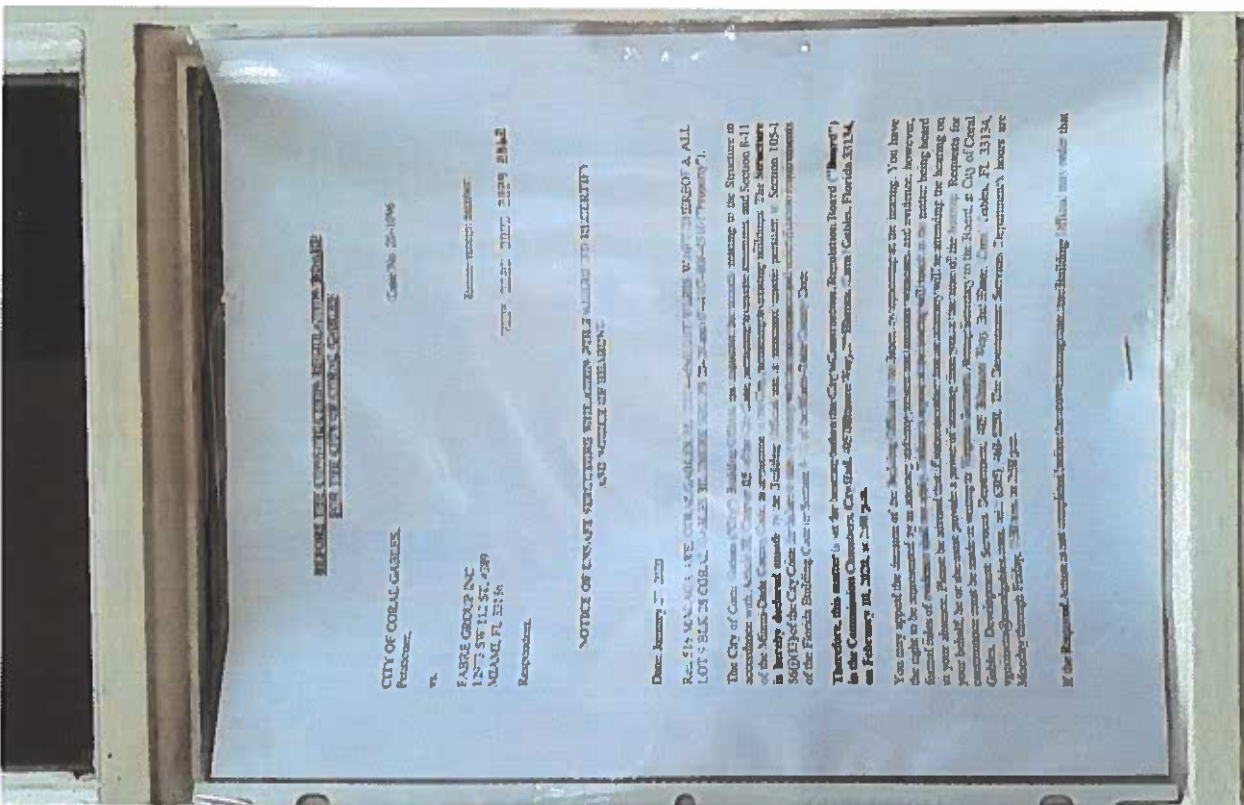
[Signature]  
Notary Public

CITY'S  
EXHIBIT 7



CITY'S

EXHIBIT 8





OFF. REC. 16141M3156

This instrument prepared by:  
A. ROSEMARY SALA, P.A.  
104 Crandon Blvd. Suite 302  
Key Biscayne, FL 33149

Grantee's S.S#: 65-0254773

Property I.D. No.: 03-41 17-008-4510

93RS80292 1993 NOV 24 10:09

DEEDSTPDEE 1:740.00 SURTY 1:305.00  
PARCELS REVIEWED, CLERK, DADE COUNTY, FLWARRANTY DEED

THIS INDENTURE, made this 19 day of November, 1993, between AUBURN INVESTMENT CORP., a Florida corporation, whose post office address is 12 Alhambra Circle, Suite 2, Coral Gables, FL 33134, of the County of Dade, State of Florida, grantor\*, and THE FABRE GROUP, INC., a Florida corporation, whose post office address is 600 B. Avenue #1104, Coral Gables, FL 33134, of the County of Dade, State of Florida, grantee\*,

WITNESSETH the said grantor, for and in consideration of the sum of TEN (\$10.00) Dollars, and other good and valuable consideration 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 Dade County, Florida, to-wit:

Lot 8, less the West 16 feet thereof, and all of Lot 9, Block 28, of CORAL GABLES BILTMORE SECTION, according to the Plat thereof, as recorded in Plat Book 20, at Page 20, of the Public Records of Dade County, Florida; a/k/a 516 Malaga Avenue, Coral Gables, Florida.

Subject to:

1. Taxes for the year 1993 and subsequent years.
2. Zoning, restrictions, prohibitions, and other requirements imposed by governmental authority.
3. Restrictions and matters appearing on the Plat or otherwise common to the subdivision.
4. Public utility easements of record.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

\*Grantor and grantee are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

CITY'S

EXHIBIT 9

OFF. REC. 1614163157

Signed, sealed and delivered in our presence:

AUBURN INVESTMENT CORP., a  
Florida corporationPrint Name: Eduardo Gonzalez Lian

EDUARDO GONZALEZ LIAN, President

Print Name: Melissa P. RubinSTATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 19th day of November, 1993, by EDUARDO GONZALEZ LIAN, as President of AUBURN INVESTMENT CORP., a Florida corporation, who is personally known to me or who has produced known as identification and who did take an oath and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of the corporation.

19 WITNESS my hand and official seal in the County and State last aforesaid this day of November, 1993.

(SEAL)

Notary Public

Print Name: Melissa P. Rubin

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: JAN. 29, 1996  
DONOR: THE NOTARY PUBLICS OF FLORIDA

RECORDS IN OFFICIAL REGISTRATION  
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## Detail by Entity Name

Florida Profit Corporation  
THE FABRE GROUP, INC.

### Filing Information

<b>Document Number</b>	L79912
<b>FEI/EIN Number</b>	65-0254773
<b>Date Filed</b>	06/13/1990
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

118 Mockingbird Road  
Tavernier, FL 33070

Changed: 04/29/2016

### Mailing Address

118 Mockingbird Road  
Tavernier, FL 33070

Changed: 04/29/2016

### Registered Agent Name & Address

KROSS, MIRIAM P  
118 Mockingbird Road  
Tavernier, FL 33070

Name Changed: 04/18/2011

Address Changed: 04/29/2016

### Officer/Director Detail

#### **Name & Address**

Title P

KROSS, MIRIAM  
118 Mockingbird Road  
Tavernier, FL 33070

Title Treasurer

FABRE, ALVARO  
118 Mockingbird Road  
Tavernier, FL 33070

Title Secretary

Fabre, Ernesto  
118 Mockingbird Road  
Tavernier, FL 33070

Title Director

Fabre, Paul  
118 Mockingbird Road  
Tavernier, FL 33070

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2017	04/13/2017
2018	03/21/2018
2019	03/14/2019

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**RECORDATION REQUESTED BY:**

TOTALBANK  
Downtown Banking Center  
100 SE 2 Street, 14 Floor  
Miami, FL 33131

**WHEN RECORDED MAIL TO:**

TOTALBANK  
100 SE 2 Street, 14 Floor  
Miami, FL 33131

---

This Mortgage prepared by:

Name: Carla I. Garcia, Esq.  
Company: TOTALBANK  
Address: 100 SE 2 Street, 14 Floor, Miami, FL 33131

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## MORTGAGE

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$1,500,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

**THIS MORTGAGE** dated September 28, 2015, is made and executed between The Fabre Group, Inc., a Florida corporation, whose address is 12973 SW 112 Street, #389, Miami, FL 33186 (referred to below as "Grantor") and TOTALBANK, whose address is 100 SE 2 Street, 14 Floor, Miami, FL 33131 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Miami-Dade County, State of Florida:

**Parcel I:**

Lot 8, less the west 16 feet thereof, and all of Lot 9, Block 28, Coral Gables Biltmore Section, according to the plat thereof, as recorded in Plat Book 20 page 28, of the Public Records of Miami-Dade County, Florida.

**Parcel II:**

Lots 10, 11, 12, and 13, Block 28, Coral Gables Biltmore Section, according to the plat thereof, as recorded in Plat Book 20 page 28, of the Public Records of Miami-Dade County, Florida.

The Real Property or its address is commonly known as 504 and 516 Malaga Avenue, Coral Gables, FL 33134. The Real Property tax identification number is 03-4117-008-4520 and 03-4117-008-4510.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender at Lender's option, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$750,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

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**MORTGAGE  
(Continued)**

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**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Subsequent Liens.** Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments,

**MORTGAGE  
(Continued)**

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water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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**MORTGAGE  
(Continued)**

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**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in fact are a part of this Mortgage:

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**MORTGAGE  
(Continued)**

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**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Default will occur if payment in full is not made immediately when due.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender, Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

**Appoint Receiver.** In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in

## MORTGAGE (Continued)

Loan No: 1540354160

Page 6

conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Miami-Dade County, State of Florida.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under

Loan No: 1540354160

**MORTGAGE  
(Continued)**

Page 7

the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means The Fabre Group, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Grantor.** The word "Grantor" means The Fabre Group, Inc..

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means TOTALBANK, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated September 28, 2015, in the original principal amount of \$750,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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**MORTGAGE  
(Continued)**

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

THE FABRE GROUP, INC.

By:

Miriam Kross, President of The Fabre Group, Inc.

WITNESSES:

X

Carla I. Garcia

X

Guillermo Marrero**CORPORATE ACKNOWLEDGMENT**

STATE OF

Florida

)

COUNTY OF

Miami-Dade

) SS

)

The foregoing instrument was acknowledged before me this

28

day of

September, 2015

by Miriam Kross, President of The Fabre Group, Inc., a Florida corporation, each on behalf of the corporation. He or she is personally known to me or has produced

as identification.

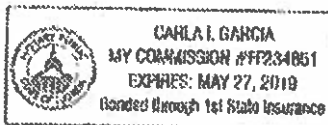
Carla I. Garcia

(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)





CFN: 20160233085 BOOK 30045 PAGE 2210  
DATE: 04/20/2016 02:50:21 PM  
MTG DOC 2,625.00  
INTANGIBLE 1,500.00  
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**RECORDATION REQUESTED BY:**

TOTALBANK  
Downtown Banking Center  
100 SE 2 Street, 14 Floor  
Miami, FL 33131

**WHEN RECORDED MAIL TO:**

TOTALBANK  
100 SE 2 Street, 14 Floor  
Miami, FL 33131

---

**This Mortgage prepared by:**

Name: Carla I. Garcia, Esq.  
Company: TOTALBANK  
Address: 100 SE 2 Street, 14 Floor, Miami, FL 33131

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**MORTGAGE**

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$1,500,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

**THIS MORTGAGE** dated April 18, 2016, is made and executed between The Fabre Group II, Inc., a Florida corporation, whose address is 12973 SW 112 Street, #389, Miami, FL 33186 (referred to below as "Grantor") and TOTALBANK, whose address is 100 SE 2 Street, 14 Floor, Miami, FL 33131 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Miami-Dade County, State of Florida:

Lot 6, less the West 34 feet thereof, and all of Lot 7 and the West 16 feet of Lot 8, and all of Lots 18, 19, 20, and 21, Block 28, Coral Gables Biltmore Section, according to the plat thereof, as recorded in Plat Book 20 page 28, of the Public Records of Miami-Dade County, Florida.

The Real Property or its address is commonly known as 522 Malaga Avenue, 521, 525 and 529 Santander Avenue, Coral Gables, FL 33134. The Real Property tax identification number is 03-4117-008-4500; 03-4117-008-4560; 03-4117-088-4570; 03-4117-008-4580.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender at Lender's option, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$750,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage

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**MORTGAGE  
(Continued)**

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the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Subsequent Liens.** Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender,

Loan No: 1540354260

**MORTGAGE  
(Continued)**

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and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all

Loan No: 1540354260

**MORTGAGE  
(Continued)**

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liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real Property and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all

Loan No: 1540354260

**MORTGAGE  
(Continued)**

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such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Default will occur if payment of the indebtedness in full is not made immediately when due.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

**Appoint Receiver.** In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make

Loan No: 1540354260

**MORTGAGE  
(Continued)**

Page 6

expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Miami-Dade County, State of Florida.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

Loan No: 1540354260

**MORTGAGE  
(Continued)**

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**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means The Fabre Group II, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Grantor.** The word "Grantor" means The Fabre Group II, Inc..

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means TOTALBANK, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated April 18, 2018, in the original principal amount of \$750,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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**MORTGAGE  
(Continued)**

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE. AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

THE FABRE GROUP II, INC.

By:

Miriam Kross, President of The Fabre Group II, Inc.

WITNESSES:

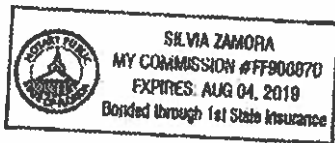
X

Miriel Troy

X

Jennifer Gil**CORPORATE ACKNOWLEDGMENT**STATE OF FloridaCOUNTY OF Miami Dade)  
)  
)  
)  
)

The foregoing instrument was acknowledged before me this 18 day of April, 2016  
by Miriam Kross, President of The Fabre Group II, Inc., a Florida corporation, each on behalf of the corporation. He or she is personally  
known to me or has produced FLDL 1420540625930 as identification.

[Signature]  
(Signature of Person Taking Acknowledgment)Silvia zamora  
(Name of Acknowledger Typed, Printed or Stamped)Bank Officer  
(Title or Rank)

(Serial Number, if any)



**TotalBank (FDIC # 21468)**

**Inactive** as of June 15, 2018

Merged or acquired without government assistance

Data as of: January 15, 2020

**TotalBank** is no longer doing business under that name because it has been merged or acquired without government assistance. See the successor institution, City National Bank of Florida (FDIC #: 20234)

<b>FDIC Certificate#:</b>	<b>21468</b>
<b>Headquarters:</b>	100 Se 2nd Street, 32nd Floor Miami, FL 33131 Miami-Dade County
<b>Established:</b>	March 5, 1974
<b>Insured:</b>	March 5, 1974
<b>Bank Charter Class:</b>	Non-member of the Federal Reserve System
<b>Contact the FDIC about:</b>	
TotalBank or City National Bank of Florida	

- Locations

History

Identifications

Financials

Other Names / Websites

**Location information is not available for inactive or renamed banks**

**City National Bank of Florida (FDIC # 20234)****Active Insured Since August 12, 1970****Data as of:** January 15, 2020**City National Bank of Florida** is an active bank

**FDIC Certificate#:** 20234      **Established:** August 12, 1970      **Corporate Website:** www.citynational.com  
**Headquarters:** 25 West Flagler Street, Miami, FL 33101      **Insured:** August 12, 1970      **Consumer Assistance:** http://www.helpwithmybank.gov  
**Locations:** 32 domestic in 1 states, 0 in territories, and 0 in foreign locations      **Bank Charter Class:** National Bank      **Contact the FDIC about:** City National Bank of Florida  
**Primary Federal Regulator:** Office of the Comptroller of the Currency      **Secondary Federal Regulator:** Consumer Financial Protection Bureau

Locations

History

Identifications

Financials

Other Names / Websites

**Showing 1 to 25 of 32 entries**

UNINUM	Number	Name	Address	County	City	State	Zip	Service Type	Established Date	Acquired Date
250544	11	Aventura Branch	2999 N.E. 191 Street, Ste 100	Miami-Dade	Aventura	FL	33180	Full Service Brick and Mortar Office	12/11/1995	
250549	16	Boca Del Mar	7000 West Palmetto Park Road Suite 100	Palm Beach	Boca Raton	FL	33433	Full Service Brick and Mortar Office	01/25/1999	
250550	17	Boca Raton Branch	641 South Federal Highway	Palm Beach	Boca Raton	FL	33432	Full Service Brick and Mortar Office	07/19/1999	
11634	2	Coral Gables Branch	2855 S Le Jeune Road	Miami-Dade	Coral Gables	FL	33134	Full Service Brick and Mortar Office	09/24/1956	05/31/1987
516681	29	Coral Springs Branch	9750 West Atlantic Blvd	Broward	Coral Springs	FL	33071	Full Service Brick and Mortar Office	01/31/2011	
432110	21	Delray Beach Branch	1120 South Federal Highway	Palm Beach	Delray Beach	FL	33483	Full Service Brick and Mortar Office	08/02/2004	
474206	41	Doral Branch Office	8790 N.W. 25th Street	Miami-Dade	Doral	FL	33172	Full Service Brick and Mortar Office	04/14/2008	06/15/2018
250546	13	Las Olas Branch	450 East Las Olas Boulevard	Broward	Fort Lauderdale	FL	33301	Full Service Brick and Mortar Office	04/14/1997	
9793	1	Hallandale Branch	1995 East Hallandale Beach Boulevard	Broward	Hallandale	FL	33009	Full Service Brick and Mortar Office	05/26/1937	05/31/1987
443348	40	Hialeah Branch Office	5410 West 16th Avenue	Miami-Dade	Hialeah	FL	33012	Full Service Brick and Mortar Office	08/08/2005	06/15/2018
495409	25	Yough Circle Branch	1845 Hollywood Boulevard	Broward	Hollywood	FL	33020	Full Service Brick and Mortar Office	09/22/2009	
13915		City National Bank Of Florida	25 West Flagler Street	Miami-Dade	Miami	FL	33101	Full Service Brick and Mortar Office	08/12/1970	
15230	3	Galloway Banking Center	6975 Sw 87th Avenue	Miami-Dade	Miami	FL	33173	Full Service Brick and Mortar Office	04/04/1975	05/31/1987
250543	10	Brickell Branch	1450 Brickell Avenue, Suite 100	Miami-Dade	Miami	FL	33131	Full Service Brick and Mortar Office	12/01/1989	
363583	18	Pinecrest Branch	11675 South Dixie Highway	Miami-Dade	Miami	FL	33156	Full Service Brick and Mortar Office	04/17/2002	
505894	28	Kendall Branch	13780 Sw 88th Street	Miami-Dade	Miami	FL	33186	Full Service Brick and Mortar Office	01/15/2010	
531797	31	South Miami Branch	6388 South Dixie Hwy	Miami-Dade	Miami	FL	33143	Full Service Brick and Mortar Office	06/18/2012	
14848	32	Miami Tower Br	100 Se 2nd Street, 32nd Floor	Miami-Dade	Miami	FL	33131	Limited Service Administrative Office	03/05/1974	06/15/2018
252916	33	19th Street Drive-In	1920 S.W. 27th Avenue	Miami-Dade	Miami	FL	33145	Limited Service Facility Office	01/05/1976	06/15/2018
17074	34	Downtown Banking Center Branch	100 Se 2nd Street	Miami-Dade	Miami	FL	33131	Full Service Brick and Mortar Office	04/21/1983	06/15/2018

257516	35	Bird Road Branch	8311 S.W. 40th Street	Miami-Dade	Miami	FL	33155	Full Service Brick and Mortar Office	04/23/1990	06/15/2018
489411	42	London Square Banking Center	13400 S.W. 120th Street	Miami-Dade	Miami	FL	33186	Full Service Brick and Mortar Office	02/09/2009	06/15/2018
571955	50	Coral Way	2720 Coral Way	Miami-Dade	Miami	FL	33145	Full Service Brick and Mortar Office	07/14/2014	06/15/2018
10657	4	Miami Beach Branch	300 71st St	Miami-Dade	Miami Beach	FL	33141	Full Service Brick and Mortar Office	10/15/1946	05/31/1987
250541	8	41st Street Branch	475 Arthur Godfrey Road	Miami-Dade	Miami Beach	FL	33140	Full Service Brick and Mortar Office	10/19/1988	

# ARCBUILDERS AND GROUP INC.

The RECERTIFICATION Specialist for Three Decades.

7301 S.W. 83 Court  
Miami, FL 33143-3821  
T (305) 275-6310 | (954) 524-8928  
F (305) 275-6309  
F2 (888) 744-8925  
www.arcbuildersandgroup.com

RE: 03-4117-008-4510

DATE: MARCH 25, 2019

OWNER NAME: FABRE GROUP INC

PROPERTY ADDRESS: 516 MALAGA AVE, CORAL GABLES, FL 33134

DATE of INSPECTION FOR PURPOSES OF THIS DOCUMENT: MARCH 14, 2019

City of Coral Gables Building Department

Mr. Manuel Z. Lopez, P.E., Building Official

ORIGINAL

Based on my evaluation as attached hereto of the aforementioned property, this building(s) requires both structural and electrical repairs/corrections/alterations for a safe continued use and occupancy as provided for Re-Certification.

Therefore, on behalf of my client, I am respectfully requesting that this building(s) be \*granted Re-certification per Section 8-11(f) of the Code of Miami-Dade County upon the proper completion of the items as contained herein, our subsequent verification and written notification to your office.

As routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee or warranty for any portion of the structure(s). To the best of my knowledge and ability, this report represents an accurate appraisal of the applicable and present condition of the building(s) based upon the careful evaluation of the observed conditions and documentation as provided by property owner, to the extent reasonably possible. Further it is understood by all parties to include the property owner that the recommendation for \*Re-Certification by Archbuilders and Group, Inc. or the granting of \*Re-Certification by the Building Department does not release or indemnify the property owner in any way or form from properly maintaining the subject property safe for continued use and occupancy at all times.

Thank you for your attention to this matter.

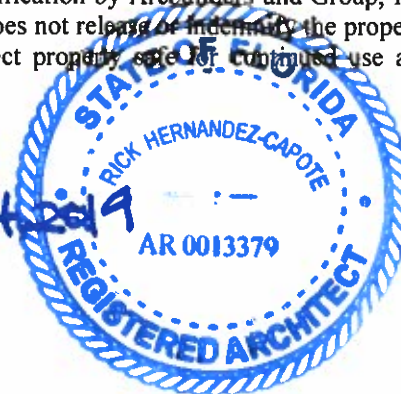
Very truly yours,

Rick Hernandez Capote, R.A., A.I.A., AR0013379

President

Dade County Building and Roofing Inspector BN2418

Special Inspector State of Florida No.0976



#### Additional

Comments: \*This report is prepared and is to be submitted to the Building Official as may be required for Re-Certification as referenced above, this report is not intended to be a buyer/seller inspection report nor is it to be used for any other purpose than that specifically stated herein. Archbuilders and Group, Inc makes no claim as to the validity of any documentation provided by owner and which we rely on for validity. Neither permit nor property history was made available or examined for purposes of this report. This report is not a zoning or code compliance report. The contents of this report is based on applicable areas made accessible at the time of the scheduled inspection, all other areas are excluded. No testing is part of this report. This report is not to be copied, faxed or altered in any way, additionally each page must bear the original signature and seal on each page or all contents is void and null. There is no warranty or guarantee expressed or implied and this document is not transferrable to any person or entity for any purpose. Any repairs/corrections/alterations must be performed in compliance with FBC, NEC and all applicable codes and ordinances. Should any violations or open permits exist all must be corrected prior to granting of Re-Certification. Accordingly the Building Official at his or her discretion or interpretation of the applicable codes may refuse to grant a recommendation of Re-Certification. This report is limited to the items specifically included by the Section 8-11 (f) of the Code of Miami-Dade County and does not include many aspects of compliance to include but not limited to ADA, plumbing, zoning, Fair Housing, NFPA, or certification of building code compliance.

CITY'S

EXHIBIT

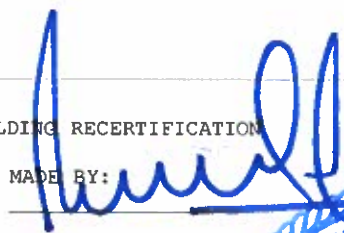
10

Architects • Permit Administrators • Special Inspectors • Project Managers •  
Violation Experts • General Contractors • Zoning Advisors

LIC. AAC001931 CGC1505483 A.I.A. AR0013379 BN2418 ID0003603

MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING RECERTIFICATION

INSPECTION COMMENCE  
DATE: March 14, 2019

INSPECTION MADE BY:  
SIGNATURE: 

INSPECTION COMPLETED  
DATE: March 14, 2019

PRINT NAME: Rick Hernandez-Capote, R.A.  
TITLE: AR 0013379, AAC001931

MUST BE SIGNED AND  
SEALED BY **ARCHITECT** OR  
ENGINEER

ADDRESS: 7301 SW 83 Court  
Miami-Dade, FL 33143  
PHONE: (305) 275-6310  
FAX: (305) 275-6309



1. Description of Structure:

- a. Name or Title: FABRE GROUP INC
- b. Property address: 516 MALAGA AVE, CORAL GABLES, FL 33134
- c. Legal description: CORAL GABLES BILTMORE SEC LOT 8 LESS W16FT
- d. Owner's name: Same as title
- e. Owner's mail address: 12973 SW 112 ST #389, MIAMI, FL 33186
- f. Building Official Folio Number: 03-4117-008-4510
- g. Building Code Occupancy Classification: MULTI FAMILY
- h. Present use: MULTI FAMILY 4 UNITS
- i. General description, type of construction, size, number of stories, and special features.  
CBS, two story, per Dade County Property Appraiser was built 1949, and has 3,089 ASF.
- j. Additions to original structure: **NONE OBSERVED at time of inspection.** No property permit history was either made available or reviewed for purposes of this report. Areas inspected were those made available by property owner/representative on day of inspection. All gas lines, all plumbing lines, meters and appliances and equipment are specifically excluded for purposes of this report, however we urge property owner to take any and all necessary precautions to assure that these items are properly maintained to protect property and above all life safety.

2. Present Condition of Structure:

- a. General alignment (note, good, fair, poor, explain if significant)
  1. Bulging- **PLEASE REFER TO 2B. TO BE VERIFIED WITH SELECTIVE DEMOLITION FOR ANALYSIS.**
  2. Settlement- **PLEASE REFER TO 2B. TO BE VERIFIED WITH SELECTIVE DEMOLITION FOR ANALYSIS.**
  3. Deflections- **PLEASE REFER TO 2B. TO BE VERIFIED WITH SELECTIVE DEMOLITION FOR ANALYSIS.**
  4. Expansion- **PLEASE REFER TO 2B. TO BE VERIFIED WITH SELECTIVE DEMOLITION FOR ANALYSIS.**
  5. Contraction- **PLEASE REFER TO 2B. TO BE VERIFIED WITH SELECTIVE DEMOLITION FOR ANALYSIS.**

This report is not a Buyers Report, Due Diligence, Insurance Inspection, Mitigation Document or for any other purpose other than to be prepared and submitted to the Building Official solely in accordance and with the purpose of compliance with Section 8-11 (f) of the Code of Miami-Dade County, any other use is strictly prohibited and voids all content. This report must bear the original signature and embossed seal on each page or it is void of all contents. This report is not transferable to any party. Copying, faxing and/or any alteration of this report is strictly prohibited and voids all content. Both Building (Structural) and Electrical Reports must be attached and accompanied by a cover letter to the building official. As routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure(s). We rely on the validity of documentation provided by owner for repairs/alterations/corrections. No property/permit history was either made available or reviewed for purposes of this report. No testing is part of this inspection, only visual observations were conducted of areas and components as made accessible by property owner. Any repairs/alterations/modifications must be in compliance with FBC, NEC and all applicable codes and ordinances. If any violations or open permits exist all must be corrected prior to granting of Re-Certification. Further, it is understood by all parties that regardless of the content of this report, by submitting this report to the Building Department, property owner is not exempt, released or indemnified from any responsibility and liability to continuously verify, correct, repair and maintain all components of this building safe for continued use and occupancy whether included in this limited inspection report or not.

- b. Portions showing distress (note beams, columns, structural walls, floors, roofs, other)

SELECTIVE DEMOLITION TO BE DONE AT NORTH WEST CORNER HORIZONTAL STUCCO BAND TO ASSESS STRUCTURAL REPAIRS THAT HAVE BEEN DONE AND ASSESS DAMAGE THAT HAS REOCCURRED. VISIBLE DISTRESS/OPEN CRACKS OBSERVED DAY OF INSPECTION. DUE TO AGE AND CURRENT VISIBLE CONDITION OF EXISTING ROOF, PROVIDE ROOF TESTING, I.E. DESTRUCTIVE TESTING SUCH AS A MOISTURE AND UPLIFT PULL TEST BY A CERTIFIED ROOF TESTING COMPANY TO FURTHER DETERMINE METHOD OF CORRECTION. REPAIR DAMAGED ROOF SOFFIT AND FASCIA AT SOUTH SIDE OF BUILDING. Any required corrections/repairs/alterations must be in compliance with FBC, NEC and all applicable codes and ordinances. This report is not for bidding or for permitting purposes. Additionally, property owner is responsible and liable to continuously maintain property safe for continued use and occupancy.

- c. Surface conditions - describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains.

PLEASE REFER TO 2B. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

- d. Cracks - note location in significant members. Identify crack size as HAIRLINE if barely discernable; FINE if less than 1mm in width; MEDIUM if between 1 and 2 mm in width; WIDE if over 2mm.

PLEASE REFER TO 2B. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

- e. General extent of deterioration - cracking or spalling of concrete or masonry; oxidation of metals; rot or borer attack in wood.

Normal condition for age and use of structure. Provide continued observations and inspections for termites and other possible agents that may cause deterioration, due to age of building. Also proactive preventive maintenance should be practiced. No testing for termites, other pest, deteriorating agent, contaminant or other is part of this examination or report. Fumigation to be provided on a regular basis by owner as needed.

- f. Previous patching or repairs

Continue preventative maintenance and repairs as may be necessary. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

- g. Nature of present loading - indicate residential, commercial, other estimate magnitude.

Structural loading remains stable, built 1949.

- h. Availability of original construction drawings - location description

Not at premise, during visual observations.

### 3. Inspections:

- a. Date of notice of required inspection: February 11, 2019
- b. Date(s) of actual inspection: March 14, 2019
- c. Name and qualification of individual submitting inspection report: RICARDO HERNANDEZ-CAPOTE  
Rick Hernandez-Capote, R.A. AR0013379, AAC001931



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- d. Description of any laboratory or other formal testing, if required, rather than manual or visual procedures:

Visual observations conducted at present. This report is a "snapshot" of observed conditions of accessible and applicable components on the day of inspection. No testing is part of this report. Additionally, we rely on the validity of documentation as may be provided by owner for repairs performed to their property and for which they are solely responsible and liable for assuring they meet proper compliance with all applicable codes and life safety. Owner is to conduct proactive preventive maintenance to include any possible testing that may be necessary. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

- e. Structural repair - note appropriate line:

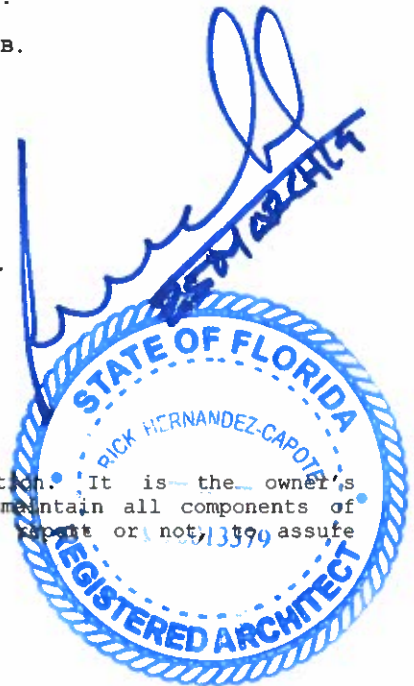
1. None required- ( )
2. Required- ( X ) - **PLEASE REFER TO 2B.**

4. Supporting data:

- a. See this report, sheets written data and hold harmless executed by owner.
- b. N/A photographs.
- c. N/A drawings or sketches.

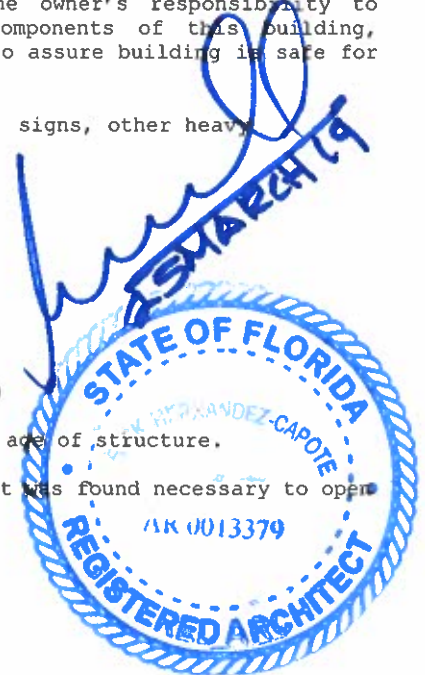
5. Masonry Bearing Walls - indicate good, fair, poor on appropriate lines:

- a. Concrete masonry units- **PENDING ASSESSMENT. PLEASE REFER TO 2B.**
- b. Clay tile or terra cotta units- **PENDING ASSESSMENT. PLEASE REFER TO 2B.**
- c. Reinforced concrete tie columns- **PENDING ASSESSMENT. PLEASE REFER TO 2B.**
- d. Reinforced concrete tie beams- **PENDING ASSESSMENT. PLEASE REFER TO 2B.**
- e. Lintels- **PENDING ASSESSMENT. PLEASE REFER TO 2B.**
- f. Other type bond beams- **PENDING ASSESSMENT. PLEASE REFER TO 2B.**
- g. Masonry finishes - exterior:
  1. Stucco- Fair to poor, for age of structure. **PLEASE REFER TO 2B.**
  2. Veneer- Good, for age of structure.
  3. Paint only- Good, for age of structure.
  4. Other (describe)- N/A
- h. Masonry finished - interior:
  1. Vapor barrier- Seemingly watertight at time of inspection. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.
  2. Furring and plaster- Good appearance
  3. Panelling- Good appearance
  4. Paint only- Good appearance
  5. Other (describe)- N/A



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- i. Cracks:
  - 1. Location - note beams, columns, other- Exterior bearing walls
  - 2. Description- **PLEASE REFER TO 2B.**
- j. Spalling:
  - 1. Location - note beams, columns, other- **PLEASE REFER TO 2B.**
  - 2. Description- **PLEASE REFER TO 2B.**
- k. Rebar corrosion - check appropriate line:
  - 1. None visible- ( )
  - 2. Minor - Patching will suffice- N/A
  - 3. Significant - but patching will suffice- N/A
  - 4. Significant - structural repairs required (describe) - **PLEASE REFER TO 2B.**
- l. Samples chipped out for examination in spall areas:
  - 1. No- (✓)
  - 2. Yes - describe color texture, aggregate, general quality- N/A
- 6. Floor and Roof Systems:
  - a. Roof:
    - 1. Describe (flat, sloped, type roofing, type roof deck, condition)  
  
**PLEASE REFER TO 2B.** HIP roof with clay tiles in fair to poor condition for age of building as visibly observed at units/areas made accessible at time of inspection. No testing is part of this report. Owner is to assure that roof is properly maintained to include proper drainage, preventive measures and upgrades as may be necessary. Age of roof, life expectancy or guarantee of condition is **not** part of this inspection report. Owner must keep in mind that the average life expectancy of a roof in South Florida can vary by design, age, maintenance and material. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.
    - 2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of supports:  
  
A/C wall units, seemingly secure.
    - 3. Note types of drains and scuppers and condition:  
  
Positive flow: Good condition for age of structure.
  - b. Floor system(s):
    - 1. Describe (type of system framing, material, spans, condition)  
  
Wood sub flooring first and second floor: Fair condition for age of structure.
  - c. Inspection - note exposed areas available for inspection and where it was found necessary to open ceilings, etc. for inspection of typical framing members.  
  
Visual observations conducted of open accessible framing.
- 7. Steel Framing Systems:
  - a. Description: None observed



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- b. Exposed Steel - describe condition of paint and degree of corrosion: N/A
- c. Concrete or other fireproofing - note any cracking or spalling and note where any covering was removed for inspection.

Visual observations done of open accessible areas on day of inspection

- d. Elevator sheave beams and connections, and machine floor beams - note condition:  
None

8. Concrete Framing Systems:

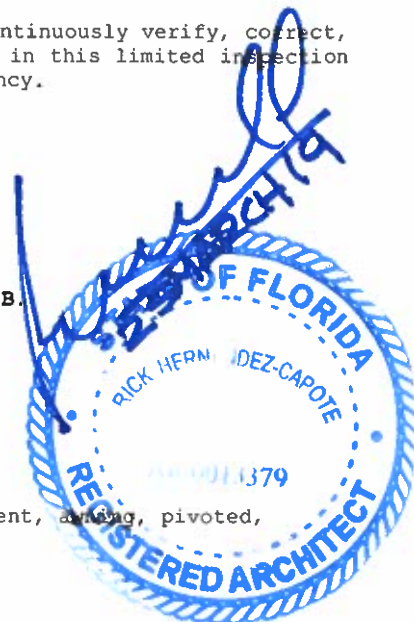
- a. Full description of structural system  
Concrete masonry units (C.M.U.), Concrete tie beams, grade beams, tie columns.
- b. Cracking:
  - 1. Not significant- **PLEASE REFER TO 2B.**
  - 2. Location and description of members effected and type cracking - Exterior bearing walls
- c. General condition:

**PLEASE REFER TO 2B**, built 1949. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

- d. Rebar corrosion - check appropriate line:
  - 1. None visible- ( )
  - 2. Minor - Patching will suffice- N/A
  - 3. Significant but patching will suffice- N/A
  - 4. Significant - structural repaired (describe)- **PLEASE REFER TO 2B.**
- e. Samples chipped out in spall areas:
  - 1. No- ( X )
  - 2. Yes - describe color, texture, aggregate, general quality: N/A

9. Windows:

- a. Type (wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other)  
Awning, affixed and shutters
- b. Anchorage - type and condition of fasteners and latches:  
Machine screws and bolts
- c. Sealants - type and condition of perimeter and sealants & at mullions:  
Good for age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.
- d. Interior seals - type & condition at operable vents:  
Good for age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.



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e. General condition:

Good for age of structure, preventative maintenance should continue. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

10. Wood Framing:

a. Type - fully describe if mill construction, light construction, major spans, trusses:

Wood sub flooring, hand-framed wood joist members and tongue and groove decking.

b. Note metal fittings i.e., angles, plates, bolts, split rings, pintles, other and note condition:

Suspected toe nailed angles, plates and bolts.

c. Joints - note if well fitted and still closed:

**PLEASE REFER TO 2B.** It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

d. Drainage - note accumulations of moisture:

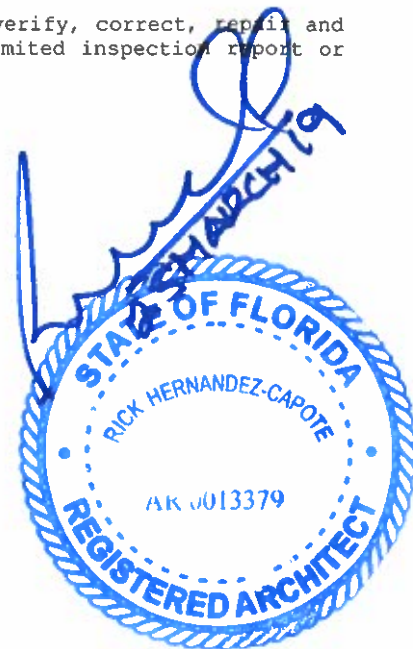
**PLEASE REFER TO 2B.** It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

e. Ventilation - note any concealed spaces not ventilated:

N/A

f. Note any concealed spaces opened for inspection:

Visual observations conducted of open and visibly accessible spaces.



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**CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS  
REQUIREMENTS IN CHAPTER 8C OF THE CODE OF MIAMI-DADE  
COUNTY**

DATE: MARCH 25, 2019

Re: FOLIO # 03-4117-008-4510  
Property Address: 516 MALAGA AVE, CORAL GABLES, FL 33134  
Building Description: TWO STORY MULTIFAMILY

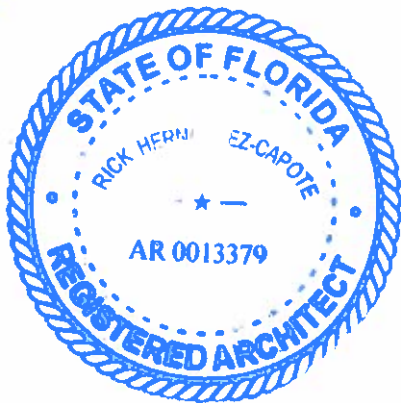
The undersigned states the following:

I am a Florida registered professional engineer or architect with an active license. On 03-14-2019, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one)

XX The parking lot(s) is not adjacent to or abutting a canal, lake or body of water.

       The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are protected by a guardrail that complies with Section 8C-6 of the Miami Dade County Code.

       The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are NOT protected by a guardrail that complies with Section 8C-6 of the Miami Dade County Code. I have advised the property owner that he/she must obtain a permit for the installation of the guardrails and obtain all required inspection approvals no later than April 10, 2014.



Seal of Architect or Engineer Executing the  
Certification Must Be Affixed in the Above Space

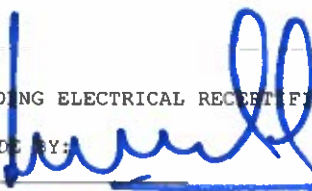
[Signature] 25 MARCH 2019  
(Signature)  
RICK L. HERNANDEZ (EZ-CAPOTE)  
(Print Name)  
LIC. NO. AR 0013379

## MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING ELECTRICAL RE-CERTIFICATION

INSPECTION COMMENCE  
DATE: March 14, 2019

INSPECTION COMPLETED  
DATE: March 14, 2019

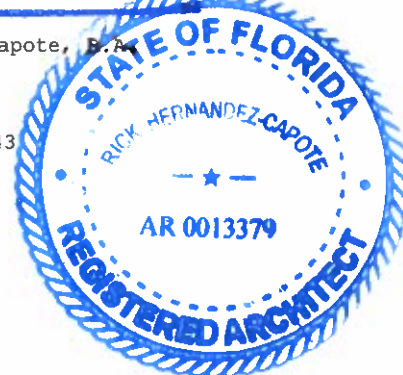
MUST BE SIGNED AND  
SEALED BY ARCHITECT OR  
ENGINEER

INSPECTION MADE BY:  
SIGNATURE: 

PRINT NAME: Rick Hernandez-Capote, P.A.  
TITLE: AR 0013379, AAC001931

ADDRESS: 7301 SW 83 Court  
Miami-Dade, FL 33143

PHONE: (305) 275-6310  
FAX: (305) 275-6309

Description of Structure:

- a. Name or Title: FABRE GROUP INC
  - b. Property address: 516 MALAGA AVE, CORAL GABLES, FL 33134
  - c. Legal description: CORAL GABLES BILTMORE SEC LOT 8 LESS W16FT
  - d. Owner's name: Same as title
  - e. Owner's mail address: 12973 SW 112 ST #389, MIAMI, FL 33186
  - f. Building Official Folio Number: 03-4117-008-4510
  - g. Building Code Occupancy Classification: MULTI FAMILY
  - h. Present use: MULTI FAMILY 4 UNITS
  - i. General description, type of construction, size, number of stories, and special features.  
CBS, two story, per Dade County Property Appraiser was built 1949, and has 3,089 ASF.
  - j. Additions to original structure: **NONE OBSERVED at time of inspection.** No property permit history was either made available or reviewed for purposes of this report. Areas inspected were those made available by property owner/representative on day of inspection. All gas lines, all plumbing lines, meters and appliances and equipment are specifically excluded for purposes of this report, however we urge property owner to take any and all necessary precautions to assure that these items are properly maintained to protect property and above all life safety.
1. ELECTRICAL SERVICE: Over head service to from FPL, one feeder with three wires approx. 3/0 in size.
    - a. SIZE: AMPERAGE ( 70+70+70+70 ); FUSES (    ); BREAKER ( X )
    - b. PHASE: 3φ (    ); 1φ ( X );
    - c. CONDITION: GOOD (    ); FAIR (    ); NEED REPAIR ( X )
    - d. COMMENTS: OWNER TO PROVIDE ANNUAL FIRE INSPECTION REPORT FROM THE CITY OF CORAL GABLES FIRE DEPARTMENT (LESS THAN 12 MONTHS OLD) CITING NO CURRENT VIOLATIONS AND PROVIDE US WITH A COPY. MASTER ELECTRICIAN TO PROVIDE SINGLE STATION HARD WIRED SMOKE DETECTORS OR 10-YEAR PERMANENT BATTERY TYPE IN ALL SLEEPING ROOMS. OWNER TO PROVIDE COMPLETED ANNUAL SMOKE DETECTOR INSPECTION FORM FROM THE CITY OF CORAL GABLES FIRE DEPARTMENT AND PROVIDE US WITH A COPY. MASTER ELECTRICIAN TO UPDATE ENTIRE ELECTRICAL SERVICE, RISER, INDIVIDUAL DISCONNECTS, ETC. NO PERMIT HISTORY AT THE CITY OF CORAL GABLES FOUND FOR UPGRADED PANEL BOARDS AT RESIDENTIAL UNITS; OWNER TO OBTAIN AN AFTER THE FACT PERMIT. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

This report is not a Buyers Report, Due Diligence, Insurance Inspection, Mitigation Document or for any other purpose other than to be prepared and submitted to the Building Official solely in accordance and with the purpose of compliance with Section 8-11 (f) of the Code of Miami-Dade County, any other use is strictly prohibited and voids all content. This report must bear the original signature and embossed seal on each page or it is void of all contents. This report is not transferable to any party. Copying, faxing and/or any alteration of this report is strictly prohibited and voids all content. Both Building (Structural) and Electrical Reports must be attached and accompanied by a cover letter to the building official. As routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure(s). We rely on the validity of documentation provided by owner for repairs/alterations/corrections. No property/permit history was either made available or reviewed for purposes of this report. No testing is part of this inspection, only visual observations were conducted of areas and components as made accessible by property owner. Any repairs/alterations/modifications must be in compliance with FBC, NEC and all applicable codes and ordinances. If any violations or open permits exist all must be corrected prior to granting of Re-Certification. Further, it is understood by all parties that regardless of the content of this report, by submitting this report to the Building Department, property owner is not exempt, released or indemnified from any responsibility and liability to continuously verify, correct, repair and maintain all components of this building safe for continued use and occupancy whether included in this limited inspection report or not.



## 2. METER AND ELECTRICAL ROOM:

- a. CLEARANCES: GOOD ( ); FAIR ( X ); CORRECTION REQ. ( X )  
COMMENTS: Interior type meters. **PLEASE REFER TO 1D.**

## 3. GUTTERS:

- a. LOCATION: LOAD  
GOOD ( ); REQUIRES REPAIR ( X )
- b. COMMENTS: **PLEASE REFER TO 1D**
- c. TAPS AND FILL:  
GOOD ( ); REQUIRES REPAIR ( X )
- d. COMMENTS: **PLEASE REFER TO 1D**

## 4. ELECTRICAL PANELS:

- a. PANEL # ( 1-4 ): GOOD ( ); REQUIRES REPAIR/VERIFICATION ( X )  
Location: **PLEASE REFER TO 1D.** As observed at each inspected area, breaker panels. Any required corrections/repairs/alterations must be in compliance with FBC, NEC and all applicable codes and ordinances. This report is not for bidding purposes. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

## 5. BRANCH CIRCUITS:

- a. IDENTIFIED: YES ( ); MUST BE IDENTIFIED ( X )
- b. CONDUCTORS: GOOD ( ); DETERIORATED ( ); REPLACE ( X )
- c. COMMENTS: **PLEASE REFER TO 1D.** As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

## 6. GROUNDING OF SERVICE: GOOD ( ); REQUIRES REPAIR ( X )

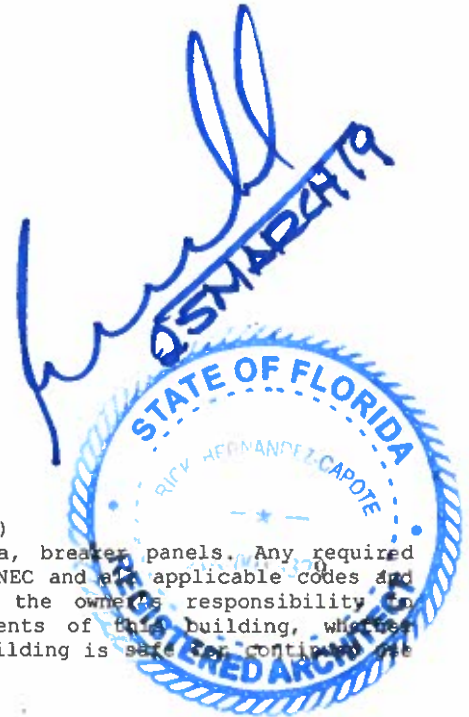
COMMENTS: **PLEASE REFER TO 1D.** As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

## 7. GROUNDING OF EQUIPMENT: GOOD ( ); REQUIRES REPAIR ( X )

COMMENTS: **PLEASE REFER TO 1D.** As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

## 8. SERVICE CONDUITS RACEWAYS; CONDITION: GOOD ( ); REQUIRES REPAIR ( X )

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9. SERVICE CONDUCTOR & CABLES; CONDITION: GOOD ( ); REQUIRES REPAIR ( X )

COMMENTS: PLEASE REFER TO 1D. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

10. TYPES OF WIRING METHODS:

CONDUIT RACEWAYS; RIGID:	GOOD ( ); REQUIRES REPAIR ( X )
CONDUIT; PVC:	GOOD ( ); REQUIRES REPAIR ( )
NM CABLE:	GOOD ( ); REQUIRES REPAIR ( )
BX CABLE:	GOOD ( ); REQUIRES REPAIR ( )

COMMENTS: PLEASE REFER TO 1D. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

11. FEEDER CONDUCTORS; CONDITION: GOOD ( ); REQUIRES REPAIR ( X )

COMMENTS: PLEASE REFER TO 1D. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

12. EMERGENCY LIGHTING: GOOD ( X ); REQUIRES REPAIR ( )

COMMENTS: PLEASE REFER TO 1D. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

13. BLDG. EGRESS ILLUMINATION: GOOD ( X ); REQUIRES REPAIR ( )

COMMENTS: As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

14. FIRE ALARM SYSTEM: GOOD ( ); REQUIRES REPAIR ( ); None Observed ( X )

COMMENTS: None observed. Authority Having Jurisdiction may determine additional requirements. In the case that the Authority Having Jurisdiction makes this a requirement, it is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

15. SMOKE DETECTORS: GOOD ( ); REQUIRES REPAIR ( X ); N/A ( )

COMMENTS: PLEASE REFER TO 1D. Property owner is responsible and liable to provide continued testing, maintenance and upgrades as may be necessary to assure all smoke detectors are continuously operable. Special care should be taken to assure units and their wiring are neither tampered with nor malfunctioning. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy. In addition, property owner is responsible to assure compliance with any requirement, code or ordinance that may require a hardwired carbon monoxide detector.

16. EXIT LIGHTS: GOOD ( X ); REQUIRES REPAIR ( )

COMMENTS: PLEASE REFER TO 1D. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

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17. EMERGENCY GENERATOR: GOOD ( ); REQUIRES REPAIR ( ); N/A ( X )

COMMENTS: None observed.

18. WIRING IN OPEN OR UNDER COVER PARKING, GARAGE AREAS: GOOD ( ); ADDITIONAL ILLUMINATION REQUIRED ( ); CURBSIDE PARKING ( X )

COMMENTS: Existing curbside parking. As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

19. OPEN OR UNDER COVER PARKING SURFACE AND SECURITY LIGHTING: GOOD ( ); ADDITIONAL ILLUMINATION REQUIRED ( ); CURBSIDE PARKING ( X )

COMMENTS: Existing curbside parking. As observed/measured at time of inspection based on age of structure. Property owner is to assure that continued proper security lighting is provided at all times through preventive maintenance, upgrades or whatever means as may be necessary for compliance with section 8c-3 of the Code of Miami-Dade County. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.

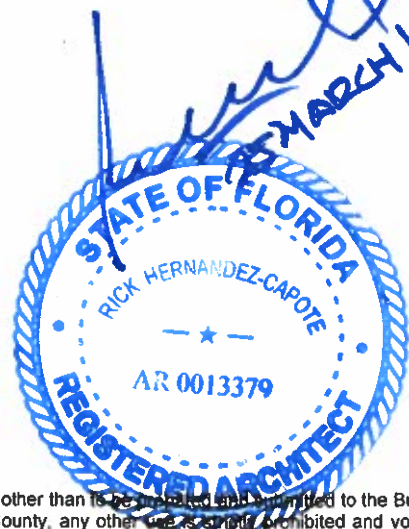
20. SWIMMING POOL WIRING: GOOD ( ); REQUIRES REPAIR ( ); N/A ( X )

COMMENTS: N/A.

21. WIRING OF/TO MECHANICAL EQUIPMENT: GOOD ( X ); REQUIRES REPAIR ( )

COMMENTS: As observed at time of inspection based on age of structure. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy. Any machinery or equipment which is for tenant use is excluded for the purposes of this report.

22. GENERAL ADDITIONAL COMMENTS: THIS REPORT IS NOT FOR BIDDING PURPOSES. Continue with proactive maintenance and provide repairs as may be necessary to maintain property safe for continued use and occupancy. Please note that this report does not include testing of any component, it is based on visual observations of applicable and accessible areas on day of inspection. Additionally, we rely on the validity of documentation as may be provided by owner for repairs performed to their property and for which they are solely responsible and liable for assuring they meet proper compliance with all applicable codes and life safety. It is the owner's responsibility to continuously verify, correct, repair and maintain all components of this building, whether included in this limited inspection report or not, to assure building is safe for continued use and occupancy.



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**CERTIFICATION OF COMPLIANCE WITH PARKING LOT ILLUMINATION  
STANDARDS IN CHAPTER 8C OF THE CODE OF MIAMI-DADE COUNTY**

DATE: MARCH 25, 2019

Re: Folio No. 03-4117-008-4510  
Property Address: 516 MALAGA AVE, CORAL GABLES, FL 33134  
Building Description: TWO STORY MULTIFAMILY

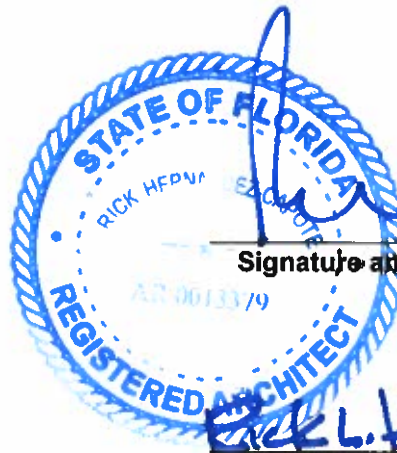
The undersigned states the following:

1. I am a Florida registered professional engineer or architect with an active license.

The undersigned states the following:

On MARCH 14, 2019 I inspected the cited property. All parking is frontage (curbside) parking. There is no parking on the property. Therefore, parking illumination is non-applicable.

Please refer to 19 of Electrical Portion attached hereto.

  
Signature and Seal of Architect or Engineer  
Rick L. Hernandez-Corpe AIA  
Lic. NO. AR0017379  
(Print Name)





City of Coral Gables  
Development Services



**RC-19-05-4959**

516 MALAGA AVE #

Folio #: 03-4117-008-4510  
Permit Description: BUILDING  
RECERTIFICATION (1949)

EL

ME

PL

1905 11966

## OFFICE SET

Section	Approved	
	By	Date
<input checked="" type="checkbox"/> BUILDING		
<input type="checkbox"/> CONCURRENCY		
<input checked="" type="checkbox"/> ELECTRICAL		
<input type="checkbox"/> FEMA		
<input type="checkbox"/> FIRE		
<input type="checkbox"/> HANDICAP		
<input type="checkbox"/> HISTORICAL		
<input type="checkbox"/> LANDSCAPE		
<input type="checkbox"/> MECHANICAL		
<input type="checkbox"/> PLUMBING		
<input type="checkbox"/> PUBLIC WORKS		
<input type="checkbox"/> STRUCTURAL		
<input type="checkbox"/> ZONING		
<input type="checkbox"/>		
<input type="checkbox"/> OWNER BUILDER		

Subject to compliance with all Federal, State, County and City rules and regulations. City assumes no responsibility for accuracy of or results from these plans.  
**THIS COPY OF PLANS MUST BE AVAILABLE ON BUILDING SITE OR AN INSPECTION WILL NOT BE MADE.**

Special Inspector required  
for the following:

- ☐ Special Inspector for PILING
- ☐ Special Inspector for REINFORCED MASONRY
- ☐ Special Inspector for \_\_\_\_\_

**RC-19-05-4959**

**RC-19-05-4959**

