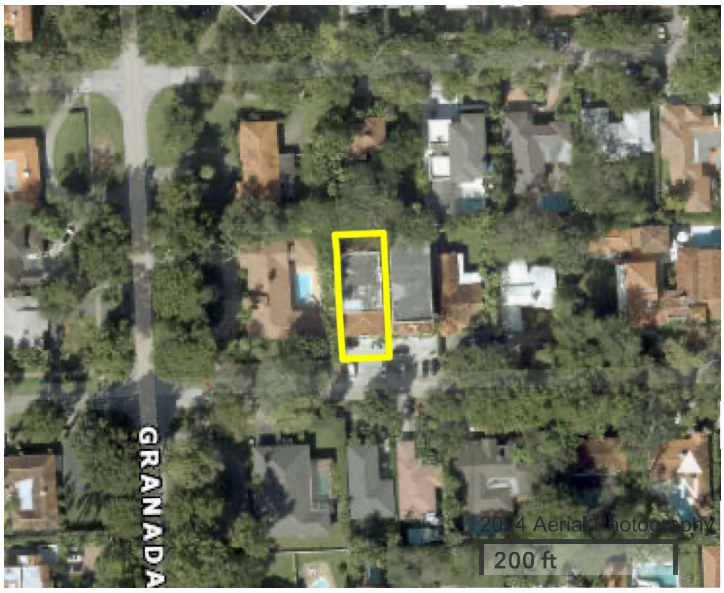
PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 05/15/2025

PROPERTY INFORMATION

Folio	03-4118-004-0910
Property Address	935 CATALONIA AVE CORAL GABLES, FL 33134-6416
Owner	BILTMORE APARTMENTS OWNER LLC
Mailing Address	40 CUTTER MILL RD STE 405 GREAT NECK, NY 11021
Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0303 MULTIFAMILY 10 UNITS PLUS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	12 / 12 / 0
Floors	1
Living Units	12
Actual Area	7,958 Sq.Ft
Living Area	7,958 Sq.Ft
Adjusted Area	7,085 Sq.Ft
Lot Size	6,600 Sq.Ft
Year Built	1926



ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$837,016	$1,281,267	$985,590
Building Value	$1,310,984	$638,733	$694,410
Extra Feature Value	$0	$0	$0
Market Value	$2,148,000	$1,920,000	$1,680,000
Assessed Value	$1,909,363	$1,735,785	$1,577,987

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$238,637	$184,215	$102,013

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

18 54 41
CORAL GABLES COUNTRY CLUB SEC 2
2ND REV PB 32-63
LOT 20 BLK 29
LOT SIZE 50.000 X 132

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$1,909,363	$1,735,785	$1,577,987
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$2,148,000	$1,920,000	$1,680,000
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$1,909,363	$1,735,785	$1,577,987
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$1,909,363	$1,735,785	$1,577,987

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
07/03/2018	$3,900,000	31057-2244	Qual on DOS, multi-parcel sale
02/01/1999	$1,280,000	18487-2644	Deeds that include more than one parcel
04/01/1994	$1,000,000	16323-0300	Deeds that include more than one parcel
05/01/1991	$635,800	15052-1790	Deeds that include more than one parcel

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

City's Exhibit #1

935 Catalonia Ave

Owner (PA Address and Sunbiz principal and mailing addresses)	**Owner (Sunbiz RA address)**
BILTMORE APARTMENTS OWNER LLC 40 CUTTER MILL RD STE 405 GREAT NECK, NY 11021-3213	BILTMORE APARTMENTS OWNER LLC c/o CORPORATION SERVICE COMPANY REGISTERED AGENTS 1201 HAYS STREET TALLAHASSEE, FL 32301-2699
Mortgagee (FDIC BankFind address) FIRST-CITIZENS BANK & TRUST COMPANY, as successor in interest to BISCAYNE BANK 239 FAYETTEVILLE ST RALEIGH, NC 27601-1309	

City's Exhibit #2



New Permit Search

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
ZV-18-06-2999	06/05/2018	935 CATALONIA AVE	ZONING LETTER VERIFICATION	Zoning Verification Letter.	final	10/03/2018	10/03/2018	0.00
CE-18-05-4077	05/23/2018	935 CATALONIA AVE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	05/24/2018	05/24/2018	0.00
ZN-17-01-0157	01/05/2017	935 CATALONIA AVE	PAINT / RESURFACE FL / CLEAN	PRESSURE CLEAN & PAINT EXTERIOR WALLS BM180 (TAN) TRIM- BM925 (OFF WHITE) $4,000 TO MATCH EXISTING P#99090563	final	01/05/2017	04/07/2017	0.00
RC-16-11-7683	11/28/2016	935 CATALONIA AVE	BLDG RECERT / CRB	BUILDING RECERTIFICATION (1926) CONSTRUCTION REGULATION BOARD CASE #16-5595 AND UNSAFE STRUCTURES FEE	final	03/17/2017	03/29/2017	0.00
EX-16-04-5825	04/05/2016	935 CATALONIA AVE	PERMIT EXTENSION & RENEWAL	PERMIT EXTENSION BL-13-05-0789	final	04/05/2016	04/05/2016	0.00
EX-15-08-4749	08/17/2015	935 CATALONIA AVE	PERMIT EXTENSION & RENEWAL	PERMIT EXTENISION BL-13-05-0789	final	08/17/2015	08/17/2015	0.00
CE-14-10-3770	10/27/2014	935 CATALONIA AVE	CODE ENF WARNING PROCESS	WT10798 5-1105(B)(2)(V.) ZONING CODE LAWN GRASS ON SWALE IS NOT SODDED.	final	10/27/2014	10/27/2014	0.00
PL-14-10-3558	10/23/2014	935 CATALONIA AVE	PLUMB COMMERCIAL / RESIDENTIAL WORK	REPLACE WATER HEATER (UNIT 2) $500	final	10/24/2014	12/01/2014	0.00
EL-14-10-3567	10/23/2014	935 CATALONIA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	ELECTRICAL FOR WATER HEATER REPLACEMENT	final	10/24/2014	10/30/2014	0.00
CE-14-09-1763	09/03/2014	935 CATALONIA AVE	CODE ENF WARNING PROCESS	TRASH/PROPERTY MAINTENANCE POSTING	final	09/03/2014	09/03/2014	0.00

City's Exhibit #3

EL-13-07-0591	07/10/2013	935 CATALONIA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	THIS IS A SUPLLEMENT ELECTRICAL PERMIT FOR PERMIT EL-13-05-0339 FOR THE ADDITIONAL WORK TO BRING WITHIN CODE 600 AMP SERVICE; 600 AMP SUBFEED AND 12 ONE HUNDERD AMP SUBFEEDS TO EACH APARMENTS- CHECK ELECTRICAL IN APARTMENTS- INSPECTIONS UNDER MASTER	final	07/11/2013	07/11/2013	0.00
BL-13-05-0789	05/14/2013	935 CATALONIA AVE	MISCELLANEOUS WORK	PATCH AND DRYWALL REPAIR, FIRE RATED INTERIOR DOOR $1,200	final	05/14/2013	10/05/2016	0.00
EL-13-05-0339	05/06/2013	935 CATALONIA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	NEW ELECTRICAL SERVICE $6,000 DUE TO A FIRE IN ELECTRICAL SERVICE AREA 600 AMPS SERVICE; 600 AMP SUBFEED AND 600 AMPS SWITCHBOARDS THIS PERMIT COVERS SERVICE REPAIRS ONLY...	final	05/07/2013	11/05/2013	0.00
PK-12-04-7809	04/07/2012	935 CATALONIA AVE	PARKING TICKET PROCESS	9020382 7 388.4 HONDA 2DR. BLUE NO PARKING ANYTIME SIGN.	canceled		06/01/2018	0.00
PK-12-04-7808	04/07/2012	935 CATALONIA AVE	PARKING TICKET PROCESS	9020383 5 388.4 TOYOTA 4 DR. BLK. NO PARKING ANYTIME SIGN	canceled		06/01/2018	0.00
PW-12-02-8249	02/29/2012	935 CATALONIA AVE	UTITILITIES (AT & T) PERMIT	R/O REMOVE AND REPLACE POLE NO DOUBLE POLES	canceled	03/21/2013	09/24/2024	0.00
CE-11-01-4596	01/10/2011	935 CATALONIA AVE	CODE ENF WARNING PROCESS	WT7850 54-153 CITY CODE (DAY) VERBAL PLACING TRASH OUT PRIOR TO 6PM DAY BEFORE SCHEDULED PICKUP	final	01/10/2011	01/11/2011	0.00

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

CODE CASES (5) INSPECTIONS (9) PERMITS (15)

Permit ...	Permit T...	Permit ...	Perm...	App...	Expir...	Final ...	Description	Main Addre...
BLDB-22-04-0605	FBC Building (Commercial)	Interior Flooring	Issued	04/13/2022	09/18/2025	12/29/2022	REPAIR HALLWAY LAMINATED FLOOR	935 CATALONIA AVE
BLDB-25-03-3313	FBC Building (Commercial)	Addition/ Exterior Renovations	Cancelled	03/27/2025		03/31/2025	**CREATED IN ERROR. PLEASE REFER TO BLDB-25-03-3327** REPLACE FRONT ENTRANCE STAIR STEPS TILES	935 CATALONIA AVE
BLDB-25-03-3316	FBC Building (Commercial)	Windows/Doors/Garage Doors/Shutters/Awnings/Canopy	In Review	03/27/2025			REPLACE FRONT AWNING	935 CATALONIA AVE
BLDB-25-03-3318	FBC Building (Commercial)	Railings/Stairs	Cancelled	03/27/2025		03/31/2025	*** CANCELLED *** USE THE EXISTING PERMIT THAT WAS CREATED BLDB-25-03-3313 ***REPLACE FRONT ENTRANCE STAIR TILES STEPS	935 CATALONIA AVE
BLDB-25-03-3327	FBC Building (Commercial)	Other	Denied	03/31/2025			PLEASE REFER TO REPLACE FRONT ENTRANCE STAIR STEPS TILES	935 CATALONIA AVE
BLDB-25-06-3478	FBC Building (Commercial)	Other	Cancelled	06/19/2025		06/24/2025	**PERMIT WILL BE CANCELLED, CREATED IN ERROR, MUST APPLY FOR COMMERCIAL ZONING OTHER** INSTALL CRUSHED ROCK #57 INFRONT OF THE PROPERTY PARKING LOT	935 CATALONIA AVE
BLDR-25-03-7136	FBC Residential	Windows/Doors/Garage Doors/Shutters/Awnings/Canopy	Cancelled	03/25/2025		03/27/2025	REPLACE FRONT AWNING *** this permit will be cancelled please refer to BLDB-25-03-3316*** **For refunds Email Ana Del Valle Adelvalle@coralgables.com with the cancellation form.**	935 CATALONIA AVE
BLDR-25-03-7138	FBC Residential	Railings/Stairs	Cancelled	03/25/2025		03/27/2025	*** CANCELLED - INCORRECT LOG IN, THIS IS COMMERCIAL PROPERTY *** USE - ZONING COMMERCIAL W/ OTHER ***REPLACE FRONT ENTRANCE STAIR STEPS TILES	935 CATALONIA AVE
ELEC-25-04-3448	Electrical Commercial	Other	Issued	04/24/2025	11/17/2025		REPLACE (1) FRONT EXTERIOR LIGHT	935 CATALONIA AVE
ELER-25-03-2966	Electrical Residential	Other	Cancelled	03/25/2025		03/28/2025	REPLACE (1) FRONT EXTERIOR LIGHT *** This permit will be cancelled because this address is commercial. Please apply as commercial ***	935 CATALONIA AVE
PEXT-24-04-0763	Permit Extension/ Renewal	Building	Finaled	04/24/2024		08/29/2024	***05/23/2024**REPAIR HALLWAY LAMINATED FLOOR	935 CATALONIA AVE
PEXT-25-03-1727	Permit Extension/ Renewal	Building	Finaled	03/13/2025		03/19/2025	**03/18/2025****REPAIR HALLWAY LAMINATED FLOOR	935 CATALONIA AVE
PRNW-22-11-0053	Permit Renewal	Building	Finaled	11/21/2022		12/29/2022	PERMIT RENEWAL FOR BLDB-22-04-0605	935 CATALONIA AVE
UNST-25-06-0036	Unsafe Structure & Emergency Action	Unsafe Structure & Emergency Action	Submitted	06/26/2025			UNSAFE STRUCTURE - 1. Windows are inoperable, in violation of section 1015.8 of the Florida Building Code 2.There is mold in the Structure due to water intrusion.	935 CATALONIA AVE
ZONC-25-06-0570	Zoning Commercial	Other	Denied	06/25/2025			INSTALL CRUSHED ROCK #57 IN FRONT OF PROPERTY	935 CATALONIA AVE

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 25-9344

vs.

Return receipt number:
7020 2450 0001 8406 0911

BILTMORE APARTMENTS OWNER LLC
40 CUTTER MILL RD, STE 405
GREAT NECK, NY 11021-3213

NOTICE OF UNSAFE STRUCTURE VIOLATION
AND NOTICE OF HEARING

Date: June 27, 2025

Re: 935 Catalonia Avenue, legally described as set forth in the attached Exhibit "A" and bearing Property Appraiser's folio number 03-4118-004-0910 ("Property"), and the two-story multi-family structure on the Property, built in 1926 ("Structure").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter l05 of the City Code, pertaining to unsafe structures. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89 of the City Code; as follows:

Sec. 105-89. Physical criteria for unsafe structures.

A structure shall be considered unsafe if it meets any of the following criteria:

(1) The structure or its electrical, gas, mechanical, or plumbing system is unsafe; dangerous; unsanitary; does not provide adequate egress; constitutes a fire or windstorm hazard; is otherwise dangerous to human life; by reason of illegal or improper use, occupancy or maintenance, constitutes a hazard to safety or health or public nuisance; or has been substantially damaged by the elements, fire, explosion, or otherwise.

(2) The structure constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.

(10) A structure shall be presumed to be unsafe if one or more of the following criteria applies:

i. The construction of the structure or the construction or installation of systems or components within the structure has been commenced or completed without a permit or all of the required inspections or where the permit has expired prior to the required final inspections and the issuance of a certificate of occupancy or certificate of completion.

k. By reason of illegal or improper use, the occupancy or maintenance does not comply with the state building code or the state fire prevention code.

City's Exhibit #4

l. The structure or part thereof meets any of the physical criteria of an unsafe structure set forth above and has not been repaired and brought into compliance with the applicable codes following the expiration of a reasonable notice period.

Specifically:

1. Windows are inoperable, in violation of section 1015.8 of the Florida Building Code
2. There is mold in the Structure due to water intrusion.

You must apply for, obtain, and pass final inspection on all development approvals, including, but not limited to, building permits ("Permits") to repair the Structure or demolish it ("Required Action").

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Board Room, 427 Biltmore Way, 1st floor, Coral Gables, Florida 33134, on July 14, 2025, 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 Analyn Hernandez, Secretary to the Board, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, ahernandez2@coralgables.com, tel: (305) 460-5383. 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 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 $1000 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.

Analyn Hernandez

Analyn Hernandez
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, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

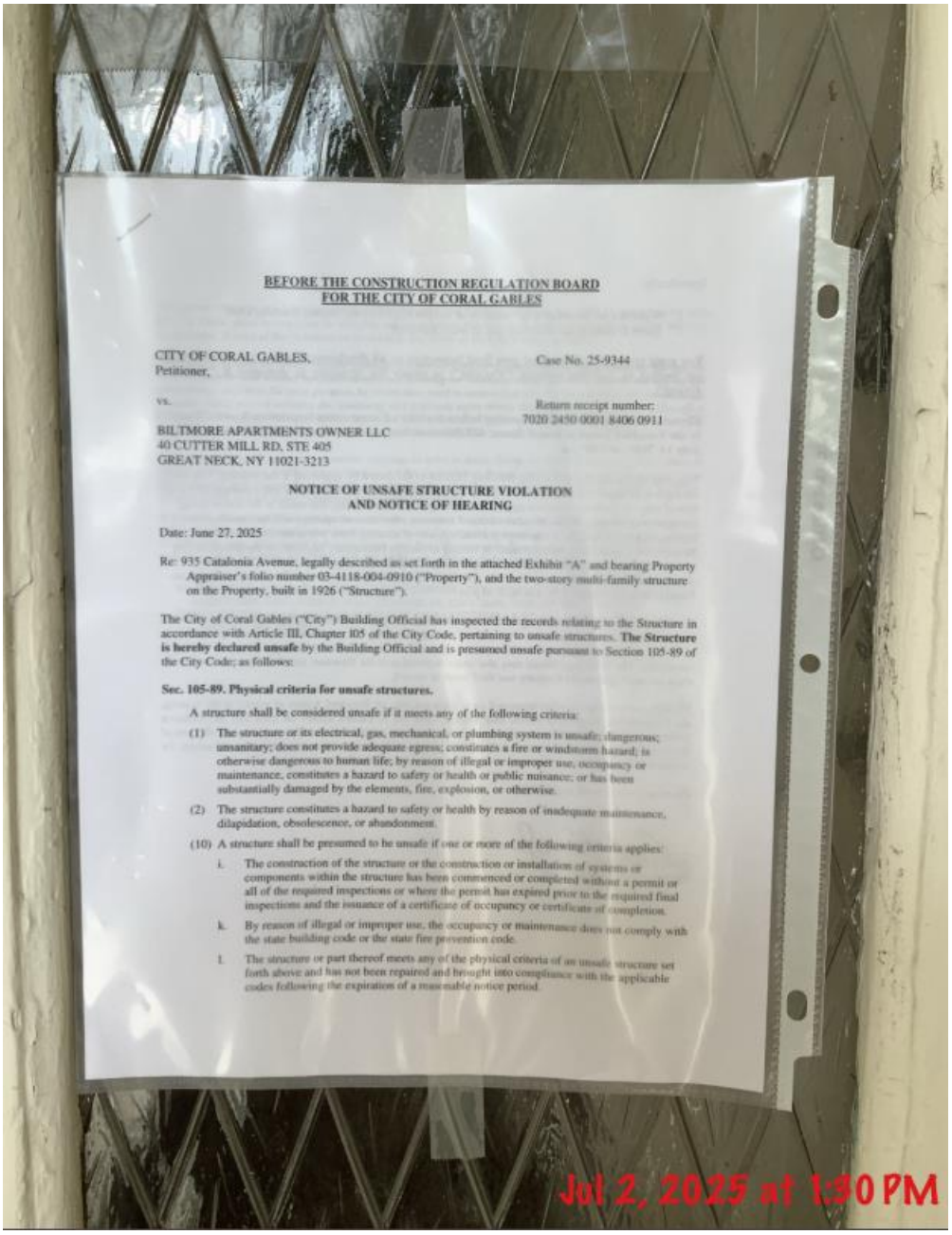
Any person with a disability requiring communication assistance (such as a sign language interpreter or other auxiliary aide or service) in order to attend or participate in the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management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

c: BILTMORE APARTMENTS OWNER LLC, C/O CORPORATION SERVICE COMPANY, REGISTERED AGENT, 1201 HAYS STREET, TALLAHASSEE, FL 32301-2699; (7020 2450 0001 8406 0706)
FIRST-CITIZENS BANK & TRUST COMPANY, 239 FAYETTEVILLE ST, RALEIGH, NC 27601-1309 (7020 2450 0001 8406 0881)

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 20, Block 29, of the second revised plat of CORAL GABLES COUNTRY CLUB SECTION 2, according to the Plat thereof, as recorded in Plat Book 32, at Page 63 of the Public Records of Miami-Dade County, Florida.



BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 25-9344

vs.

Return receipt number:
7020 2450 0001 8406 0911

BILTMORE APARTMENTS OWNER LLC
40 CUTTER MILL RD, STE 405
GREAT NECK, NY 11021-3213

NOTICE OF UNSAFE STRUCTURE VIOLATION
AND NOTICE OF HEARING

Date: June 27, 2025

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Sec. 105-89. Physical criteria for unsafe structures.

A structure shall be considered unsafe if it meets any of the following criteria:

(1) The structure or its electrical, gas, mechanical, or plumbing system is unsafe; dangerous; unsanitary; does not provide adequate egress; constitutes a fire or windstorm hazard; is otherwise dangerous to human life; by reason of illegal or improper use, occupancy or maintenance, constitutes a hazard to safety or health or public nuisance; or has been substantially damaged by the elements, fire, explosion, or otherwise.

(2) The structure constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.

(10) A structure shall be presumed to be unsafe if one or more of the following criteria applies:

i. The construction of the structure or the construction or installation of systems or components within the structure has been commenced or completed without a permit or all of the required inspections or where the permit has expired prior to the required final inspections and the issuance of a certificate of occupancy or certificate of completion.

k. By reason of illegal or improper use, the occupancy or maintenance does not comply with the state building code or the state fire prevention code.

l. The structure or part thereof meets any of the physical criteria of an unsafe structure set forth above and has not been repaired and brought into compliance with the applicable codes following the expiration of a reasonable notice period.


935
935
Jul 2, 2025 at 1:30 PM


Jul 2, 2025 at 1:30 PM

CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Unsafe Structure Violation

I, Angelica Lugo, DO HEREBY SWEAR/AFFIRM THAT THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE ADDRESS OF 935 Catalonia Ave, ON July 2nd '25 AT 1:30 PM.

Angelica Lugo
Employee's Printed Name

Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 2 day of July, in the year 2025, by Angelica Lugo who is personally known to me.

My Commission Expires:

ANALYN HERNANDEZ
Notary Public - State of Florida
Commission # HH 165818
My Comm. Expires Aug 17, 2025
Bonded through National Notary Assn.

Notary Public

City of Coral Gables

Code Enforcement Division
427 Biltmore Way, Suite 100

SCAN ME
Need to search or appeal your citation?

Notice of Violation

June 24, 2025

Case #:NOVI-25-06-11012

Folio #: 0341180040910

BILTMORE APARTMENTS OWNER LLC or
R/A: CORPORATION SERVICE COMPANY
40 CUTTER MILL RD STE 405
GREAT NECK, NY 11021

Dear Property Owner and/or Occupant:

This letter constitutes a notice that a violation(s) exists on the premises at:

935 CATALONIA AVE, Coral Gables, FL 33134---6416

The violation(s) found was:

**Weather and watertightness - Sec. 105-250. - Weather and watertightness.
**
**Every structure used for human habitation shall be so maintained that it will be weather and watertight. Exterior walls, roofs and all openings around doors, windows, chimneys and all other parts of the structure shall be so maintained as to keep water from entering the structure and to prevent undue heat loss. Damaged materials must be repaired or replaced. All parts of the structure that show evidence of dry rot or other deterioration shall be repaired, replaced and refinished to be in conformity with the rest of the structure. Window panes permitting entrance of water shall be replaced.
**
(Code 1958, § 16A-26; Code 1991, § 12-168; Code 2006, § 105-279; Ord. No. 1142, § 3.3, 7-14-1959)

Code Enforcement Officer Comments: ***Emergency - Safety Hazard **
Windows not accessible/ operational for tenants(s).

The following steps should be taken to correct the violation:

72 hours notice, for all windows to be operational and the ability to open in all twelve (12) units.

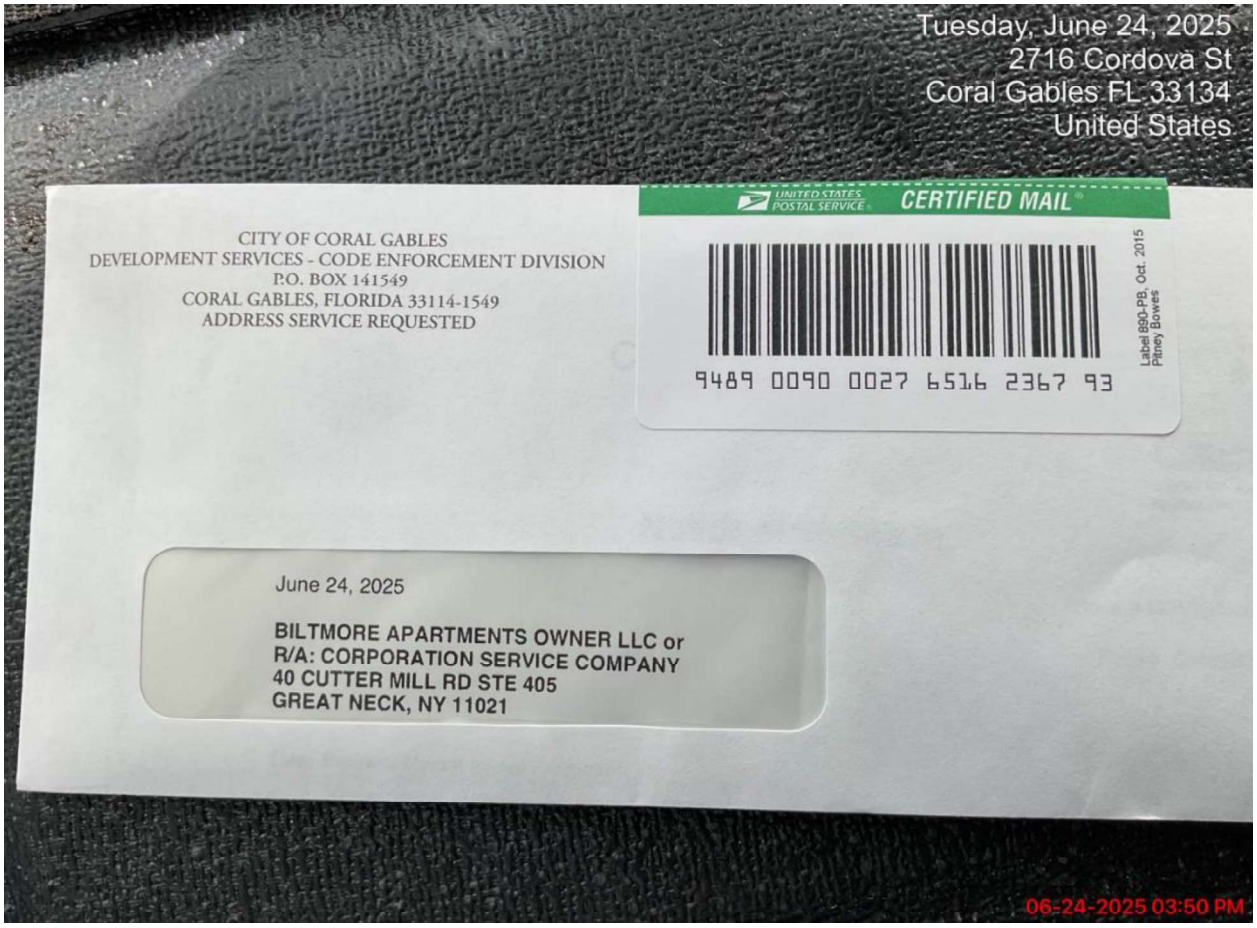
The regulations enforced by the City have been adopted in order to protect the public and assure continuing high property values. Your immediate attention to correcting the violation(s) listed above is required.

The Code Enforcement Division will re-inspect the property on 6/27/2025 to determine if corrective measures have been completed. If the violation(s) has not been completed at the time of inspection, your case will be presented to the Code Enforcement Board for review and possible action. At that time, you will have the opportunity to explain to the citizens serving on the Board the reasons why the violation(s) has not been corrected. The Board has the authority to assess a fine against you for as long as the violation continues.

305-441-5777 or see us in person at 427 Biltmore Way, 2nd Floor, Coral Gables FL, 33134.

Martinez, Rose
305-460-5291
rmartinez@coralgables.com

City's Exhibit #5


Tuesday, June 24, 2025
2716 Cordova St
Coral Gables FL 33134
United States
CITY OF CORAL GABLES
DEVELOPMENT SERVICES - CODE ENFORCEMENT DIVISION
P.O. BOX 141549
CORAL GABLES, FLORIDA 33114-1549
ADDRESS SERVICE REQUESTED
UNITED STATES POSTAL SERVICE
CERTIFIED MAIL
9489 0090 0027 6516 2367 93
Label 800-PB, Oct. 2015
Pitney Bowes
June 24, 2025
BILTMORE APARTMENTS OWNER LLC or
R/A: CORPORATION SERVICE COMPANY
40 CUTTER MILL RD STE 405
GREAT NECK, NY 11021
06-24-2025 03:50 PM

Remove ✕

Tracking Number:

9489009000276516236793

Copy Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 11:30 am on July 3, 2025 in GREAT NECK, NY 11021.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

GREAT NECK, NY 11021
July 3, 2025, 11:30 am

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates

USPS Tracking Plus®

Product Information



City's Exhibit #6

CFN: 20180420919 BOOK 31057 PAGE 2244
DATE:07/13/2018 11:15:53 AM
DEED DOC 23,400.00
SURTAX 17,550.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

THIS INSTRUMENT PREPARED BY:

Title Search, Inc.
255 Alhambra Circle, Suite 305
Coral Gables, Florida 33134
File No.: 931-935 CATALONIA

RETURN TO:
PATRICIA L. PEREZ, P.A.
1390 S. Dixie Highway, Suite 1309
Coral Gables, FL 33146
File No.: 2018-1097

Property Appraisers Parcel Identification (Folio) Number: **03-4118-004-0901 / 03-4118-004-0910**

Florida Documentary Stamps in the amount of $_____ have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 3rd day of July, **2018** by **Catatonic Investments Corporation, a Florida Corporation**, whose post office address is 330 Casuarina Concourse, Coral Gables, FL 33143 ("Grantor"), to **Biltmore Apartments Owner LLC, a Florida limited liability company,** whose post office address is 295 Madison Ave, 2nd Floor, New York, NY 10017 ("Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in MIAMI-DADE County, State of Florida, viz.:

Lot 19 and 20, Block 29, Second Revised Plat of Coral Gables Country Club Section 2, according to the map or plat thereof as recorded in Plat Book 32, Page 63, of the Public Records of Miami-Dade County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2018 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple absolute forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Colin Bowe
Witness #1 Printed Name

Witness #2 Signature

Donald Rosell
Witness #2 Printed Name

Catatonic Investments Corporation, a Florida Corporation

By: _____
Alfredo Murciano, President

STATE OF FLORIDACOUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 3rd day of July, 2018, by **Alfredo Murciano, as President of Catatonic Investments Corporation, a Florida corporation,** who is personally known to me or has produced drivers license identification and ☒ did ☐ did not take an oath.

SEAL
Notary Public State of Florida
Colin Francis Bowe
My Commission GG 225767
Expires 06/06/2022

My commission expires: 6/6/22

Notary Public

Colin Bowe
Printed Notary Name

File No.: **931-935 Catalonia**

City's Exhibit #7

Detail by Entity Name

Florida Limited Liability Company
BILTMORE APARTMENTS OWNER LLC

Filing Information

Document Number	L18000149101
FEI/EIN Number	83-0972377
Date Filed	06/18/2018
State	FL
Status	ACTIVE

Principal Address

40 Cutter Mill Road,
Suite 405
Great Neck, NY 11021

Changed: 03/27/2023

Mailing Address

40 Cutter Mill Road,
Suite 405
Great Neck, NY 11021

Changed: 03/27/2023

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title MGR

Pilevsky, Philip
40 Cutter Mill Road,
Suite 405

Great Neck, NY 11021

Title MGR

Pilevsky, Michael
40 Cutter Mill Road,
Suite 405
Great Neck, NY 11021

Title MGR

MARRONE, DIANA
419 W 19TH ST STE 300
HIALEAH, FL 33012

Annual Reports

Report Year	Filed Date
2022	04/04/2022
2023	03/27/2023
2024	04/10/2024

Document Images

04/10/2024 -- ANNUAL REPORT	View image in PDF format
03/27/2023 -- ANNUAL REPORT	View image in PDF format
04/04/2022 -- ANNUAL REPORT	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
03/03/2020 -- ANNUAL REPORT	View image in PDF format
04/02/2019 -- ANNUAL REPORT	View image in PDF format
06/18/2018 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

CFN: 20180678769 BOOK 31210 PAGE 4287
DATE:11/07/2018 11:29:42 AM
MTG DOC 9,800.00
INTANGIBLE 5,600.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This instrument prepared by:
Manuel A. Ramirez, Esquire
CASTRO & RAMIREZ, LLC
1805 Ponce de Leon Blvd.
Suite 500
Coral Gables, Florida 33134
Telephone: (305) 372-2800

MORTGAGE

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made and entered into as of October 31, 2018, by **BILTMORE APARTMENTS OWNER LLC, a Florida Limited Liability Company**, hereinafter ("Mortgagor"), whose address is **295 Madison Avenue, 2nd Floor, New York, New York 10017, and BISCAYNE BANK A FLORIDA STATE CHARTERED COMMERCIAL BANK, ("Mortgagee")** whose address is **2601 South Bayshore Drive, Suite 600, Coconut Grove, Florida, 33133.**

W I T N E S S E T H:

WHEREAS, Mortgagor is justly and lawfully indebted to Mortgagee in the sum **TWO MILLION EIGHT HUNDRED THOUSAND AND 00/100 ($2,800,000.00) DOLLARS,** as evidenced by that certain promissory note payable to the order of Mortgagee (the "Note"), executed by Mortgagor, bearing the same date as this Mortgage, to be paid according to its terms, to be paid according to its terms, the final payment under which is due and payable on November 15, 2028.

NOW THEREFORE, to secure the payment of the aforesaid indebtedness (the "Loan"), and such future or additional advances as may be made by Mortgagee, at its option, to Mortgagor or Mortgagor's permitted successors in title, for any purpose, provided that all those advances are to be made within 10 years from the date of the Mortgage or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration, the total amount of indebtedness secured by the Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of FIVE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($5,600,000.00), plus interest and any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of the Mortgage with interest on those disbursements, Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, delivers, sets over, warrants and confirms to Mortgagee the following:

All those certain lots, pieces, or parcels of land lying and being in Miami-Dade County, State of Florida (the "Property"), legally described as follows, with the same force and effect as though the contents of said property were set forth herein at length, together with the buildings and improvements now or hereafter situated thereon:

LOTS 19 AND 20, BLOCK 29, SECOND REVISED PLAT OF CORAL GABLES COUNTRY CLUB SECTION 2, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGE 63, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH all and singular the tenements, hereditaments, easements, riparian and other rights now or hereafter belonging or appurtenant thereto, and the rights, if any, in all adjacent roads, ways, streams, alleys, strips and gores; and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof;

TOGETHER WITH all machinery, equipment, fittings, fixtures, furniture, furnishings, and articles of property of every kind and nature whatsoever (collectively, "Equipment"), whether actually or constructively attached to the Property or improvements thereto, now or hereafter owned by Mortgagor and located in, upon or under the Property, any improvements thereto, or any part thereof and used or usable in connection with any present or future operation of the Property or such improvements, including without limitation all heating, air conditioning, air cooling, sprinkling, freezing, lighting, water distribution, electric distribution, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, sewage processing and communications apparatus, fixtures, conduits and attachments; dynamos and generating equipment; engines, pipes, pumps, tanks, motors, switchboards, lifting stations, boilers, ranges, furnaces, oil burners or units thereof; appliances, carpeting, underpadding, vacuum cleaning systems; elevators, escalators; shades, awnings, screens, blinds, storm doors and windows; and any other items of property acquired by Mortgagor, wherever the same may be kept or stored, if acquired with the intent of their being incorporated in or used in connection with the Property or any improvements to the Property; together also with all additions thereto and replacements thereof, Mortgagor hereby agreeing, with respect to all additions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm their inclusion herein; all of which foregoing items described in this paragraph are hereby declared to be part of the Property and encumbered by the Mortgage;

TOGETHER WITH any and all awards or payments, including interest thereon and the right to receive the same, growing out of or as a result of any exercise of the right of eminent domain, including the permanent taking of the Premises (as defined hereinafter) or any part thereof, or payment for alteration of the grade of any street upon which the Property abuts, or any other injury to, taking of, or decrease in the value of the Premises or any part thereof, to the extent of all amounts which may be owing on the Loan at the date of Mortgagee's receipt of any such award or payment and to the extent of the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment, including appellate proceedings, if any; any unearned premiums on any hazard, casualty, liability, or other insurance policy carried for the benefit of Mortgagor, Mortgagee and/or the Premises (as hereinafter defined); and Mortgagor's rights in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, paid fees, subdivision restrictions or declarations or other intangibles whatsoever now or hereafter dealing with, affecting or

concerning the Property, the improvements thereto, or any portion thereof or interest therein, including but not limited to: (a) all contracts and permits for or related to the Property or the development, construction and/or refurbishing of improvements on the Property, (c) all payment, performance or other bonds, and any other related choses-in-action, (d) any contracts now existing or hereafter made for the sale by Mortgagor of any portion of the Property, including any of the mortgagor's interest in deposits paid by any purchasers (however such deposits may be held) and any proceeds of such sales contracts, including any purchase money notes and mortgages made by such purchasers, and (e) any declaration of condominium or declaration of covenants, restrictions, easements or similar documents now or hereafter recorded against the title to the Property or any portion thereof;

TOGETHER WITH all of Mortgagor's rights to further encumber or lease the Property or any portion thereof. Mortgagor hereby (i) represents as a special inducement to Mortgagee to make the Loan that, as of the date hereof, there are no encumbrances to secure debt prior or junior to the Mortgage except as disclosed in the Title Commitment for the property and provided in paragraph 29 hereof, and (ii) covenants that there are to be none of same as of the date on which this Mortgage is recorded except as disclosed in the Title Commitment;

TOGETHER WITH all property, assets, rights and interest in property of Mortgagor, of any kind or description, tangible or intangible, whether now owned or existing or hereafter acquired or arising and wheresoever located including, but not being limited to, the following: all deposit accounts, accounts and accounts receivable of Mortgagor, whether now in existence or hereafter coming into existence; all letter of credit rights; all chattel paper (whether tangible or electronic), contract rights, instruments (including promissory notes), documents, general intangibles (including, without limitation, payment intangibles, trademarks, service marks, trade names, patents, copyrights and licenses), inventory (including raw materials inventory, finished goods inventory, parts, supplies) and goods in process of debtor, whether now in existence or owned or hereafter coming into existence or acquired, wherever located, and all returned goods, and repossessions and replacements thereof; all vehicles, furniture, machinery and equipment now owned and hereafter acquired by Mortgagor; all investment property; all supporting obligations, and commercial tort claims; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds); All insurance policies insuring the foregoing property or any part thereof including unearned premiums and all refunds.

TO HAVE AND TO HOLD the above-described and granted property, appurtenances and rights, (collectively, the "Premises") unto Mortgagee in fee simple forever.

PROVIDED, HOWEVER, that these presents are upon the conditions that if Mortgagor shall pay or cause to be paid to Mortgagee the principal and all interest payable with respect to the Loan and any future advance made hereunder and any other sums secured by the Mortgage at the time and in the manner stipulated in the Note and herein, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform and observe all and singular the covenants and promises in the Note and any future advance agreement(s) renewals, extensions or modifications thereof, and in the Mortgage expressed to be kept, performed and observed by and on the part of Mortgagor, all without delay, and shall not permit or suffer to

occur any uncured default hereunder, then the Mortgage and all the interests and rights hereby granted, bargained, sold, conveyed, assigned, transferred, mortgaged, pledged, delivered, set over, warranted and confirmed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants with and warrants to Mortgagee as follows: (i) Except as disclosed in the Title Commitment, that Mortgagor has good and marketable title to Premises, is lawfully seized and possessed of the Property; (ii) Except as disclosed in the Title Commitment, that the Premises are unencumbered except as provided in paragraph 29 hereof; and (iii) that Mortgagor shall forever warrant and defend the Premises unto Mortgagee against the lawful claims and demands of all persons whomsoever, and shall make such further assurances to perfect fee simple title to the Property in Mortgagor as Mortgagee may reasonably require. The parties further covenant and agree as follows:

1. Payments Due Mortgagee. Mortgagor shall pay all sums due Mortgagee at the time and in the manner provided in the Note, the Mortgage, any instrument evidencing a future advance or any other document related to, evidencing or securing the Loan.

2. Payment of Taxes. Mortgagor shall pay, before the last day upon which the same may be paid without the imposition of interest (except interest payable on special assessments which, by law, may be paid in installments) or other late charge or penalty, all taxes, assessments (whether general or special and whether or not payable in installments) and other charges whatsoever levied on, assessed, placed or made against the Premises or any part thereof, and shall deliver to Mortgagee receipts showing payment in full of the same as soon as such receipts are available. At Mortgagee's option, following an event of default, Mortgagor shall pay to Mortgagee in advance, on a monthly basis, an amount sufficient (as estimated by Mortgagee) for Mortgagee to have in hand, in an impound account, funds sufficient to pay said taxes assessments and other charges thirty (30) days prior to the date when the same may first be paid. In no event shall Mortgagee be liable for any interest on any amount held by it in any such impound account. Mortgagor shall furnish to Mortgagee, as soon as it is available, an official statement of the amount of said taxes and assessments next due and Mortgagee shall pay said charges, but only if sufficient funds remain in the impound account. An official receipt therefor shall be conclusive evidence of such payment and of the validity of any such charge. In the event that Mortgagee elects to pay any such taxes or assessments, notwithstanding that there are insufficient funds in the impound account, the amount advanced in excess of such escrowed funds shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof. In the event of any default beyond the expiration of applicable notice and cure periods hereunder, at its option Mortgagee may apply such funds on account of the Loan in any order of priority it may deem appropriate, in its sole discretion. The balance in any such impound account at the time of any transfer of the title to all of the Premises shall inure to the benefit of a permitted successor and owner of the Premises without any specific assignment thereof. Upon payment in full of the Loan, the amount remaining in any such impound account shall be paid over to the owner of record as of the date of such full payment. In the event that said taxes are paid late resulting in a late charge or penalty, Mortgagee will require Mortgagor to pay to Mortgagee in advance, on a monthly basis, an amount sufficient (as estimated by Mortgagee) for Mortgagee to have in hand, in an impound account, funds sufficient to pay said

taxes assessments and other charges thirty (30) days prior to the date when the same may first be paid.

3. Insurance. Mortgagor shall keep the Premises insured for its full insurable value, with extended coverage, for the benefit of Mortgagor and Mortgagee by policies with such companies, on such terms, in such form and for such periods as Mortgagee shall require or approve from time to time, against loss or damage by fire, lightning, windstorm, ***business interruption,*** hail, explosion, collapse, riot, riot attending a strike, civil commotion, aircraft, vehicles, flood and smoke and (as, when and to the extent insurance against war risk is obtainable from the United States of America or any agency thereof) against war risks, and when and to the extent required by Mortgagee, against any other risks. Mortgagor shall obtain and carry, for the benefit of itself and Mortgagee, general public liability insurance in which Mortgagor and Mortgagee, are named as insured, with initial limits of not less than **One Million and 00/100 ($1,000,000.00) Dollars** as to personal injury or death, or such greater or different limits as Mortgagee may require from time to time, with such companies, on such terms, in such form and for such periods as Mortgagee shall approve from time to time. Mortgagor shall also obtain and carry such workers' compensation insurance coverage as may be required by law, and during any period of construction on the Property, Mortgagor shall require of its contractors that they obtain and carry adequate contractor's liability insurance and workers' compensation insurance. Mortgagor hereby assigns to Mortgagee all policies of insurance which insure against any loss or damage to the Premises or any part thereof and any proceeds thereof, as collateral and further security for the payment of the Loan, with loss payable to Mortgagee pursuant to a mortgagee clause, without contribution, and satisfactory to Mortgagee. If Mortgagor defaults in so insuring the Premises or any part thereof or in so assigning the policies, at its option Mortgagee may effect such insurance from year to year and pay the premiums therefor and any such sums paid by Mortgagee shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof. If Mortgagee receives any money for loss or damage by reason of such insurance, provided that no event of default beyond the expiration of any applicable notice and cure period exists, Mortgagee shall disburse to Mortgagor, under such safeguards as Mortgagee shall deem reasonably appropriate, for the reconstruction, restoration or repair of the damage. In the event of a foreclosure of the Mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagee, including any right to unearned premiums, in and to all policies of insurance described in this paragraph. Not less than thirty (30) days prior to the expiration date of each policy required pursuant to this paragraph, Mortgagor shall deliver to Mortgagee evidence of a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee. Evidence of the payment of premiums therefor, and each such policy shall be noncancellable without at least thirty (30) days' advance written notice to Mortgagee. In the event the insurance premiums are paid late, at Mortgagee's option, Mortgagor shall pay to Mortgagee in advance, on a monthly basis, an amount sufficient (as estimated by Mortgagee) for Mortgagee to have in hand, in an impound account, funds sufficient to pay all insurance premiums and related charges thirty (30) days prior to the date when the same may first be paid without regard to any premium finance arrangement which may be available. In no event shall Mortgagee be liable for any interest on any amount held by it in any such impound account.

4. Improvements. Without the prior written consent of Mortgagee, which it may grant or withhold in its reasonable discretion, no improvements shall be constructed on the

Property and no development thereof shall be undertaken, which would have a materially adverse effect on the property, and once constructed, no building or other improvement covered by the lien of the Mortgage shall be removed, demolished or materially altered or enlarged except for repairs and maintenance in the ordinary course or alterations and enlargements that would not have a materially adverse effect on the property, or as required in the event of fire, other casualty or condemnation; however, Mortgagor shall have the right to remove and dispose of, free from the lien of the mortgage, such Equipment as from time to time may become worn out or obsolete, provided that, simultaneously with or prior to such removal, if and to the extent necessary, any such Equipment shall be replaced with new Equipment of at least the same quality as that of the replaced Equipment when it was new, which shall be free from any title retention or other security agreement or other encumbrance, and, by such removal and replacement, Mortgagor shall be deemed to have subjected such new Equipment to the lien of the Mortgage.

5. Use and Maintenance. Mortgagor shall maintain and operate, and do everything necessary to maintain and operate, the Premises in good condition and repair, shall not commit or suffer any physical waste of the Premises, and shall comply with, or cause compliance with, all restrictive covenants applicable thereto and all statutes, ordinances and requirements of any governmental authorities having jurisdiction over the Premises or the use thereof. Mortgagor shall promptly pay all utility fees for services provided to the Property and improvements thereto. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises now or hereafter subject to the lien of the Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 9 hereof. Mortgagor shall complete and pay for, within a reasonable time, any improvements and any structures at any time in the process of construction on the Property. Mortgagor shall not initiate, join in or consent to any new (or any change in any existing) private restrictive covenant, zoning ordinance, master plan, site plan, easement, or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof without the prior written approval of Mortgagee, which it may grant or withhold in its sole discretion.

6. Further Encumbrances. Mortgagor shall not grant any other lien or mortgage on the Premises, any portion thereof or interest therein without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion ***(except that routine utility easements shall require Mortgagee's reasonable consent)***. Any such other lien or mortgage shall be junior to the Mortgage and to all permitted tenancies now or hereafter affecting the Premises or any portion thereof and shall be subject to all renewals, extensions, modifications, releases, increases, increases in interest rate, future advances, changes or exchanges permitted by the Mortgage, all without the joinder or consent of such junior lienholder, or mortgage holder and without any obligation on Mortgagee's part to give notice of any kind thereto. Except only as and to the extent hereinabove permitted with Mortgagee's prior written consent, Mortgagor shall not commit or suffer or permit to occur any act or omission whereby any of the Premises or any interest therein shall become subject to any attachment, judgment, lien, charge or other encumbrance whatsoever, or whereby any of the security represented by the Mortgage shall be impaired or threatened. Mortgagor shall not directly or indirectly do anything or take any action which would prejudice any of the right, title or interest

of Mortgagee in or to any of the Premises or impose or create any direct or indirect obligation or liability on the part of Mortgagee with respect to any of the Premises.

7. Possession by Third Parties. Notwithstanding the foregoing, Mortgagor shall be entitled to enter into leases at prevailing market rates without the prior consent of Mortgagee.

8. Assignment of Leases. As further security for the repayment of the Loan, Mortgagor hereby assigns and transfers to Mortgagee all rents, issues and profits of the Premises and all right, title and interest of Mortgagor in and under all leases including any extensions and renewals thereof now or hereafter affecting the Premises (the "Leases"). Mortgagor hereby empowers Mortgagee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and to avail itself of and pursue all remedies for the enforcement of the Leases and Mortgagor's rights thereunder that Mortgagor could have pursued but for this assignment effective after the continuation of a default beyond applicable notice and cure periods. Mortgagor hereby represents and warrants to Mortgagee and shall be deemed to have represented and warranted to Mortgagee to Mortgagor's knowledge upon and as of the date of delivering to Mortgagee a copy of each Lease as follows: (a) that each such copy delivered or to be delivered to Mortgagee, if any, is true, correct and complete in all material respects; (b) that Mortgagor has not previously assigned or pledged any Lease or any interest therein to any person other than Mortgagee; (c) that all the Leases are in full force and effect; (d) that each lessee thereunder has accepted its respective premises and is paying rent on a current basis, except as disclosed to Mortgagee; (e) that no default exists on the part of such lessees or Mortgagor as lessor in their respective performances of the terms, covenants, provisions and agreements contained in the Leases, except as disclosed to Mortgagee; (f) that no rent has been paid by any of the lessees for more than two (2) months in advance with the exception of rent collected and to be applied to tenant's last month's rent and short term rentals; and (g) that no payment of rents to accrue under the Leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor directly or indirectly, whether by assuming any lessee's obligations with respect to other premises or otherwise. Mortgagor covenants and agrees with Mortgagee as follows: (a) that each Lease shall remain in full force and effect irrespective of any merger of the interests of the lessor and lessee thereunder; (b) that Mortgagor shall not collect more than two (2) months' rent, income or profits arising or accruing under any Lease in advance of the due date for same, nor suffer or permit to arise in favor of any lessee any release of liability or any right to withhold payment of rent, nor take any action or exercise any right of election which would in any way diminish any lessee's liability or have the effect of shortening the stated term of any Lease other than in the ordinary course of business; (c) that Mortgagor shall perform all of Mortgagor's covenants and agreements as lessor under each Lease; (d) that if requested by Mortgagee, Mortgagor shall expeditiously and in good faith enforce the Leases and all remedies available to Mortgagor in case of default by the lessees thereunder; and (e) that Mortgagor shall not execute any other assignment or pledge of any Lease or any interest therein or any of the rents thereunder, nor request, accept, consent to or agree to any subordination of any Lease to any mortgage other than the Mortgage now or hereafter affecting the Premises. No liability shall be assumed by or asserted or enforced against Mortgagee in connection with the exercise of the powers herein granted Mortgagee, all such liability being hereby expressly waived and released by Mortgagor. Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any Lease or by reason of this assignment, and Mortgagor hereby indemnifies and holds

Mortgagee harmless from and against any and all liability, loss, claim, damage, costs and attorneys' fees which Mortgagee ***incurs*** under any Lease or by reason of this assignment, and from and against any and all claims or demands whatsoever, including any related costs and attorneys' fees which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on the part of Mortgagor to perform or discharge any of the terms, covenants or agreements contained in any Lease. Nothing herein contained shall be construed as constituting Mortgagee a trustee or mortgagee in possession. Although Mortgagor and Mortgagee intend that this instrument shall be a present assignment, it is expressly understood and agreed that so long as no default shall continue beyond applicable notice and cure periods under the Note, the Mortgage or any other document at any time executed by Mortgagor with respect to the Loan, Mortgagor may collect assigned rents and profits for not more than two (2) months in advance of the accrual thereof and short term rentals, but upon the occurrence of any such default and during its continuance beyond all applicable notice and cure periods, all right of Mortgagor to collect or receive rents or profits shall wholly terminate upon notice from Mortgagee. Upon notice from Mortgagee to Mortgagor, the lessees under all the Leases are hereby irrevocably authorized to rely upon and comply with, and shall be fully protected in so doing, any notice or demand by Mortgagee for the payment to Mortgagee of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of the lessees' undertakings under the Leases, and none of them shall have any right or duty to inquire as to whether any default hereunder or under the Note shall have actually occurred or is then existing.

9. Takings. Notwithstanding any taking by eminent domain, alteration of the grade of any street, or other injury to, or decrease in value of, the Premises or any portion thereof caused by any public or quasi-public authority or person, Mortgagor shall continue to pay interest on the entire principal and other sums secured hereby until any award or payment shall have been actually received by Mortgagee and applied by Mortgagee against the Loan. At Mortgagee's option, ***if said taking affects the value of the property,*** any such award or payment may be retained and applied by Mortgagee, in whole or in part, toward payment of the Loan, in any order of priority which Mortgagee may deem appropriate in its sole discretion, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, in its sole discretion.

10. Further Instruments. Mortgagor shall execute and deliver to Mortgagee, from time to time and on demand, any further instruments, and shall pay costs of preparation and recording thereof, including but not limited to mortgages, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligations secured hereby and the legal security title of Mortgagee to all or any part of the property intended to be mortgaged hereby, whether now mortgaged, later substituted for other collateral, or acquired subsequent to the date of the Mortgage.

11. Estoppel Letters. Upon request made either personally or by mail, Mortgagor shall certify, by a duly acknowledged writing, to Mortgagee or to any proposed assignee of the Mortgage, the amount of principal and interest then owing on the Note and whether any offsets or defenses exist against the Loan, such certification to be provided within ten (10) days after Mortgagor's receipt of such request.

12. Information Furnished. Mortgagor shall promptly furnish to Mortgagee any financial or other information regarding Mortgagor, or the Premises which Mortgagee may reasonably request from time to time. Mortgagor shall deliver to Mortgagee, within ninety (90) days after the close of each fiscal year of Mortgagor, a financial statement of Mortgagor in such reasonable detail as Mortgagee may request, certified as true and correct by Mortgagor, which Mortgagee may require to be audited, if required by Mortgagee's regulators and/or auditors, and confirmed by an accounting firm designated by Mortgagee at the reasonable expense of Mortgagor, together with such supporting statements as Mortgagee may deem appropriate in its sole discretion.

13. Default. At Mortgagee's option, the whole of the principal sum, interest and other sums secured hereby shall immediately or at any time thereafter become due and payable without notice to Mortgagor, and Mortgagee shall immediately have all the rights accorded Mortgagee by law and hereunder to foreclose the Mortgage or otherwise to enforce the Mortgage, the Note and any other Loan document upon the occurrence of any of the following, which is not cured within the applicable notice and cure periods set forth in the loan documents: (a) default in the payment of any installment of interest under the Note, or default in the payment of principal under the Note, whether due under the terms thereof or by acceleration; (b) default in the payment of any tax, assessment, utility charge, or other charge against the Premises or any part thereof as and when required by the Mortgage; (c) default in the repayment of any sum paid or advanced by Mortgagee under any of the terms of the Mortgage, with interest thereon, as provided in paragraph 14 hereof; (d) the actual or threatened physical waste, removal, demolition, material alteration or enlargement of any building or other improvements on the Property in violation of the loan documents; (e) default in obtaining, assigning, delivering or keeping in force the policies of insurance required by paragraph 3 hereof; (f) additional assignment by Mortgagor of the whole or any part of the rents, income or profits arising from the Premises or any part thereof without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion; (g) Mortgagor's failure to remove ***or bond*** any involuntary lien on the Premises of any part thereof within twenty (20) business days after Mortgagor becomes aware of such lien; (h) Mortgagor's failure to comply within the time prescribed therein with a requirement, order or notice of violation of a law, ordinance, or regulation issued or promulgated by any political subdivision or governmental department claiming jurisdiction over the Property or any operation conducted on the Property, or after Mortgagor's failure to timely comply with any notice of violation of any restrictive covenant affecting the Property or the construction of improvements thereon from any party entitled to enforce such covenant or, if such order or notice provides a time period for compliance, upon Mortgagor's failure to comply within such period, or, in the case of a noncompliance which cannot be cured within said period, in the event that Mortgagor shall not commence to comply with said order or notice within said period and shall not thereafter diligently pursue such cure to completion; (i) the issuance of any order by the State of Florida, or any subdivision, instrumentality, administrative board or department thereof, declaring unlawful or suspending the construction of permitted improvements on the Property or the operation of the Premises, ***provided however that as a remedy hereto Borrower shall have the rightr to prepay the loan within thirty (30) days of such occurrence without pre payment penalty***; (j) the filing by the United States of America or any instrumentality thereof in any court of competent jurisdiction of any notice of intention to acquire under the power of eminent domain any estate less than an estate in fee simple in the entire Property, or upon the recording

by the State of Florida, any instrumentality thereof or any other person with eminent domain powers, of a notice of taking of any estate less than an estate in fee simple in the entire Property, ***provided however that as a remedy hereto Borrower shall have the rightr to prepay the loan within thirty (30) days of such occurrence without pre payment penalty***; (k) the filing by or against Mortgagor or any partner in Mortgagor of any petition or application for relief, extension, moratorium or reorganization under any bankruptcy, insolvency or debtor's relief law of the United States, any state thereof, or any state, province or territory of any foreign country; (l) if Mortgagor or any partner in Mortgagor shall make an assignment for the benefit of creditors, or enter as a debtor into any trust or mortgage arrangement or become a party as a debtor to any receivership proceeding; (m) a further encumbrancing for debt, or transfer of control of, or change in the legal or equitable ownership of the Premises, any part or portion thereof or interest therein, or a change in the management of the Premises, without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion except to the extent permitted under the loan documents; (n) if Mortgagor or any shareholder or partner in Mortgagor becomes insolvent; (o) any statement, certificate or representation made to Mortgagee by or on behalf of Mortgagor in connection with the Loan, shall prove to be at any time incorrect ***when made*** in any respect deemed material by Mortgagee, in its sole discretion; (p) the voluntary or involuntary dissolution of Mortgagor; (q) any change in the ownership or control of Mortgagor or any pledge, other encumbrance or assignment of the whole or any portion of any interest in Mortgagor without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion except to the extent permitted under the loan documents; (r) Intentionally omitted; (s) Intentionally omitted; (t) default under the terms of paragraph 29 hereof regardless of whether any instrument referred to therein provides a grace period; (u) default in the observance or performance of any other covenants or agreements of Mortgagor, the occurrence of any other event prohibited by the terms of the Mortgage, or the violation of any other provision of the Mortgage; or (v) any material adverse change in the financial condition (in the sole discretion of the Lender) of Mortgagor. No consent or waiver expressed or implied by Mortgagee to or of any default by Mortgagor under the Mortgage shall be construed as a consent or waiver to or of any further default of the same or a different nature; and no consent or waiver shall be deemed or construed to exist by reason of any course of conduct or in any other manner whatsoever except by a writing duly executed by Mortgagee, and then only for the single occasion to which such writing is addressed.

14. Advances Hereunder. In the event of any default in the performance of any of Mortgagor's covenants or agreements contained in the Mortgage or the violation of any term of the Mortgage, in each case beyond the expiration to of applicable notice and cure periods, at its option Mortgagee may cure the default or take any other action it deems necessary or desirable, in its sole discretion, to protect its security; and, in the event Mortgagee shall be required or shall elect to advance at any time any sums to protect its security or for any other reason permitted or provided by any of the terms or provisions contained in the Mortgage, such sums shall be deemed Loan funds, shall be evidenced by the Note, shall bear interest until paid at the "Default Rate" provided in the Note commencing on the date such funds are advanced by Mortgagee, and shall be secured by the Mortgage. If advanced by Mortgagee prior to the natural or accelerated maturity date of the Loan, such sums shall be due and payable by Mortgagor on such maturity date or ten (10) days following Mortgagor's receipt of demand therefor, whichever is earlier, but if advanced after the natural or accelerated maturity date, such sums shall be due and payable immediately without demand. Mortgagee's lien on the Premises therefor shall be prior to any

right or title to, interest in, or claim upon the Premises, or any portion thereof, junior to the lien of the Mortgage.

15. Receiver. In any action to foreclose the Mortgage, or upon the actual or threatened waste to any part of the Premises, Mortgagee shall have the right to apply, without prior notice to Mortgagor, for the appointment of a receiver of the Premises, and shall be entitled to seek the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due Mortgagee or the solvency of any person liable for the payment of such amounts.

16. Remedies. The rights of Mortgagee arising hereunder, under the Note or under any other document executed at any time in connection with the Loan, and the rights allowed or permitted Mortgagee by law or equity, shall be separate, distinct and cumulative, and the selection of one remedy shall not preclude the selection of another or other remedies until Mortgagee shall have recovered all sums due it, together with the appropriate interest thereon and all costs of collection, including reasonable attorneys' fees and reasonable appellate attorneys' fees, with interest thereon. In case of any foreclosure sale, the Premises may be sold, without marshalling, in one parcel and as an entirety or in such parcels, manner or order as Mortgagee, in its sole discretion, may elect.

17. Additional Tax. In the event of the passage after the date of the Mortgage of any federal, state or local law (a) changing in any way the laws for the taxation of mortgages or debts secured by mortgages for federal, state or local purposes, or changing the manner of the collection of any such taxes, and (b) imposing either directly or indirectly a new tax on the Mortgage, the Note or the holder thereof, then Mortgagee shall have the right to declare the Loan due on a date to be specified by not less than ninety (90) days' notice to Mortgagor; provided, however, that such election shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax, without such payment being deemed to be interest or a payment in the nature of interest, in addition to all other payments required hereunder and if Mortgagor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed, in which case such agreement shall constitute a modification of the Mortgage.

18. Stamps and Taxes. If at any time the State of Florida shall determine that the intangible tax paid in connection with the Mortgage is insufficient or that the documentary stamps affixed hereto are insufficient, and that additional intangible tax should be paid or that additional stamps should be affixed, Mortgagor shall pay for the same, together with any interest or penalties imposed in connection with such determination, and Mortgagor hereby indemnifies and holds Mortgagee harmless therefrom. If any such sums shall be advanced by Mortgagee, they shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof.

19. Fees and Expenses. If Mortgagee shall incur or expend any sums, including reasonable attorneys' fees, whether or not in connection with any action, proceeding or appeal, to sustain the lien of the Mortgage or its priority, or in any other action, proceeding or appeal, or to protect or enforce any of its rights hereunder, or to recover any indebtedness secured hereby, or for any title examination or title insurance policy relating to the title to the Property, all such

sums shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof.

20. Uniform Commercial Code. The Mortgage is a security agreement as defined by the Uniform Commercial Code as adopted by the state in which the Premises are located, and the original, a carbon, photographic, or other reproduction of either the Mortgage or a financing statement shall be sufficient as a financing statement under the Uniform Commercial Code. The remedies for any violation of the covenants, terms and conditions of the agreements contained in the Mortgage shall be as prescribed (a) in the Mortgage and loan documents, (b) by general law or (c) as to any items included in the definition of the Premises that may also be listed in any filed financing statement, by the specific statutory provisions now or hereafter enacted and specified in the Uniform Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of such a financing statement in the records normally pertaining to personal property shall never be construed as derogating from or impairing in any way this intention of the parties hereto that everything used in connection with the production of income from the Premises or described or reflected in the Mortgage is and at all times, for all purposes and in all proceedings, both legal and equitable, shall be regarded as part of the real property to the fullest extent permitted by law, irrespective of whether (a) any such item is physically attached to the improvements, (b) serial numbers are used for the better identification of certain items of Equipment capable of being thus identified in a recital contained herein or in a list filed with Mortgagee, or (c) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (a) the rights in or the proceeds of any insurance policy, (b) any award in eminent domain proceedings for a taking or for loss of value, (c) Mortgagor's interest as lessor in any present or future lease or right to income growing out of the use or occupancy of the Property or improvements thereof, whether pursuant to lease or otherwise, or (d) any other item included in the definition of the Premises, shall never be construed to alter any of the rights of Mortgagee as determined by the Mortgage or to impugn the priority of the interests of Mortgagee granted in the Mortgage or by any other recorded instrument; such mention in a financing statement is declared to be for the protection of Mortgagee in the event any court shall hold with respect to (a), (b), (c) or (d) immediately above that notice of Mortgagee's priority of interest, to be effective against a particular class of persons, including but not limited to the federal government and any subdivision or entity of the federal government, must be filed in the Uniform Commercial Code records.

21. Payments on Behalf of Others. Any payment made in accordance with the terms of the Note or the Mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by the Mortgage, by any subsequent owner of the Premises, by any other person whose interest in the Premises might be prejudiced in the event of a failure to make such payment, or by any partner, stockholder, officer or director of a person which at any time may be liable for such payment or may own or have such an interest in the Premises, shall be deemed, as between Mortgagee and all persons who at any time may be liable or may have any interest in the Premises, as aforesaid, to have been made on behalf of all such persons.

22. Partial Payments. Mortgagee's acceptance of any payment which is less than full payment of all amounts due and payable to Mortgagee at the time of such payment, even if made

by one other than the Mortgagor, shall not constitute a waiver of Mortgagee's right to exercise its option to accelerate the maturity date of the Loan or exercise any other rights of Mortgagee.

23. Transfers. Without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion, neither the whole nor any portion of the legal or equitable title to the whole or any portion of the Premises or any interest therein shall in any manner be sold, conveyed or transferred, either voluntarily or by operation of law, without the prior written consent of Mortgagee, which it may grant or withhold in its reasonable discretion. Neither Mortgagor nor any partner in Mortgagor shall cause, permit or suffer to occur any change in the ownership or control of Mortgagor or any pledge, other encumbrance or assignment of the whole or any portion of any partner's interest in Mortgagor. Notwithstanding the above, the Mortgagee's consent will be based on the Mortgagee qualifying and approving the prospective applicant for the facilities.

24. Modifications after Transfer. In the event of a sale, conveyance or transfer, in bulk, of the whole or such portion of the Property then encumbered hereby to a permitted new owner, Mortgagor consents to any and all subsequent renewals and extensions in the time of payment of the Loan, and agrees further that, at any time and from time to time thereafter without notice, by agreement between Mortgagee and any such permitted new owner (a) the terms of payment provided for in the Note may be modified, (b) the security described in the Mortgage may in whole or in part be released, increased, changed or exchanged, or (c) any other terms whatsoever of the Note, the Mortgage or any other Loan document may be modified, with no such change affecting in any way the liability of Mortgagor or any other person liable with respect to the Loan. Mortgagor agrees that no sale of the Premises or any part thereof, no forbearance on the part of Mortgagee, no extension of the time for the payment of the whole or any part of the obligations secured hereby, no other indulgence given by Mortgagee, nor any other such modification of the terms of the Loan shall operate to relieve or in any manner affect the original liability of Mortgagor or the priority of this Mortgage, or to limit, prejudice or impair any right of Mortgagee; Mortgagor and all those claiming by, through or under Mortgagor waive any and all right to prior notice of any such extension, indulgence, forbearance or modification.

25. Notices. Whenever Mortgagor or Mortgagee are obliged to give notice to the other, such notice shall be in writing and shall be given personally or by prepaid certified mail return receipt requested, in which latter case notice shall be deemed effectively made when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified. Until the designated addresses are changed by notice given in accordance herewith, notice to either party shall be sent to its respective address set forth on the first page of the Mortgage.

26. Governing Law; Severability. The Mortgage shall be governed by, and construed and enforced in accordance with the laws of the State of Florida, excepting only that federal law shall govern to the extent it may permit Mortgagee to charge, from time to time, interest on the Loan at a rate higher than may be permissible under the Florida law. If, for any reason whatsoever, fulfillment of any provision of the Mortgage or the Note shall transcend the limit of validity prescribed by the applicable usury statute or any other law, then the obligation to be fulfilled shall be reduced to the limit of such validity; in no event shall any exaction be possible under the Mortgage or the Note that is in excess of the limit of such validity, but such obligation

shall be fulfilled to the limit of such validity. Mortgagor and Mortgagee intend that all of the provisions hereof shall be valid and enforceable as specifically set forth. Any judicial determination that any provision hereof is not valid or enforceable as specifically set forth shall not result in such provision being declared invalid, but the same shall be deemed modified in such a manner so as to result in the same being valid and enforceable to the maximum extent permitted by law. As to any portion that is actually determined by a court of competent jurisdiction to be invalid, it is the intention of Mortgagor and Mortgagee that the remainder of the document or the applicable clause, paragraph, or article shall be enforced as written, and the declaration of invalidity shall apply only to the clause, paragraph or article in question. The terms of this paragraph shall control any contrary provisions in the Note or the Mortgage, anything therein or herein to the contrary notwithstanding.

27. Inspection; Management; Watchmen. Mortgagee and any persons authorized by Mortgagee shall have the right, from time to time at the discretion of Mortgagee, to enter and inspect the Premises at reasonable times, subject to the rights of tenants. The operation of the Premises shall at all times during the term of the Loan be under the supervision and management of competent management personnel satisfactory to Mortgagee, present management being satisfactory to Mortgagee. At any time after default by Mortgagor in the performance of any of the terms, covenants or provisions of the Note, the Mortgage or any other Loan document, which default is not cured within all applicable notice and cure periods, if Mortgagee shall determine, in its sole but reasonable discretion, that the management or maintenance of the Premises is unsatisfactory, Mortgagor shall employ as managing agent of the Premises, for the duration of such default and at Mortgagor's sole expense, any third party management company experienced in the management of mobile home parks, designated from time to time by Mortgagee. At any time after such default, which default is not cured within all applicable notice and cure periods, ***if any improved portion*** of the Premises shall be unprotected or unguarded, or any improved portion of the Property shall be allowed to remain vacant or deserted, then at its option, Mortgagee may employ watchmen for the Property and expend any monies deemed by it necessary to protect the Property, the buildings and improvements thereon and the Equipment and personal property therein or thereon from waste, vandalism and other hazards, depredation or injury, and any sums expended by Mortgagee for such purpose shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof.

28. Indemnification. Mortgagor agrees to defend and hold harmless the Mortgagee and its directors, officers, and employees from and against any and all liability, expenses or damage of any kind or nature and from any suits, claims or demands, including reasonable attorney's fees and reasonable expenses arising from Mortgagee having to protect its interest under Mortgagor's obligation.

29. Prior Mortgages; Cross-default. In the event that, with Mortgagee's prior written consent, the Mortgage is subject and subordinate to any mortgage or encumbrance, Mortgagor covenants that no default exists under said mortgage or the promissory note secured thereby, that it shall not commit, permit, or suffer to occur any such default, and that any default under the terms thereof shall constitute a default hereunder. Mortgagee shall have the right to advance any funds required to cure any default under the terms thereof, and any such sums shall be deemed "future advances" under the terms of the Mortgage and shall be evidenced, shall bear interest, shall be paid and shall be secured as provided in paragraph 14 hereof; to the extent that

Mortgagee advances funds to cure any such default, Mortgagee shall be subrogated to the rights of the holder of the note and mortgage to whom, or for whose benefit, such funds are paid. Mortgagor shall not, without the prior written consent of Mortgagee, which may be granted or withheld in Mortgagee's sole discretion, accept any "future advance" under said mortgage or consent to the modification of any term thereof or of the promissory note secured thereby. The Mortgage further secures the payment and performance of Mortgagor's present or future obligations to Mortgagee under or by virtue of said mortgage or promissory note, and said mortgage and note are hereby modified to provide that any default under the Note or the terms hereof shall constitute a default thereunder; in the event of a default under the Mortgage including without limitation any default under this paragraph, any sums paid to or collected by Mortgagee by virtue of the Note or the Mortgage may be applied by Mortgagee to discharge, in whole or in part, any of the obligations secured by the Mortgage including without limitation all obligations secured under this paragraph, all in the order of priority which Mortgagee shall deem appropriate, from time to time, in its sole discretion.

30. Cross-Collateralization. In addition to the obligations described above as evidenced by the Note or otherwise, the Mortgage is given to secure any and all obligations from the Mortgagor to the Mortgagee and for all obligations of Mortgagor to Mortgagee arising by virtue of any security agreement, promissory note or other agreement between Mortgagor and Mortgagee and for all obligations of Mortgagor to Mortgagee, contingent or absolute, direct or indirect, regardless of however or whenever created whether related to the Loan or not.

31. Construction of Loan Agreement. If the sums secured hereby are disbursed in accordance with a Loan Agreement the provisions of said Loan Agreement are incorporated herein as fully as if said Loan Agreement were set forth herein at length and a default thereunder shall be deemed a default hereunder.

32. Future Advances This mortgage is also given to secure advances, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, made to any Maker, as are made within ten(10) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of the indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed 200% of the Promissory Note of even date herewith as set forth in the Mortgage, plus interest thereon, and any disbursements for the payment of taxes, levies, or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate (defined in the Promissory Note of even date). Advances may be made pursuant to this provision to an Obligor without the consent of the Mortgagor being obtained prior thereto, Mortgagor hereby agreeing that the Mortgaged Property, shall secure all such advances. All Notices of Limitation of Future Advances provided in accordance with the provisions of §697.04 of the Florida Statutes shall be provided to the Mortgagee.

33. Miscellaneous. Wherever used in the Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean Mortgagor or any subsequent owner or owners of the Premises; the word "Mortgagee" shall mean Mortgagee or any subsequent holder(s) of the Mortgage; the word "Note" shall mean the Note, any renewal notes and any additional notes hereafter to be issued secured by the Mortgage pursuant to the future advance provision hereof; the word "person"

shall mean an individual, corporation, partnership, limited partnership, unincorporated association, joint stock corporation, joint venture or other legal entity; pronouns of any gender shall include the other genders; and either the singular or plural shall include the obligations and liabilities of each such person hereunder which shall be joint and several, and wherever the term "Mortgagor" is used it shall be deemed to refer to such persons jointly and severally. The Mortgage shall be binding upon the parties hereto and their respective successors and assigns, and it shall inure to the benefit of Mortgagee and its successors and assigns and Mortgagor and its permitted successors and assigns. The Mortgage may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one instrument. The Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought. Captions and headings in the Mortgage are for convenience only and shall not affect its construction.

THE UNDERSIGNED AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY OTHER AGREEMENT, DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

WITNESS the due execution hereof as of the date first above written.

Signed, sealed and delivered in the presence of:

Witness Robyn Tuerk

Witness Isabella Kyak

MORTGAGOR:
BILTMORE APARTMENTS OWNER LLC,
a Florida Limited Liability Company

By: _____

PHILIP PILEVSKY, Manager

STATE OF NEW YORK)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me October 30, 2018, by PHILIP PILEVSKY, as Manager of BILTMORE APARTMENTS OWNER LLC, A FLORIDA LIMITED LIABILITY COMPANY, who is personally known to me or who has produced _____, as identification and who did not take an oath.

_____
NOTARY PUBLIC, STATE OF NEW YORK

My Commission Expires:
DOMENICA FACCIOLA
Notary Public, State Of New York
No. 01FA5058533
Qualified In Kings County
Commission Expires April 8, 2022

Biscayne Bank

Download Results

Data as of 06/20/2025

Institution Details

Institution Closed
Merged or acquired on 04/01/2019 without government assistance

See the succeeding institution for more information.

First-Citizens Bank & Trust Company
Cert - 11063

FDIC Insured
Since 01/01/1934

Click to View Succeeding

FDIC Cert #
57973

Established
07/05/2005

Bank Charter Class
State Chartered Banks, not member of the Federal Reserve System (FRS)

Primary Federal Regulator
Federal Deposit Insurance Corporation

Corporate Headquarters
2601 South Bayshore Drive, 6th Floor
Coconut Grove, FL 33133

Consumer Assistance
Complaints & Questions with Personal Information

Contact the FDIC
Questions about Bank Information

Other Institution Identifiers used by Regulatory Agencies

Identifier Name (Hover for description)	Identifier Value
FDIC Unique Number (UNINUM)	432837
FRB ID (RSS-ID)	3363975
FRB ID for Bank Holding Company (RSSDHCR)	3899456

First-Citizens Bank & Trust Compa

Download Results

Data as of 06/20/2025

Institution Details

FDIC Insured
Since 01/01/1934

FDIC Cert #
11063

Established
01/01/1898

Bank Charter Class
State Chartered Banks, not member of the Federal Reserve System (FRS)

Primary Federal Regulator
Federal Deposit Insurance Corporation

Secondary Federal Regulator
CFPB

Corporate Headquarters
239 Fayetteville St
Raleigh, NC 27601

Primary Website
www.firstcitizens.com

Locations
524 domestic locations: 23 states and 0 territories.
0 in foreign locations.

Consumer Assistance
Complaints & Questions with Personal Information

Contact the FDIC
Questions about Bank Information

Other Institution Identifiers used by Regulatory Agencies

Identifier Name (Hover for description)	Identifier Value
FDIC Unique Number (UNINUM)	7078
FRB ID (RSS-ID)	491224
FRB ID for Bank Holding Company (RSSDHCR)	1075612

UNIT #6

UNIT #5

NO ACCESS

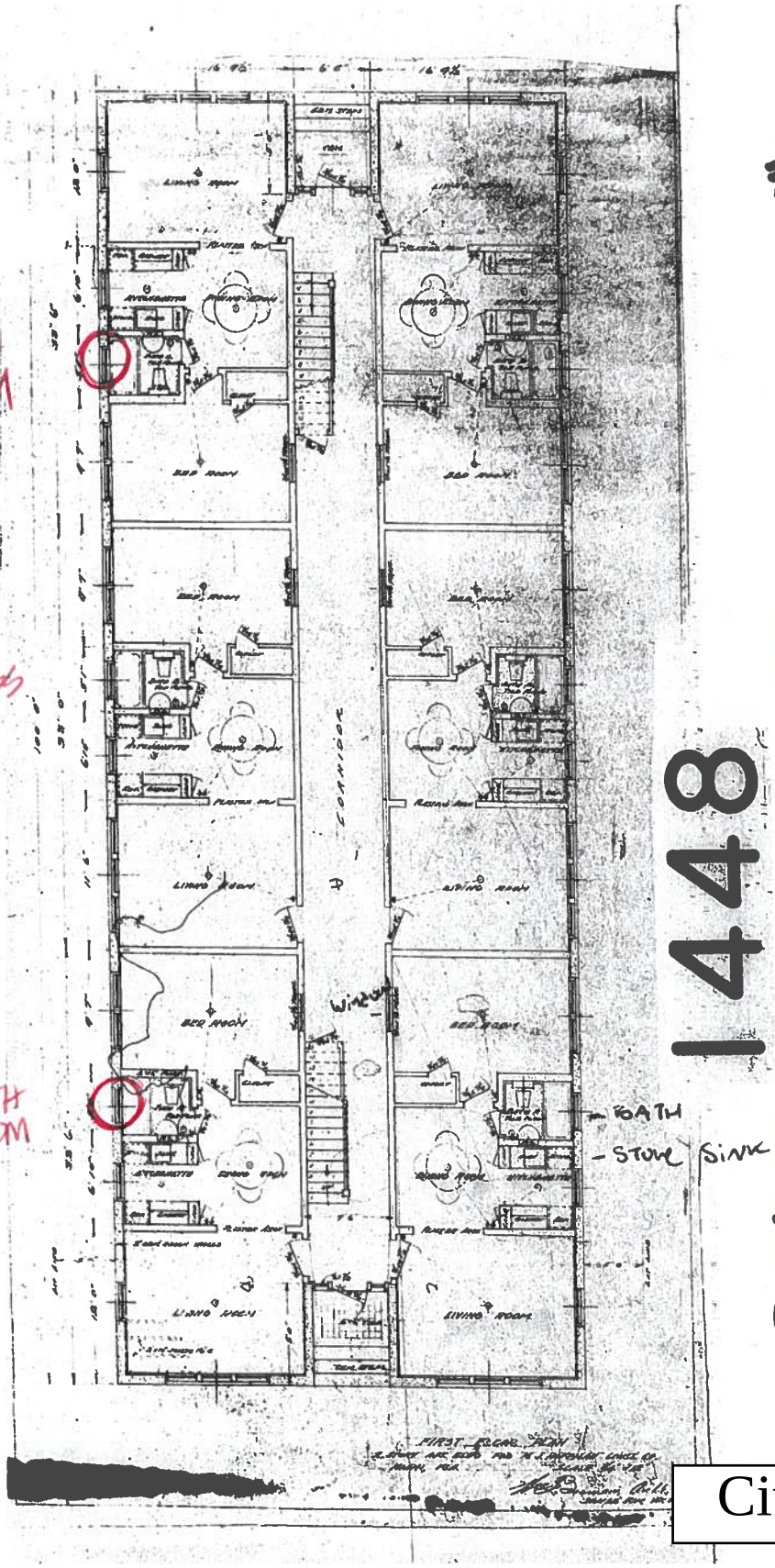
BATH ROOM

UNIT #4

NO ACCESS

UNIT #3

(IN COMPLIANCE)



UNIT #2

BATH ROOM

UNIT #1

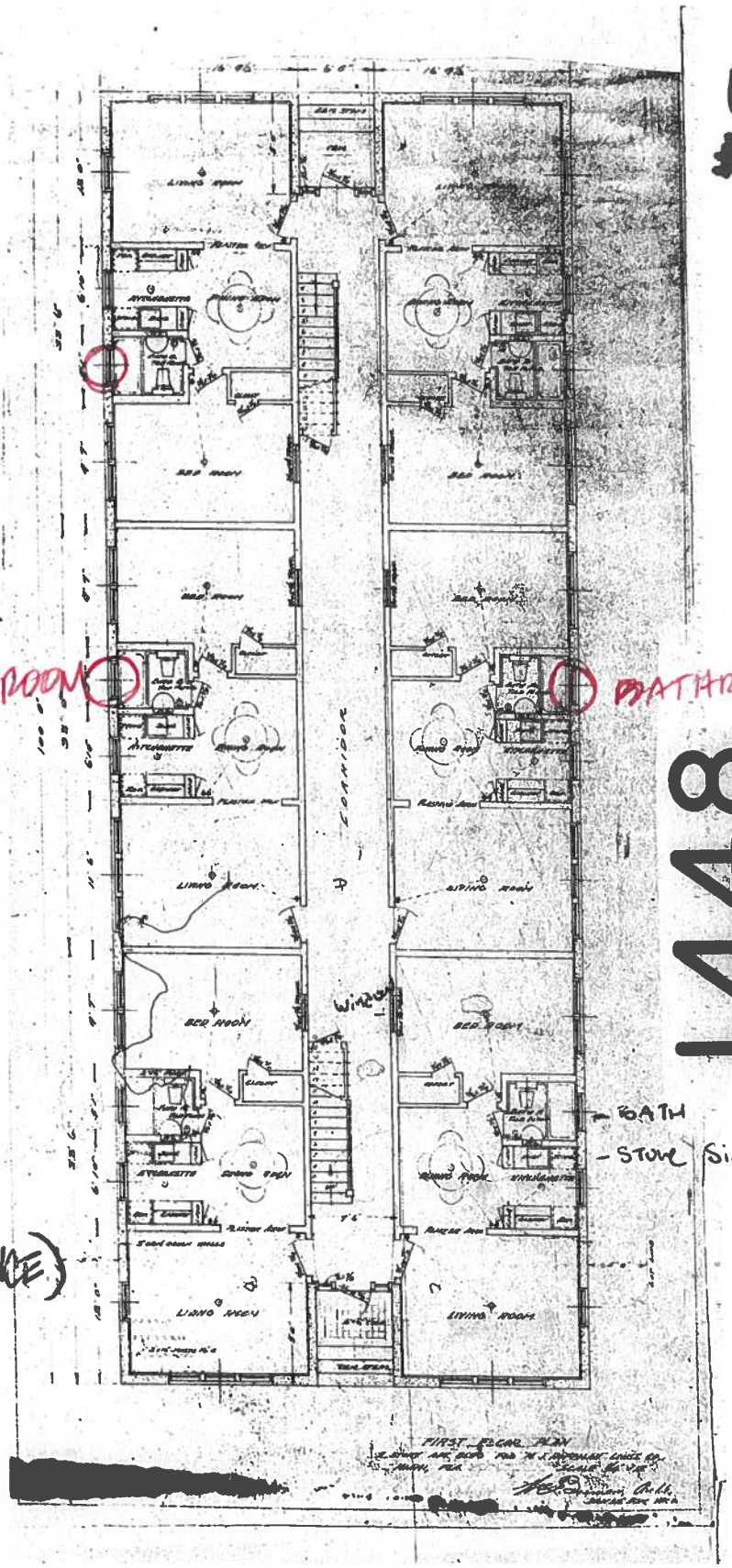
(IN COMPLIANCE)

City's Exhibit #8

935 CATOLONIA AVENUE
1ST FLR

UNIT
12

UNIT
11
NO ACCESS
JULY 15th



UNIT
10
BATHROOM

UNIT
9
BATHROOM

UNIT
8
(IN COMPLIANCE)

UNIT
7
NO ACCESS
JULY 15th

935 CATALONIA AVENUE
2ND FLOOR

COASTAL
INDOOR ENVIRONMENTAL CONSULTANTS

February 18, 2025

Kosette Smith
935 Catalonia Ave
Apartment 8
Coral Gables, Florida 33134

RE: *935 Catalonia Ave, Apt. 8, Coral Gables, FL 33134*
SUBJECT: *Report of Limited Moisture and Mold Assessment*
RESULTS: *Elevated Mold Growth Identified; Remediation Recommended*

Dear Ms. Smith:

Thank you for this opportunity to serve you. We inspected the subject building on February 11, 2024, at 3:30 PM. The subject structure is a one-story apartment, approximately 700 square feet, originally built in 1926.

Elevated mold growth was identified within the subject residence. Remediation recommendations are made in the detailed report that follows.

We hope this information assists you. Please do not hesitate to contact us if you have any further questions regarding this matter or if we may be of any further assistance. Thank you again for this opportunity to serve you.

Sincerely,
Coastal Indoor Environmental Consultants

Kimberly Dunn

Kimberly Cinaroglu-Dunn, RN, MRSA
Florida Registered Nurse #9358838
Florida Licensed Mold Assessor MRSA2251

Coastal Indoor Environmental Consultants
18909 SW 80 Ct.
Miami, FL 33157
305-709-1177
kim@coastaliec.com

City's Exhibit #9

Coastal Indoor Environmental Consultants
18909 SW 80 Ct.
Miami, FL 33157
305-709-1177
kim@coastaliec.com
Ref – 935 Catalonia Ave, Coral Gables, FL 33134

I. Conditions at Time of Inspection

People present at inspection:

- **Ms. Kosette Smith, Tenant, Client**
- **Ms. Kimberly Dunn, Mold Assessor, Coastal Indoor Environmental Consultants**

The building was occupied and furnished at the time of the inspection.

II. Observations & Findings

The subject structure is a one-story apartment, approximately 700 square feet, circa 1926. We obtained access to the reported moisture-damaged interior locations and inspected suspicious adjacent areas that the reported cause of moisture intrusion may have impacted. The purpose of the inspection was to visually evaluate areas of the residence for possible microbial growth and/or associated water damage, leading to elevated fungal spore counts detected in the living areas.

We collected samples as part of this inspection. The samples were submitted to Daane Labs of Naples, FL, our independent Accredited Laboratory, for analysis. A copy of the laboratory report is attached to this report. We noted the following:

History and Information

It was reported that the residence had experienced water damage with suspected mold growth. There was MVOC (Microbial Volatile Organic Compound) odor present throughout the residence at the time of this assessment. Due to concerns about a possible mold problem, the client has retained Coastal Indoor Environmental Consultants to assess the residence's fungal ecology.

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Exterior Conditions:

- The front elevation/door faces west.
- The weather is partly cloudy
- An outside bioaerosol sample was collected to compare with the inside bioaerosol samples collected.

Area	Temp *F	RH %	Dew Point *F
Outside	81.0*F	70.0%	70.3*F



Front Elevation

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Apartment 8

Moisture: There are observations of moisture stains or activity noted in this area.

- There are visible moisture stains and damage noted on all the exterior walls and ceilings of the apartment, the wall adjacent to the kitchen window, the north wall adjacent to the bathroom shower, and the bedroom south wall opposing the bathroom shower. Elevated moisture content was detected with a moisture meter in these areas.
- There is moisture intrusion from the exterior envelope entering the unit and affecting the adjacent building materials. Identify and repair roof/exterior envelope.
- There is a possible shower pan leak affecting the bathroom and bedroom base walls. Identify and repair shower pan. Seek professional plumbing contractor for an assessment.

Mold: Visual observations of mold growth are noted in this area.

- There is visible mold growth on the wall adjacent to the kitchen window, the wall adjacent to the shower, and the bedroom wall. There was MVOC (Microbial Volatile Organic Compound) odor present throughout the residence at the time of this assessment.

Samples: Bioaerosol - A bioaerosol sample was collected from this area to determine if fungal amplification is occurring.

Findings and Sample Results: The following is a summary of the findings and the sample results.

- The laboratory results for the bioaerosol sample/s collected in this area are elevated; mold remediation is recommended for this area. Please see the mold remediation recommendations section of this report for details.
- Elevated moisture content was detected with a moisture meter in the areas noted above. Based on the minimum standards of practice set forth by the IICRC S-500 and S-520, any materials that have been wet for more than 72 hours should be removed.
- Visible mold growth was noted in this area; please see the remediation recommendations section of this report.

Area	Temp in *F	RH %	Dew Point *F
	75*F	71%	71*F

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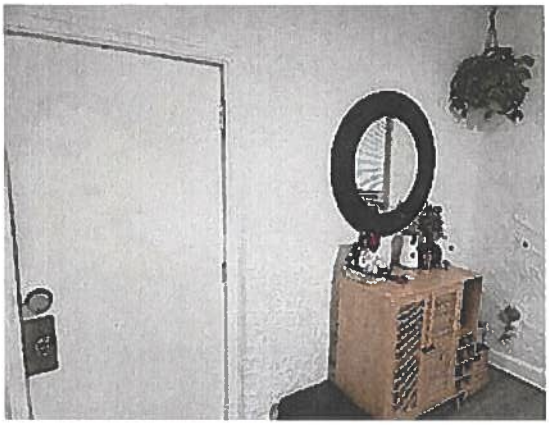

Entry



Kitchen



Damage And Mold Growth



Base Wall Below Window



Elevated Moisture Content Detected with A Moisture Meter

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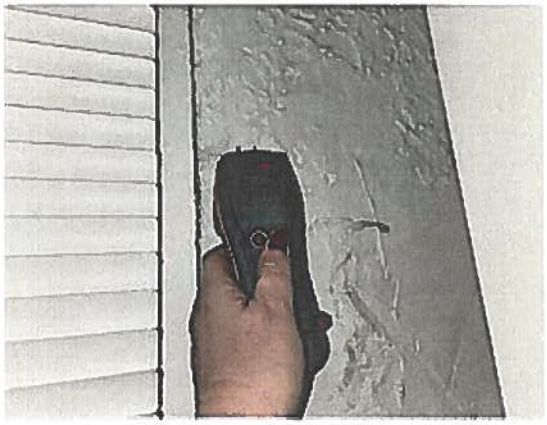

Elevated Moisture Content Detected with A Moisture Meter



Visible Moisture Stains



Bathroom



Visible Mold Growth



Visible Mold Growth



Damage And Mold Growth

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Elevated Moisture Content Detected with A Moisture Meter



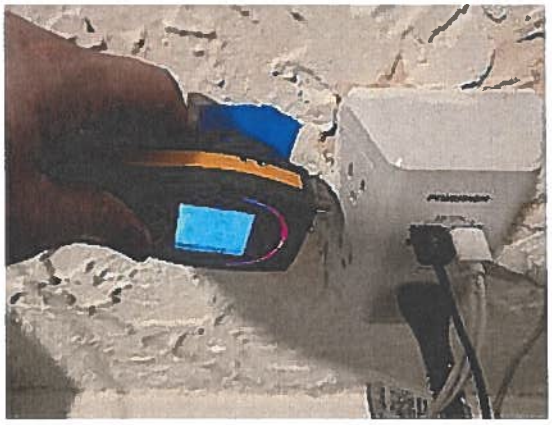
Shower



Bedroom



Base Wall



Elevated Moisture Content Detected with A Moisture Meter



Elevated Moisture Content Detected with A Moisture Meter

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Moisture Stains Noted on Base Wall

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General Notes

- Two (2) indoor bio-aerosol samples were collected and submitted for evaluation to Daane Labs of Naples, our independent accredited laboratory. The samples were collected from:
    1. LIVING ROOM
    2. BEDROOM
- An additional bio-aerosol control sample was also collected outside at the dwelling's front entrance to compare.
- The laboratory evaluation results are attached to this report and summarized below.
- This inspection is limited to visual observations of exposed surfaces only. No intrusive or destructive methods are used to observe hidden areas such as wall cavities, ceiling cavities, and certain components that are not accessible. Although thorough attempts are made to identify all potential problems that may contribute to mold growth, there is always a possibility that hidden mold growth may be present, including any non-viable mold that may be present from a prior moisture event that has dried out and is no longer detectable.

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III. Discussion & Laboratory Evaluation Results

The laboratory evaluation results for the air samples collected are commensurate with the physical inspection findings, indicating evidence of elevated microbial growth or aerosolization occurring indoors.

The analysis of the sample results indicates that the elevated mold spore counts per cubic meter show an elevated statistical probability for indoor fungal amplification. Please see the following "Summary of Sample Analysis Results" as well as the attached complete laboratory report for details regarding these sample results.

A satisfactory mold clearance inspection consists of no visual observations of microbial growth inside the subject property, no active source of moisture is present, and air sample results are positively evaluated by comparing the total indoor counts with the exterior or reference counts and then comparing the types of microbial spores identified inside versus outside. Interior levels should be the same or lower than exterior levels, and the types of spores identified indoors should be similar in nature to the types of spores found outdoors.

We recommend reviewing the entire Daane Labs laboratory report (attached) in addition to this Limited Mold and Moisture Assessment.

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The laboratory results for the bio-aerosol samples collected are shown to have a HIGHER amount of total count aggregated results than that of their outdoor counterpart, and the individual indoor reported "Aspergillus/Penicillium-Like" Genera are in amounts greater than that of their outdoor counterparts. These results indicate a high probability of elevated aerosolization (fungal amplification). The areas noted above are considered to be in a state of ELEVATED fungal ecology; professional remediation efforts are recommended to return the subject areas back to a state of normal fungal ecology.

Lab ID Number	237824-1			237824-2			237824-3		
Collection Date	2/11/25			2/11/25			2/11/25		
Volume	75			75			75		
Location	Outside			Living Room			Bedroom		
% Slide Analyzed	100			100			100		
Spore Identification	Raw Count	Spore/m^3	% of Total	Raw Count	Spore/m^3	% of Total	Raw Count	Spore/m^3	% of Total
Aspergillus/ Penicillium		0	0	37	493	88	126	1680	98
Chaetomium		0	0		0	0		0	0
Stachybotrys		0	0		0	0		0	0
Alternaria		0	0		0	0		0	0
Arthrinium		0	0		0	0		0	0
Ascospores	6	80	33		0	0		0	0
Basidiospores		0	0		0	0		0	0
Cladosporium		0	0		0	0		0	0
Cercospora		0	0		0	0		0	0
Curvularia	4	53	22	4	53	10	2	27	2
Dreschlera/ Bipolaris		0	0		0	0		0	0
Epicoccum		0	0		0	0		0	0
Fusarium		0	0	1	13	2		0	0
Ganoderma		0	0		0	0		0	0
Memnoniella		0	0		0	0		0	0
Myxomycetes/ Smut	3	40	17		0	0		0	0
Nigrospora	3	40	17		0	0		0	0
Pithomyces	2	27	11		0	0		0	0
Rust		0	0		0	0		0	0
Spegazzinia		0	0		0	0		0	0
Torula		0	0		0	0		0	0
Ulocladium		0	0		0	0		0	0
Other		0	0		0	0		0	0
Total Fungi	**18**	**240**	**100**	**42**	**560**	**100**	**128**	**1707**	**100**
Hyphal Fragment	2	27	N/A	1	13	N/A		0	N/A
Background Debris (1-5)*	3			4			4		

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IV. Summary

Our visual observations together with the laboratory results for the air samples collected indicate evidence of the elevated microbial presence in the living areas.

- Elevated moisture content was detected with a moisture meter at the areas noted above. Based on the minimum standards of practice set forth by the IICRC S-500 and S-520 any materials that have been wet for more than 72 hours should be removed.
- Visible mold growth was noted in this area; please see the remediation recommendations section of this report.
- The laboratory sample results for the areas sampled are as follows:
  - The laboratory results for the bioaerosol sample/s collected in this area are elevated; mold remediation is recommended.

It appears that the above-noted issues are providing the conditions conducive for mold growth to occur.

This inspection is limited to visual observations of exposed surfaces only. There are no intrusive or destructive methods used to observe hidden areas such as wall cavities, ceiling cavities and certain components that are not accessible. Although thorough attempts are made to identify all potential problems that may contribute to mold growth, there is always a possibility that hidden mold growth may be present, including any non-viable mold that may be present from a prior moisture event that has dried out and is no longer detectable.

The following remedial recommendations are being made for the subject areas noted above:

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V. Remediation Recommendations

THIS SECTION IS ALSO KNOWN AS "THE PROTOCOL" AND IS SPECIFICALLY WRITTEN AS A GUIDANCE FOR THE REMEDIATION CONTRACTOR

The following references are the basis for the remediation recommendations herein. The New York City Department of Health Guidelines on *Assessment and Remediation of Fungi in Indoor Environments;* The Institute of Inspection, Cleaning and Restoration Certificate (IICRC) S500 and S520; The E.P.A. Guidelines for Mold; The US Occupational Safety and Health Administration (OSHA); any other applicable state, or local regulations. Whenever there is a conflict or overlap among or between the above references, the most stringent provisions shall apply.

- Remedy apparent moisture source at the following areas:
- Isolate all HVAC components throughout the affected area prior to any repair or remediation activities. All HVAC equipment in or passing through any containment area shall be shut down, and preventative measures are taken to prevent accidental start-ups. All intake and exhaust openings shall be sealed with at least one (1) layer of 6-mil polyethylene sheeting. The seals shall be installed in such a manner as to guarantee that the seals shall remain in place for the duration of the project.
- Full ***containment* with an airlock chamber,*** of the areas surrounding the remediated area, including negative pressurization of the work area with HEPA-filtered air scrubbers is required for the following areas:

1. THE APARTMENT

- Movable Objects – All movable objects (furniture, pictures, accessories, and free-standing shelving) shall be cleaned and removed from the containment area(s) as specified in the scope of work.
- Upon adequate containment isolation, begin removal of the affected drywall/wallboard/plaster, wood framing, baseboards, etc. going two feet beyond any visible mold and/or moisture damage.
  - In the event additional areas of contamination are identified, contact the assessor immediately for re-assessment (Kimberly Cinaroglu-Dunn 786-587-5418).
  - Additionally, any exposed attic insulation and aluminum/wood studs that are affected should be removed.
  - Conduct a visual inspection of any wood framing materials present and if they are affected removal should occur.

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Specific areas to be removed:

APARTMENT 8: The affected areas of the ceiling and walls, the bathroom shower and flooring, going out 2' beyond the edge of any visible mold including any affected adjacent/opposing walls of any adjacent/opposing rooms.

- **Any affected materials not removed**, due to structural concerns or materials adjacent to removed affected materials, shall be sanded, scrubbed, and micro-cleaned with a detergent solution. Any mold substances that cannot be removed shall be encapsulated.
- **Place ample dehumidification equipment** within the containment areas and clean storage areas to maintain relative humidity at 50% (+/-5%) during the remediation process. Dehumidification should allow for <14% moisture in all construction materials.
- **Air scrubbing** is required in the containment areas noted above, along with HEPA vacuum and damp wipe all the surfaces, furniture and contents and micro-cleaning with antimicrobial agents. Distribute and isolate all air filtration devices throughout the affected areas. Ensure during the project that no old, contaminated or incorrectly installed filters are used to minimize post remediation testing failures or potentially cross-contaminating other areas of the residence.
- **Cleaning of the HVAC system AHU** evaporator coils, blower compartment, fan, housing, supply plenum, ducting, and vents are recommended.
- Micro-cleaning of all areas where remediation occurs is recommended.
- All remediation should be performed by a Florida Licensed Mold Remediator.
- A licensed HVAC contractor should address the air handler unit, the A/C ducting, and the plenums. Following the guidelines of the *"National Air Duct Cleaners Association"* – ACR, 2006 addition "Assessment, Cleaning & Restoration of HVAC Systems" or the latest guidelines established by *"The American Society of Heating, Refrigeration, and Air-Conditioning Engineers."*
- Continued monitoring of areas for moisture issues is recommended.
- Prior to any restoration activities, the remediated sections of the residence should be sampled (**additional fees apply**) to assure post-remediation clearance criteria have been achieved. Clearance sampling should be undertaken prior to any application of sealants or encapsulating medium to the remediated surfaces.
- Post-remediation clearance criteria shall be successful at a level of less than 1,000 aggregate fungal spores/cm2 for direct surface samples and at a level of less than 1,000 aggregate fungal spores per cubic meter of air collected in a 75-liter aerosol spore trap.

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Containment Protocol:

- The containment must be built using polyethylene sheeting of 6-mil thickness that is clear or opaque and moisture resistant duct tape and spray on glue capable of continuously sealing polyethylene through project's remediation duration.
- The designated onsite clean storage area must be outside.
- PVC or wood supporting frames shall be utilized to ensure that the containments remain intact during the entire remediation and post-remediation procedures.
- Polyethylene bags of 6-mil thickness such as those used for asbestos-containing waste.
- A wet-vac vacuum cleaner and HEPA-filtered vacuum cleaner. All areas should be cleaned and sanitized and new filters installed prior to beginning the project. All filters shall be disposed of as contaminated waste material at the end of this project.
- Remove all contents from the affected areas that will be contained. All applicable contents must be HEPA vacuumed and damp wiped with a mild detergent solution prior to removal. In the event, some contents cannot be removed e.g. large furnishings ensure they have been cleaned properly and are sealed with polyethylene sheeting of 6-mil thickness. Electronic equipment should be HEPA vacuumed only.
- Ground Fault Circuit Interrupters (GFCI) are to be used on all electrical equipment within the containment.
- Air Filtration devices with HEPA filtration and in a sufficient number to provide a negative pressure between the containment and outside areas shall be operated continuously from the time containment is established through the time all demolition is completed.
- Once all the affected materials have been removed, HEPA vacuum to remove remaining dust and debris from the containment. Additionally, wipe down the interior of the containment to remove any particulate matter that may statically bind to the walls of the containment.

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We hope this information assists you. Please do not hesitate to contact us if you have any further questions regarding this matter or if we may be of any further assistance. Thank you again for this opportunity to serve you.

The above report is a summary of project conditions based on visual site observations. Coastal Indoor Environmental Consultants and their representatives will not be held liable for any assumptions made based on these findings. As a routine matter, to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure. This inspection is not a complete inspection of all systems or components of the residence and issues no warranty or guarantees for any part of the subject structure or systems. Conditions inside wall cavities are not visible and unknown.

Sincerely,
Coastal Indoor Environmental Consultants

Kimberly Dunn

Kimberly Cinaroglu-Dunn, RN, MRSA
Florida Registered Nurse #9358838
Florida Licensed Mold Assessor MRSA2251

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daaneLABS

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CERTIFICATE OF ANALYSIS

PREPARED FOR:

COASTAL IEC
18909 SW 80TH CT
MIAMI, FL, 33157

PROJECT ADDRESS:

935 CATALONIA AVE
CORAL GABLES, FL 33134

REPORT DATE:

FEBRUARY 14, 2025

Authorization:

Andrew Daane, M.S.
Laboratory Director

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Naples, Florida 34104
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REPORT CODE: M-DUNN-237824

Company	Coastal Environmental Consultants						Project Name			935 Catalonia Ave	
Address	18909 SW 80 Ct., Miami, FL 33157										
Contact	Terry & Kim Dunn						Project Address			935 Catalonia Ave, Coral Gables, FL 33134	
Phone	941-281-2958										
Email	terry@coastaliec.com						Analyzed by/ Date			SR	2/14/2025
Lab ID Number	237824-1			237824-2			237824-3			Intentionally Left Blank	
Collection Date	2/11/25			2/11/25			2/11/25				
Volume	75			75			75				
Location	Outside			Living Room			Bedroom				
% Slide Analyzed	100			100			100				
Spore Identification	Raw Count	Spore/m^3	% of Total	Raw Count	Spore/m^3	% of Total	Raw Count	Spore/m^3	% of Total		
Aspergillus/ Penicillium		0	0	37	493	88	126	1680	98		
Chaetomium		0	0		0	0		0	0		
Stachybotrys		0	0		0	0		0	0		
Alternaria		0	0		0	0		0	0		
Arthrinium		0	0		0	0		0	0		
Ascospores	6	80	33		0	0		0	0		
Basidiospores		0	0		0	0		0	0		
Cladosporium		0	0		0	0		0	0		
Cercospora		0	0		0	0		0	0		
Curvularia	4	53	22	4	53	10	2	27	2		
Dreschlera/ Bipolaris		0	0		0	0		0	0		
Epicoccum		0	0		0	0		0	0		
Fusarium		0	0	1	13	2		0	0		
Ganoderma		0	0		0	0		0	0		
Memnoniella		0	0		0	0		0	0		
Myxomycetes/ Smut	3	40	17		0	0		0	0		
Nigrospora	3	40	17		0	0		0	0		
Pithomyces	2	27	11		0	0		0	0		
Rust		0	0		0	0		0	0		
Spegazzinia		0	0		0	0		0	0		
Torula		0	0		0	0		0	0		
Ulocladium		0	0		0	0		0	0		
Other		0	0		0	0		0	0		
Total Fungi	**18**	**240**	**100**	**42**	**560**	**100**	**128**	**1707**	**100**		
Hyphal Fragment	2	27	N/A	1	13	N/A		0	N/A		
Background Debris (1-5)*	3			4			4				

Background Debris is a subjective assessment of the debris level (i.e., house dust) present in the sample, ranked from 1 to 5. A higher number corresponds to a higher level of debris.

*Higher Background Debris may interfere with the analyst's ability to identify spores

1 = 0-5% debris; 2 = 5-25% debris; 3 = 25-75% debris; 4 = 75-90% debris; 5 = 90-100% debris

	The presence of these organisms indoors is typically an indicator of a water source and/or water damage. These organisms are known to flourish indoors and are an indicator of overall indoor air quality.
	These organisms are commonly found outdoors and their presence indoors is likely due to passive air flow through an open window or door. These organisms are not typically known to flourish indoors.

Surface Sample Enumeration Key

Rare = 1-10 spores; Low = 11-100 spores; Medium = 101-1,000 spores; High = >1,000 spores

The Laboratory is not responsible for project sampling. Customer provided information: Project Name, Project Number, Project ID, Project Address, Collection Date, Volume, and Location

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MOLD GLOSSARY

This portion of the report is intended to give a brief overview of the mold types identified in the reported samples. The information provided here is by no means fully inclusive. Many identifiable mold types represent a large, highly diverse group of fungi and it is difficult to fully capture the nature of these fungi in such a simplified description.

ASPERGILLUS/ PENICILLIUM

ALLERGIC POTENTIAL	Type I (hay fever, asthma), Type III (hypersensitivity)
MODE OF DISSEMINATION	Wind, insects
NATURAL HABITAT	Ubiquitous
INDOOR SUBSTRATES	Foods, dust, fabrics, wallpaper, wallpaper glue, leather. Prevalent in water-damaged buildings.

ALTERNARIA

ALLERGIC POTENTIAL	Type I (hay fever, asthma), Type III (hypersensitivity)
MODE OF DISSEMINATION	Airborne
NATURAL HABITAT	Ubiquitous
INDOOR SUBSTRATES	Various wetted substrates

ARTHRINIUM

ALLERGIC POTENTIAL	Some species recognized as allergenic
MODE OF DISSEMINATION	Wind
NATURAL HABITAT	Decaying plant material, soil
INDOOR SUBSTRATES	Materials containing cellulose

ASCOSPORES

ALLERGIC POTENTIAL	Varies with genus and species
MODE OF DISSEMINATION	Forcible ejection or passive release, disseminated by wind or insects
NATURAL HABITAT	Ubiquitous
INDOOR SUBSTRATES	Depends on genus and species

BASIDIOSPORES

ALLERGIC POTENTIAL	Rarely Type I (hay fever, asthma)
MODE OF DISSEMINATION	Wind
NATURAL HABITAT	Forest floors, plants, lawns
INDOOR SUBSTRATES	Wood products, generally does not grow indoors

CERCOSPORA

ALLERGIC POTENTIAL	No allergic potential identified
MODE OF DISSEMINATION	Insects, wind, rain, irrigation water
NATURAL HABITAT	Plants
INDOOR SUBSTRATES	Not known to grow indoors

CHAETOMIUM

ALLERGIC POTENTIAL	Type I (hay fever, asthma)
MODE OF DISSEMINATION	Wind, insects, water droplets
NATURAL HABITAT	Soil, straw, seeds, animal waste
INDOOR SUBSTRATES	Paper, sheetrock, wall paper

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CLADOSPORIUM

ALLERGIC POTENTIAL	Type I (hay fever, asthma)
MODE OF DISSEMINATION	Airborne
NATURAL HABITAT	Detritus, soil, woody plants
INDOOR SUBSTRATES	Paint, fabrics, textiles, fiberglass. Prevalent in water-damaged buildings

CURVULARIA

ALLERGIC POTENTIAL	Type I (hay fever, asthma)
MODE OF DISSEMINATION	Wind
NATURAL HABITAT	Soil, plant litter, decaying plants, detritus, leaves
INDOOR SUBSTRATES	Variety of building materials

EPICOCCUM

ALLERGIC POTENTIAL	Rarely Type I (hay fever, asthma)
MODE OF DISSEMINATION	Wind
NATURAL HABITAT	Soil, plant debris
INDOOR SUBSTRATES	Textiles, paper

FUSARIUM

ALLERGIC POTENTIAL	Type I (asthma, hay fever)
MODE OF DISSEMINATION	Insects, wind, water droplets
NATURAL HABITAT	Soil, plants
INDOOR SUBSTRATES	Humidifiers, wet cellulose building materials

GANODERMA

ALLERGIC POTENTIAL	Rarely Type I (hay fever, asthma)
MODE OF DISSEMINATION	Wind, insects
NATURAL HABITAT	Parasitic on plants, notably hardwood trees
INDOOR SUBSTRATES	Not typically found indoors

MEMNONIELLA

ALLERGIC POTENTIAL	Unknown
MODE OF DISSEMINATION	Wind
NATURAL HABITAT	Plant materials, soils
INDOOR SUBSTRATES	Wet building materials

MYXOMYCETES, PERICONIA, SMUT

ALLERGIC POTENTIAL	Type I (hay fever, asthma)
MODE OF DISSEMINATION	Wind, insects, water
NATURAL HABITAT	Detritus, dung, mulch, lawns
INDOOR SUBSTRATES	Rotting wood, not typically found indoors

NIGROSPORA

ALLERGIC POTENTIAL	Type I allergies (hay fever, asthma)
MODE OF DISSEMINATION	Forcibly ejected, wind
NATURAL HABITAT	Grass, soil, seeds
INDOOR SUBSTRATES	Not known to grow indoors

PITHOMYCES

ALLERGIC POTENTIAL	No allergic potential identified
MODE OF DISSEMINATION	Wind
NATURAL HABITAT	Tree bark, soil, leaf litter, detritus
INDOOR SUBSTRATES	Paper

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SPEGAZZINIA

ALLERGIC POTENTIAL	Rarely Type I (hay fever, asthma)
MODE OF DISSEMINATION	Wind
NATURAL HABITAT	Dead leaves, herbaceous dead stems, soil, occassionally estuarine sediments
INDOOR SUBSTRATES	Not known to grow indoors

STACHYBOTRYS

ALLERGIC POTENTIAL	Type I (asthma, hay fever)
MODE OF DISSEMINATION	Insects, water, wind
NATURAL HABITAT	Detritus, soil
INDOOR SUBSTRATES	Wet building materials

TORULA

ALLERGIC POTENTIAL	Type I(hay fever, asthma)
MODE OF DISSEMINATION	Wind
NATURAL HABITAT	Leaves, plant roots, detritus, soil, wood
INDOOR SUBSTRATES	Wicker furniture, wood, baskets, paper

ULOCLADIUM

ALLERGIC POTENTIAL	Type I (hay fever, asthma), Type III (hypersensitivity)
MODE OF DISSEMINATION	Wind, insects
NATURAL HABITAT	Soil, dung, grass, fibers, wood, detritus
INDOOR SUBSTRATES	Gypsum, wallpaper, and various wetted substrates

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daaneLABS

CHAIN OF CUSTODY - ELECTRONIC SUBMISSION

Ship Samples To: 3806 Progress Ave., Naples, FL 34104
Email: info@daanelabs.com Phone: 239-227-4735 Web: www.daanelabs.com

1.078 REV 08

Customer Information

Company:	Coastal Indoor Environmental Consultants
Contact:	
Contact Phone:	
Contact Email:	[illegible]
Address:	

Project Information

Project/ Client Name:	935 Catalonia Ave	Date Sampled:	2/11/2025
Project Address:	935 Catalonia Ave, Coral Gables, FL 33134	Turn-Around Time	Standard (Same Day)
Project Number:		Attach COC to Report?	Yes

Sample Information

Lab ID	Sample Location	Sample ID	Sample Type	Volume	Analysis	Comments
078241	OUTSIDE	4638	Air Cassette	75 Liters	Mold Microscopy	
2	LIVING ROOM	4654	Air Cassette	75 Liters	Mold Microscopy	
3	BEDROOM	2180	Air Cassette	75 Liters	Mold Microscopy	

Submitted By:
Date/Time: 2/14/2025 12:35:38

Received By:
Date/Time: [illegible]

Analyzed By:
Date:

* - Turnaround Times are relative to when samples are received by the lab, not when samples are dropped off. Daane Labs cuts off sample receipt at 2:00 pm for analytical and reporting purposes.

Comments:

Report Style: Data Only

SIVE | PAGET | RIESEL

JOHN-PATRICK CURRAN
DIRECT DIAL: 646.378.7215
JPCURRAN@SPRLAW.COM

July 10, 2025

City of Coral Gables
Code Enforcement Division
427 Biltmore Way, Suite 100
Coral Gables, FL 33134
Attn: Rose Martinez

Re: Case #: NOVI-25-03-9563
Biltmore Apartments
935 Catalonia Avenue
Unit 8

Dear Ms. Matinez:

I am writing in response to the above-referenced Notice of Violation ("NOV"). According to the NOV, the basis of the violation is "Alleged mold growth identified within unit, reported by resident Ms. Josette Smith of Apt #8." On March 14, 2025, the property owner retained the Vertex Companies to perform a mold assessment of Unit 8 at 935 Catalonia Avenue (the "Apartment"). At the time of the assessment, the apartment was still occupied by Ms. Smith and the inspection included all visible surfaces in the Apartment. No visible mold growth was identified during that assessment. After Ms. Smith vacated the apartment, the property owner retained the Vertex Companies to do a follow-up, more invasive assessment of the Apartment. The follow-up assessment, which occurred on June 20, 2025, involved a more destructive approach consisting of cutting openings in exterior walls to allow inspection of concealed building materials. The invasive assessment found some evidence of suspect mold growth inside of the walls that was not otherwise visible or accessible without destructive means. Enclosed herewith is a Follow Up Mold Inspection Report & Remedial Protocol (the "Mold Report") prepared by the Vertex Companies. As the Mold Report confirms, there was no visible evidence of mold growth within the Apartment while the Apartment was occupied. Only after the Apartment was vacated could the concealed conditions be observed. As recommended by the Mold Report, the property owner intends to retain a Florida Licensed Mold Remediator to remove and remediate affected building materials in accordance with a written remediation protocol. Until that work is completed, the Apartment will remain unoccupied.

Sincerely,

John-Patrick Curran

VERTEX

VERTEX PROJECT
NO: 103868

July 7, 2025

Philips International Holding Corp.
40 Cutter Mill Road, Suite 405
Great Neck, New York 11021
c/o Mr. John-Patrick Curran,
Sive, Paget & Riesel P.C.

Subject: **Follow Up Mold Inspection Report & Remedial Protocol**
935 Catalonia Avenue – Unit 8
Coral Gables, Florida 33134
VERTEX Project No. 103868

Dear Mr. Curran:

The Vertex Companies, LLC, (VERTEX) is pleased to provide this report presenting the results of the Follow Up Mold Inspection conducted at 935 Catalonia Avenue Unit 8 in Coral Gables, Florida (herein referred to as the "subject property"). The Client (Philips International Holding Corp.) requested VERTEX to perform a follow up visual assessment of the Unit referenced above.

Based on our assessment, VERTEX recommends remediation of mold-impacted building materials by a Florida Licensed Mold Remediator following a Mold Remediation Protocol developed by a Florida Licensed Mold Assessor.

VERTEX appreciates the opportunity to provide support to Philips International Holding Corp. on this project. Please do not hesitate to contact the undersigned at (267) 889-4730 with any questions regarding this report or if we can be of further assistance. Thank you.

Sincerely,
The Vertex Companies, LLC

Karl Stefan
Senior Industrial Hygienist (CIEC)
Florida Licensed Mold Assessor #MRSA3175

Addison Lyons
Lead Industrial Hygienist

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1.0 INTRODUCTION

The Vertex Companies, LLC, (VERTEX) is pleased to provide this report presenting the results of the Follow Up Mold Inspection conducted at 935 Catalonia Avenue Unit 8 in Coral Gables, Florida (herein referred to as the "subject property").

Previously, a Limited Mold and Moisture Assessment was performed on March 14, 2025, by Ms. Addison Lyons, Industrial Hygienist of VERTEX, under the direction of Mr. Karl Stefan (CIEC), Senior Industrial Hygienist of VERTEX, and Florida Licensed Mold Assessor. A draft report was issued April 4, 2025, but was never finalized.

During VERTEX's Limited Mold and Moisture Assessment of Unit 8, moisture staining was obsereved in limited areas of ceilings and exterior walls, as well as the bathroom walls; no suspect visible mold growth (colonization) was obsereved on accessible building materials at the time of the assessment.

Based on the results of the initial assessment, the Client requested VERTEX to perform a follow up visual assessment of Unit 8, once the unit was vacated. The follow up assessment was performed to inspect the wall cavity in various locations for suspect visible mold growth (colonization). Wall cavity inspection required removal of building materials (cut openings in the plaster and lathe walls) in order to inspect areas not otherwise accessible/visible (e.g., wall cavities and backside of walls), which cannot be done easily when the unit is occupied.

The Follow Up Mold Inspection was performed on June 20, 2025, by Ms. Addison Lyons, Industrial Hygienist of VERTEX. The inspection was performed under the direction of Mr. Karl Stefan (CIEC), Senior Industrial Hygienist of VERTEX, and Florida Licensed Mold Assessor.

2.0 METHODOLOGIES

2.1 Visual Assessment

The follow up inspection included visual assessment of accessible portions of the wall cavity in a limited number of locations within Unit 8. Note, the inspection is limited to the accessible portions of the wall cavity in those locations and does not account for all wall cavity locations.

3.0 SITE RECONNAISSANCE AND OBSERVATIONS

The two-story apartment building is located at 935 Catalonia Avenue, and the apartment unit is approximately 700 square feet. Interior areas include a living room, dining area, kitchen, bathroom, and bedroom. Interior finishes include drywall and lath and plaster wall system, ceramic tiles, and faux wood vinyl flooring. Two wall mounted mini-split air conditioning (AC) units were noted in the apartment unit.

935 Catalonia Avenue – Unit 8

Table 1: 935 Catalonia Ave – Unit 8 – Observations by location from June 20, 2025

Area	Observations
Living Room	• SVMG observed on accessible building materials via wall cavity access at west perimeter wall (under window/in corner next to window), east wall, south perimeter wall (under window).
Dining Area	• No findings.
Kitchen	• SVMG observed on accessible building materials via wall cavity access at perimeter wall. • SVMG observed on backside of building materials via bathroom wall cavity (north kitchen wall).
Bathroom	• SVMG observed on accessible building materials via wall cavity access in multiple locations.
Bedroom	• SVMG observed on accessible building materials via wall cavity access at west perimeter wall (next to window) and south wall adjoining bathroom.
Other	• Unit 8 is vacant. • Suspect termite presence observed on wooden materials in several wall cavity access areas. • A strong malodor was detected at the time of the inspection.
SVMG – Suspect visible mold growth	

4.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the results of the follow up inspection, VERTEX offers the following conclusions and recommendations:

4.1 Conclusions

- Suspect visible mold growth was observed on accessible building materials in multiple wall cavities accessed within Unit 8.

4.2 Recommendations

1. It is recommended that remediation of affected building materials as identified in Appendix C (Site Diagram) be performed by a Florida Licensed Mold Remediator, following the attached Mold Remediation Protocol (Appendix D), written by a Florida Licensed Mold Assessor (MRSA#3175).

   Note: Multiple locations will require interim inspection by a qualified mold assessor following initial remediation to determine if additional remediation is recommended. VERTEX should be notified when the wall and ceiling cavities are exposed for inspection. Please refer to Appendix C (Site Diagram) and Appendix D (Mold Remediation Protocol).

2. Once all mold abatement/remediation process has been completed, the remediated areas should be visually inspected by a qualified mold assessor to determine the effectiveness of the remediation and/or cleaning efforts, prior to releasing the area for reconstruction and re-occupancy.

3. It will be helpful to evaluate the building envelope to determine if water and/or vapor intrusion is penetrating the building (interior and exterior). It will be helpful to evaluate the bathroom plumbing and shower system (e.g., pan). Professional contractors should be retained for assessment of these items and deficiencies should be addressed prior to any build back (reconstruction).

5.0 LIMITATIONS

Professional opinions presented in this report are based on information made available to VERTEX either by review of data provided by others or data obtained by VERTEX personnel. VERTEX affirms that data gathered and presented by VERTEX in this report was collected in an appropriate manner in accordance with generally accepted methods and practices. VERTEX cannot be responsible for decisions made by our Client solely on the basis of economic factors.

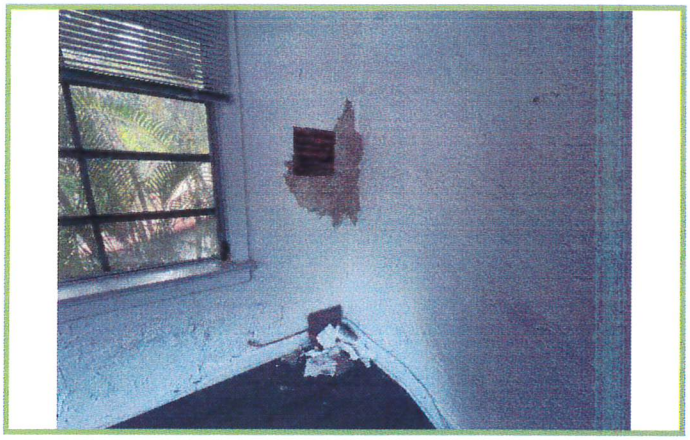
Real-time readings, microbial conditions, and observations are subject to the day and time in which they were observed and/or in which samples were obtained. The visual assessment was performed of readily accessible areas of the area of concern. Care was taken during the visual assessment to limit the disruption of spores from building surfaces; therefore, all walls and building materials were not able to be assessed and accurately quantified. Conducting a microbial inspection and subsequent remediation do not guarantee the eradication of all airborne fungal amplifiers (which may/may not be a natural intrusion from outdoor air), surface colonies, or mold producing conditions within any given space.

This report does not purport to be representative of future subject property conditions or events. Changes in conditions which affect the potential for moisture intrusion and mold growth can occur over time. Should additional information become available which would affect the status of this report, we reserve the right to amend our opinions and professional judgments. There are no guarantees that adverse health effects will not occur or re-occur. Under the right conditions, adverse health effects can occur.

APPENDIX A

PHOTOLOG

Photographic Documentation
935 Catalonia Avenue – Unit 8
Coral Gables, Florida 33134
VERTEX Project Number 103868



Photograph #1: Living Room West Perimeter Wall – Photo depicts wall access location.



Photograph #2: Living Room West Perimeter Wall – Photo depicts debris (see bottom of Photograph 1) with SVMG on backside of building materials.



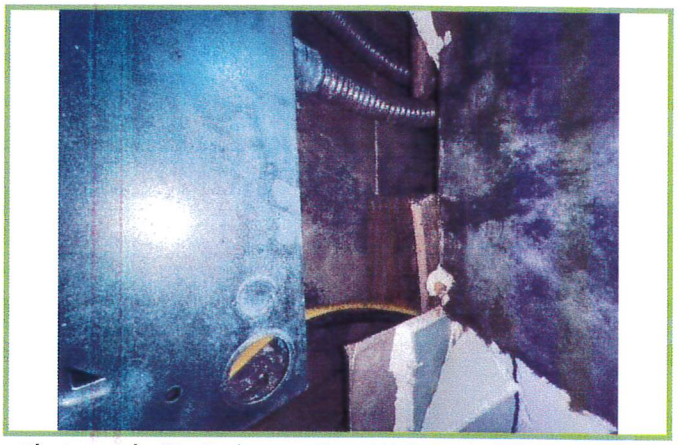
Photograph #3: Living Room West Perimeter Wall – Photo depicts backside of wall texture with SVMG.



Photograph #4: Bathroom North Wall – Photo depicts wall access location.



Photograph #5: Bathroom East Wall – Photo depicts wall access location and SVMG on backside of building material (bathroom wall).



Photograph #6: Bathroom East Wall – Photo depicts wall access location and SVMG on backside of building material (bedroom wall).

Photographic Documentation
935 Catalonia Avenue – Unit 8
Coral Gables, Florida 33134
VERTEX Project Number 103868



Photograph #7: Bedroom West Perimeter Wall – Photo depicts wall access location and SVMG on backside of building materials.



Photograph #8: Bathroom Wall Cavity – Photo depicts SVMG on backside of building material.

VERTEX

APPENDIX B

CERTIFICATION

THE VERTEX COMPANIES, LLC
400 N TAMPA STREET, SUITE 1420
TAMPA, FL 33602

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD ASSESSOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

STEFAN, KARL

455 EAST FRANCIS AVENUE
AMBLER PA 19002

LICENSE NUMBER: MRSA3175

EXPIRATION DATE: JULY 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/26/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

APPENDIX C

SITE DRAWING

THE VERTEX COMPANIES, LLC
400 N TAMPA STREET, SUITE 1420
TAMPA, FL 33602

DRAWING 1. REMEDIATION AREAS – 935 Catalonia Avenue, Unit 8



	Purple line – Remove the wall from the floor up to 2 feet to allow for additional inspection and remediation as needed. Contact VERTEX when these areas are ready for inspection.
	Green line – Remove the wall from floor to ceiling.
	Blue line – Remove the wall from floor to ceiling.
*	**Areas of the ceiling that display water staining and water damage should be removed to allow for additional inspection and remediation as needed. Contact VERTEX when these areas are ready for inspection.**

Identification of additional water-damaged materials or materials with suspect microbial growth may necessitate the removal of materials 2 feet past visible damage.

Drawing: NOT TO SCALE

VERTEX

APPENDIX D

REMEDIAL PROTOCOL

THE VERTEX COMPANIES, LLC
400 N TAMPA STREET, SUITE 1420
TAMPA, FL 33602

PROJECT SPECIFIC SCOPE OF WORK

The VERTEX Companies, LLC. (VERTEX), has prepared this Mold Remediation Protocol for Unit 8 at 935 Catalonia Avenue, Coral Gables, Florida 33134, for Philips International Holding Corp., in care of Mr. John-Patrick Curran (CLIENT). Information regarding the project, applicable rules and guidelines, remediation areas, remediation methods, personal protective equipment (PPE), containment procedures, and clearance criteria is presented herein. For the purposes of this protocol, Owner shall be defined as Philips International Holding Corp. in care of Mr. John-Patrick Curran and Consultant shall be defined as VERTEX.

The goal of mold remediation is to remove or clean contaminated materials in a way that prevents the emission of mold from leaving the work area and entering an occupied or non-remediation area, while protecting the health of workers performing remediation. VERTEX recommends that the source of the on-going water intrusion be identified and rectified, prior to any site restoration activities.

This Mold Remediation Protocol was prepared based on a visual assessment performed by Ms. Addison Lyons under the direction of Mr. Karl Stefan, Florida Licensed Mold Assessor (License No. MRSA3175) on June 20, 2025. VERTEX has provided a threshold for abatement using methods and suggestions described in industry-accepted remedial guidelines provided by the Environmental Protection Agency (EPA) document "*Mold Remediation in Commercial Building and Schools.*" If visible mold, not addressed in this scope of work, is observed by the mold remediation contractor during remediation, VERTEX should be contacted immediately to modify this plan.

1.0 GENERAL PROVISIONS

A. In general, the remediation contractor shall furnish labor, materials, services, permits, insurance, and equipment, which is specified, shown, or reasonably implied for remediation activities specified in the remediation protocol.

Note: It is possible, if not likely, that additional areas of fungal colonization will be encountered during remediation work. Additional areas encountered during remediation work should be evaluated by a qualified environmental professional, who is experienced in microbial assessment and remediation. Appropriate remediation methods to be employed by the Contractor for any newly encountered damaged materials, shall be promulgated by The Owner or their representative.

B. The following standards, regulations, and reference documents are incorporated herein by reference and made a part of this specification.

1. Standards and Regulation Documents:

a. Occupational Safety and Health Administration, Respiratory Protection, 29 CFR Part 1910.134;

b. U.S. Department of Labor, Occupational Health and Safety Administration, A Brief Guide to Mold in the Workplace;

c. United States Environmental Protection Agency, Office of Air and Radiation, Indoor Environments Division. Mold Remediation in Schools and Commercial Buildings. March 2001. EPA 402-K-01-001;

d. New York City Department of Health, Bureau of Environmental and Occupational Disease Epidemiology. Guidelines on Assessment and Remediation of Fungi in Indoor Environments;

e. Institute of Inspection, Cleaning and Restoration, IICRC S520, Standard and Reference Guide for Professional Mold Remediation;

f. National Air Duct Cleaners Association, Assessment, Cleaning, and Restoration of HVAC Systems;

g. OSHA Respiratory Protection Standard, 29 CFR Parts 1910 and 1926; and

h. Current industry best practices and guidelines.

i. All other Federal, State, County, and City regulations, codes, and ordinances as applicable.

These regulations, in the most current version, are applicable throughout this project. Where there is a conflict between specifications in this remediation protocol and State, Federal, or local regulations, the more restrictive or stringent requirements shall prevail.

2. **Reference Documents:**

j. *Standard Guide for Readily Observable Mold and Conditions Conducive to Mold in Commercial Buildings: Baseline Survey Process.* 2007. ASTM E2418-06. American Society for Testing and Materials.

k. *Mold Remediation in Schools and Commercial Buildings*. 2001. U.S. Environmental Protection Agency.

l. *Standard and Reference Guide for Professional Water Damage Restoration S500 (4th Edition).* 2015. Institute of Inspection, Cleaning, and Restoration Certification (IICRC).

m. *Standard and Reference Guide for Professional Mold Remediation S520 (3rd Edition).* 2015. *Institute* of Inspection, Cleaning, and Restoration Certification (IICRC).

n. *Assessment, Cleaning, and Restoration of HVAC Systems ACR 2021*. 2021. National Air Duct Cleaners Association.

o. *Guidelines for the Protection and Training of Workers Engaged in Maintenance and Remediation Work Associated with Mold*. 2005. National Institute of Environmental Health Sciences.

C. This protocol is considered a living document and may be modified as events warrant changes.

D. The Contractor is not responsible for replacement of materials removed as part of this work.

2.0 HEALTH AND SAFETY

Remediation work shall be performed in compliance with applicable regulatory standards including, but not limited to, OSHA 29 CFR 1910 Standards for General Industry, OSHA 29 CFR 1926 Standards for the Construction Industry, and the U.S Environmental Protection Agency guideline for mold remediation. Provisions of this protocol relating to health and safety of workers, the public, and protection of the environment are minimum standards. The remediation contractor is responsible for determining whether additional and/or more stringent protective measures are required by local, state, or federal regulations, ordinances, or guidelines. Failure on behalf of the remediation contractor to comply with applicable requirements does not relieve the contractor from liability and/or requirements for performance of the work. Cited regulations, in the most current version, are applicable throughout this project. Where there is a conflict between this protocol and State, Federal, or local regulations, the more restrictive or stringent requirements shall prevail.

The remediation contractor shall maintain the following documents on-site:

1. Safety Data sheets (SDS) and application instructions for chemical products to be used.
2. Copies of the Project Health and Safety Plan and site Job Safety Analysis.
3. Copies of federal, state, and municipal licenses and permits required for this project.

The Contractor is responsible at all times for security of the jobsite each day. The Contractor shall remain at the jobsite until the owner secures the building. The Contractor shall have only one area of access into the work areas. At no time shall the contractor be permitted access into any other occupied parts of the facility without the Owner/Consultant's approval.

3.0 UTILITIES

The property owner shall provide water and power supply (i.e., electricity) from existing sources, when the contractor's use is not excessive. Where existing utilities or facilities are not adequate or cannot be used, the remediation contractor is responsible for providing alternative sources of potable water, personal hygiene, and electrical power. The contractor shall supply additional electrical circuit and distribution panels, as appropriate. The property owner will be responsible for disarming the fire system and water valves for each room in the work area.

Any heating/cooling that may be required by the Contractor is the responsibility of the Contractor.

4.0 PROJECT COORDINATION

A. **Remediation Worker Hygiene and Comfort**: The remediation contractor will coordinate with the property owner for use of existing hygiene facilities and if these are not available to workers, the contractor will provide portable hygiene facilities for remediation workers, including access to potable water for drinking and personal hygiene. The contractor will consider weather conditions and provide for worker safety and comfort during periods of high or low ambient temperatures, in accordance with federal and state regulations.

B. **Access to the Building**: Only authorized individuals in the employment of the remediation contractor and VERTEX will be permitted to enter work areas during remediation work. Individuals entering a work area will sign the entry log and will wear appropriate PPE, as applicable. If use of an approved respirator is required at the time of entry, the individual must meet OSHA regulations for wearing a

respirator. In an emergency, emergency response personnel will be allowed access without log entry or PPE.

C. **Authority to Stop Work**: Representatives of the owner and VERTEX have the authority to stop remediation work at any time they determine that conditions are not within the parameters of the protocol and applicable regulations. The stoppage of work shall continue until conditions have been corrected, to the satisfaction of the owner and/or VERTEX.

D. **Emergency Exits**: The remediation contractor shall establish visible emergency and fire exits from the work area(s). Engineering controls for remediation work areas shall not impede common access to emergency exits in the building.

E. **Injuries**: If an injury to a worker occurs, the appropriate emergency response agencies shall be contacted, immediately, for assistance. The remediation contractor shall stop work until the injured person has been removed from the work area and the cause of the injury has been determined and corrected. Work shall be curtailed until the injured are removed from the area and the cause of the accident/injury has been determined and corrective actions taken.

F. **Decontamination for workers**: Workers and others, who enter the contained work area(s), shall be required to decontaminate as they exit the work area. Decontamination includes HEPA-vacuuming PPE and then removing the PPE, as appropriate, within a work area or decontamination chamber. Workers will not appear in public areas in PPE. Injured workers shall be decontaminated, as appropriate, as they are removed from the contained work area.

5.0 PROJECT SUBMITTALS

A. The Contractor shall submit a work schedule prior to the start of the project. Any changes to the work schedule must be submitted in writing 24 hours in advance to the Consultant for review and possible approval.

B. Upon completion of work and prior to approval of final payment, the contractors may be requested to submit the following documentation to VERTEX, as part of a post-job submittal package:

1. **Daily Logs:** Copies of daily logs describing the work performed each day, names of all workers and visitors on-site, any unusual activities, etc. The daily logs shall be signed by the contractor's remediation supervisor.

2. **Completion Submittal Checklist**

   Final Completion Submittals/Close-out Documentation, as appropriate for project:

   a. Visitor's register/sign-in logs
   b. Daily site and containment entry/exit logs

c. Copies of citations/violations
d. Copies of safety meeting attendance records
e. Copies of reports of accidents/first aid administration

6.0 MATERIALS

A. Materials and equipment proposed to be used on this project shall be subject to the acceptance of the property owner and VERTEX, and in compliance with local, state, and federal regulations and requirements. The contractor shall supply well-maintained tools and equipment. Tools and equipment shall only be used for their intended purposes and should include but not be limited to:

1. **Critical Barriers**
2. **Tape**
3. **Polyethylene Sheets and Bags**
4. **Personal Protective Equipment**
5. **Cleaning Agents/Detergents**
6. **Disinfectants**
7. **Vacuum Equipment**
8. **Lighting**

7.0 GENERAL REMEDIATION METHODS

A. The following provides general guidelines for remediation methods. The listed remediation methods are not meant to exclude other similarly effective methods. Changes or variances to the recommended protocols should be requested by the remediation contractor, in writing, and approved by the owner and VERTEX, in writing, in a timely manner.

1. If operational, components of the heating, ventilation, and air conditioning (HVAC) systems, located in work areas (i.e. supply and return air vents) will be isolated by critical barriers during remediation work, except for instances where the diffuser and accessible interior supply duct are being cleaned.
2. Electrical wiring and components, located inside the work areas, shall be de-energized and secured (lock-out, tag out), as necessary, prior to beginning work. The remediation contractor shall retain the services of a licensed electrician to provide a temporary power panel and equipment in

compliance with all electrical code requirements for temporary electrical systems.

3. Electrical cords and equipment, used by the remediation contractor, shall be connected to a ground fault circuit interrupter (GFCI) in-line with the supplied current. Electrical equipment will not be used if the "ground prong" of the plug has been damaged or is missing.

4. The remediation contractor shall supply fire extinguishers appropriate for the anticipated conditions at the subject site.

5. The remediation contractor shall provide temporary lighting in the work area, as necessary. The lighting shall be sufficient to adequately illuminate the work area.

6. Engineering controls and critical barriers shall be established to isolate each work area. Critical barriers must be built using (at a minimum) polyethylene sheeting of 6-millimeter thickness. Use moisture resistant adhesives (tape and spray on glue) that will provide continuous sealing of the barriers.

7. Critical barriers shall be established from floor to ceiling, with decontamination chamber for access into the contained work area(s).

   A single chambered decontamination unit is the minimum prescribed and may be located to best support contractor needs.

8. Warning signs in both English and Spanish will be posted at access points to the contained work area(s) to advise of danger and limit access to the work area.

9. High volume air filtration devices (AFD) shall be used to provide negative air pressure and/or air filtering within work areas, as required for worker protection, if the area is vacant. AFD shall provide a minimum of four (4) air changes per hour and a negative pressure differential of at least -0.02" H_2O (water in glass tube manometer) or 5 Pascals (Pa) (digital manometer). The AFD shall be located as recommended in the IICRC S520 and ducted to the outdoors with flexible tubing. Remediation contractor shall ensure AFDs are in a clean condition with new filters that are properly seated. Remediation contractor shall routinely inspect AFDs to replace filters as needed (e.g., those that display loading) and clean AFD surfaces.

10. Make-up air for negatively pressurized work areas may be drawn from outdoors. It is recommended that make-up air be filtered before it enters the work area, preferably with a micro-particulate type air filter.

11. Remediation contractor shall provide dehumidification equipment to maintain the work areas at a relative humidity ≤50% during the remediation.

12. Damaged building materials removed from the structure shall be reduced

to manageable fragments and placed in 6-mil polyethylene bags for disposal. Waste filled bags will be decontaminated prior to leaving the decontamination chamber, bagged in a second polyethylene bag, and sealed closed.

13. Wall systems shall be removed by cutting manageable size pieces with a sharp instrument (e.g., knife, saw, roto-zip) and placed in disposal bags. Gypsum board should not be removed by smashing with a hammer or other instrument. Nails and screw fasteners shall be removed from the supporting framing.

14. Workers should be advised of work practices for emergency situations.

15. The Contractor shall provide hygiene facilities for the work crews.

16. A waste disposal dumpster may be positioned near the facility. Coordinate with the property owner and municipal authorities, as necessary.

8.0 SPECIFIC PROTOCOLS

The following tasks are intended to be guidelines for microbial damage remediation of specific areas:

935 Catalonia Avenue – Unit 8

1. Remove and discard the following materials (as indicated in the Diagram provided in Appendix C, Site Drawing)
   a. Floor to ceiling of wall system on perimeter walls.
   b. Floor to ceiling of wall system throughout bathroom. This includes fixtures/furnishings such as the sink cabinet, shower walls, etc. The cabinet should be assessed for water damage and affected portions be removed or the cabinet discarded.
   c. Lower 2 feet of wall system throughout living room, dining area, and bedroom. **After removal, the exposed wall cavity will be inspected by the Consultant to determine if additional remediation is warranted. Please contact VERTEX upon completion to schedule the inspection.**
   d. For the ceilings, any areas displaying water staining or water damage shall be removed to encompass the water staining/water damage or approximately 2 feet x 2 feet (whichever is larger). **After removal, the exposed ceiling cavity will be inspected by the Consultant to determine if additional remediation is warranted. Please contact VERTEX upon completion to schedule the inspection.**

2. Remove any additional affected porous building materials in the wall cavities, at least two feet beyond the site of visible discoloration (where applicable).
3. If suspected mold growth/water damage is observed on semi-porous wood framing (if present) within the wall cavity, the Contractor shall contact the Owner's representative or the designated environmental professional for consultation. These materials will be designated for removal or cleaning as appropriate, which may include abrasive techniques (sanding).
4. The Work Area should be clean with no visible mold, visible dust or debris. The interstitial wall cavity should be generally clean without visible mold on exposed surfaces. If visible mold or dust/debris is observed, the remediation contractor should re-clean surfaces inside the work area as described above.
5. Prior to remediation, remove HVAC systems (mini-split systems) from the walls prior to remediation and isolate/seal them with 6-mil polyethylene sheeting). HVAC systems shall be cleaned by a NADCA certified HVAC contractor in accordance with guidelines of the NADCA ACR, 2021 edition, "Assessment, Cleaning & Restoration of HVAC Systems". The HVAC systems shall be placed in a designated onsite clean storage area outside of Unit 8. New filters should be provided for the HVAC systems.
6. Prior to remediation, remove the refrigerator, oven, microwave, or similar appliances from the unit prior to work start. Clean these items and place them in the designated onsite clean storage area outside of Unit 8.

9.0 FINAL CLEANING PROTOCOL

1. Debris and dust in the work areas are to be removed.
2. Thoroughly vacuum floors, exposed framing, and remaining materials of walls, ceilings and floors with a HEPA-filtered vacuum.
3. Use of crevice tools and attachments that allow access to small areas is recommended to promote thorough removal of dust and debris.
4. Thoroughly damp-wipe surfaces (i.e., framing and smooth materials) with a detergent/cleanser/disinfectant solution. Product use should be consistent with manufacturer's label instructions.
5. Do not saturate materials being cleaned. Allow the cleaning solution to dwell on surfaces for recommended contact time.
6. Conduct a second thorough vacuuming of cleaned surfaces with HEPA-filtered vacuum.

10.0 WORK CONTINGENCY

Should hidden damage be identified during gross removal, the remediation contractor shall advise VERTEX and request evaluation and modification of the protocol. The contractor will address damage in the prescribed increments until advised by VERTEX of changes to the protocol.

11.0 POST-REMEDIATION EFFICACY CRITERIA

The post-remediation assessment shall be performed while the containment is still in place.

A. Upon completion of remediation and fine cleaning, the work area shall be visually surveyed by VERTEX to ensure that the work area has met the following criteria:

1. Contractor materials, equipment, waste bags, etc. shall be removed from the work area except for AFD and temporary lighting.
2. The work area shall be visually free of mold-contaminated materials and associated dust or debris. Re-cleaning of the work area shall be required if the above criteria are not met.

B. If the contractor fails to meet the post-remediation criteria because of contractor error or negligence, the contractor shall re-clean the work area, at no additional cost.

C. **Re-occupancy and restoration activities for the work areas should not begin until Consultant receives and interprets the post-remediation microbial sampling results and notifies the owner and/or remediation contractor that the visual inspection and sample results have met the post remediation verification criteria.**

D. If the criteria in this section have been satisfied, then the work area will have met the efficacy screening criteria. Critical barriers and engineering controls may be dismantled and removed. Waste materials shall be bagged and discarded.

12.0 WASTE DISPOSAL

Wastes from remediation work within the unit shall be discarded as normal construction debris in an appropriate container and dumped in a landfill, in accordance with applicable state and municipal regulations. Although mold on building materials is not considered a hazardous waste, precautions to prevent others from exposure to this trash should be enacted.

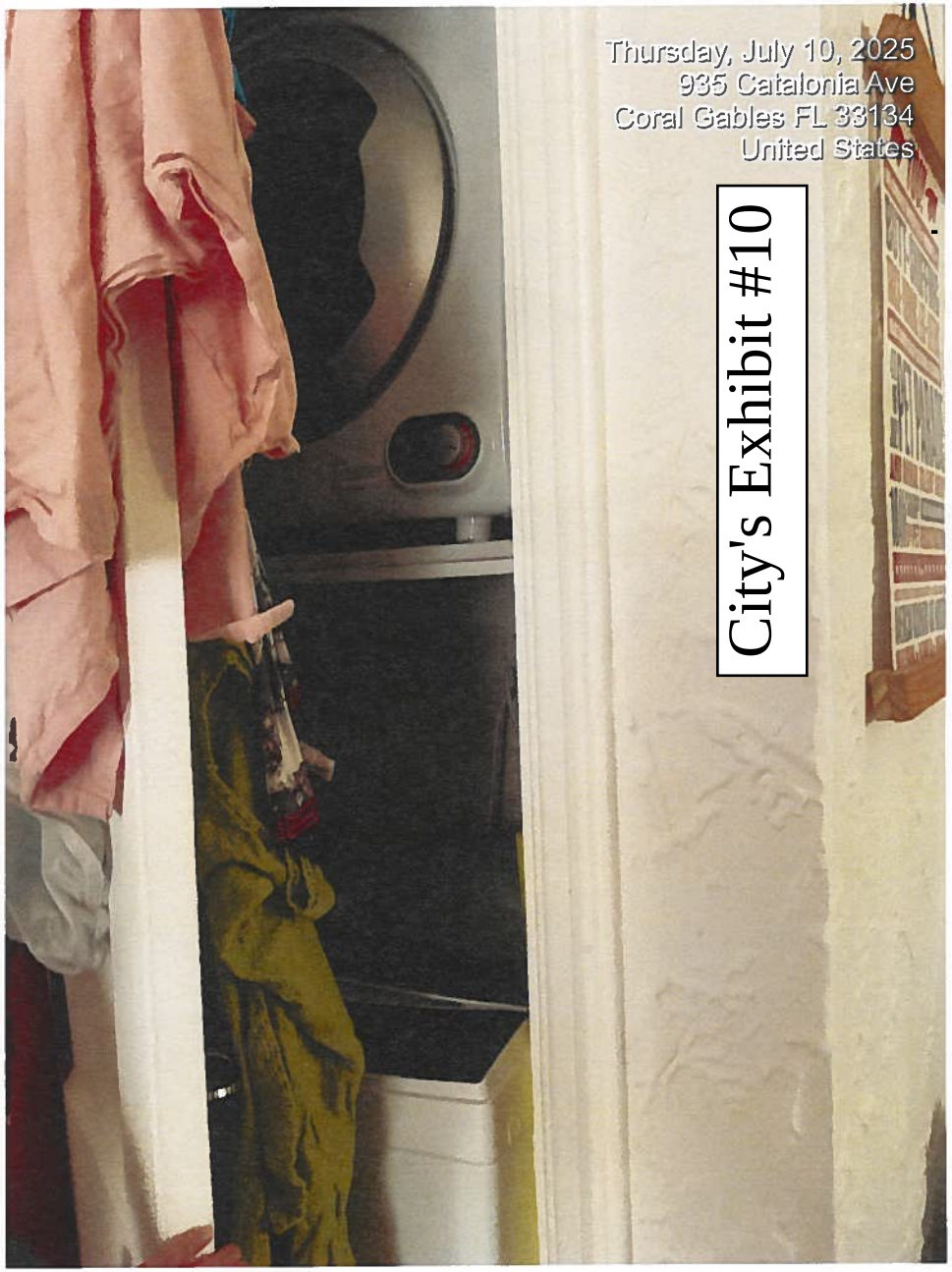
VERTEX®

The Vertex Companies, LLC

For All Inquiries call (888) 298-5162

vertexeng.com


Thursday, July 10, 2025
935 Catalonia Ave
Coral Gables FL 33134
United States


Thursday, July 10, 2025
935 Catalonia Ave
Coral Gables FL 33134
United States
City's Exhibit #10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Thursday, July 10, 2025
935 Catalonia Ave
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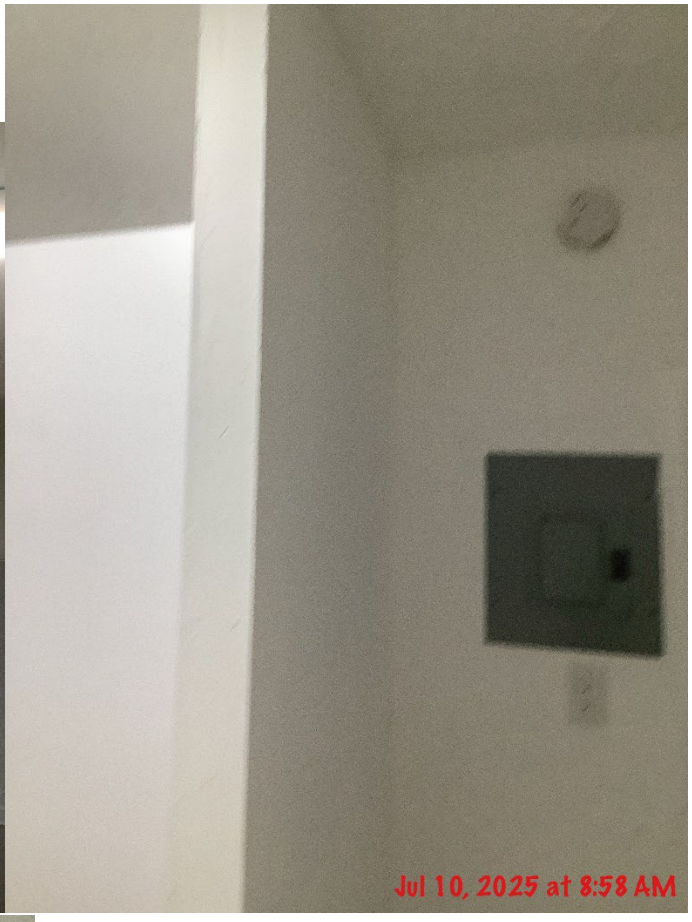
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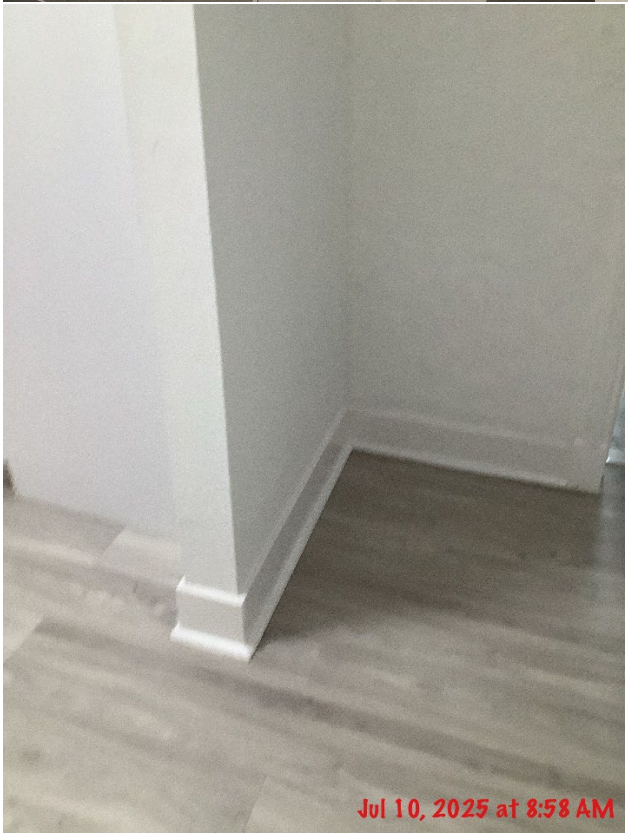
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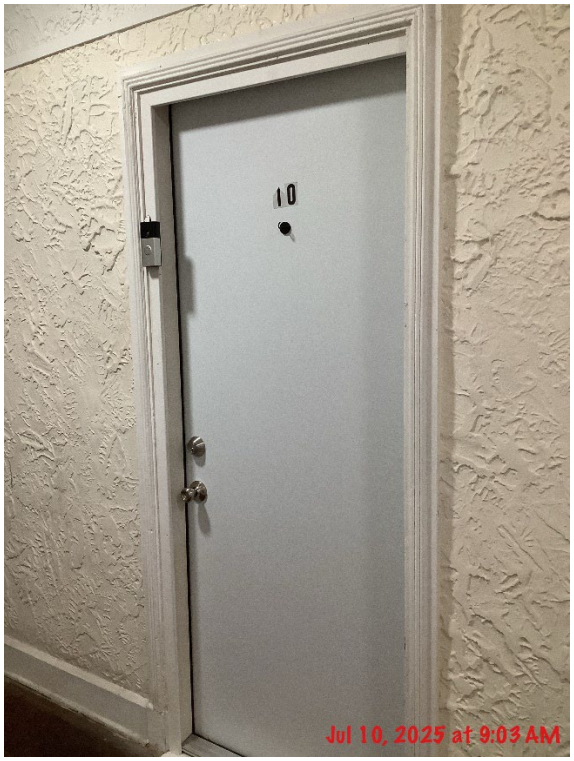
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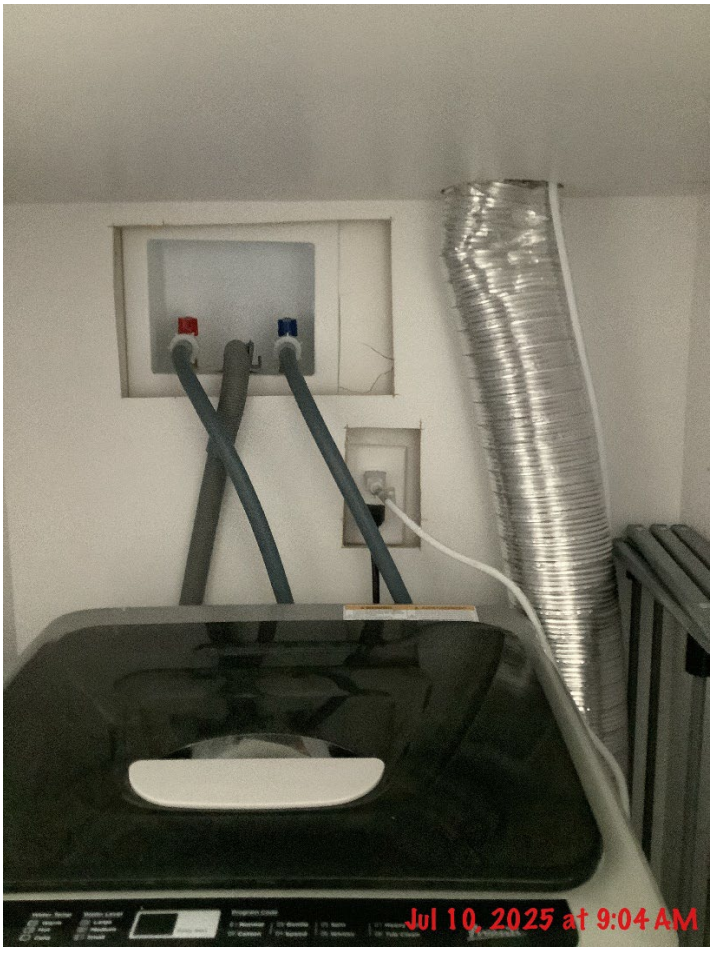
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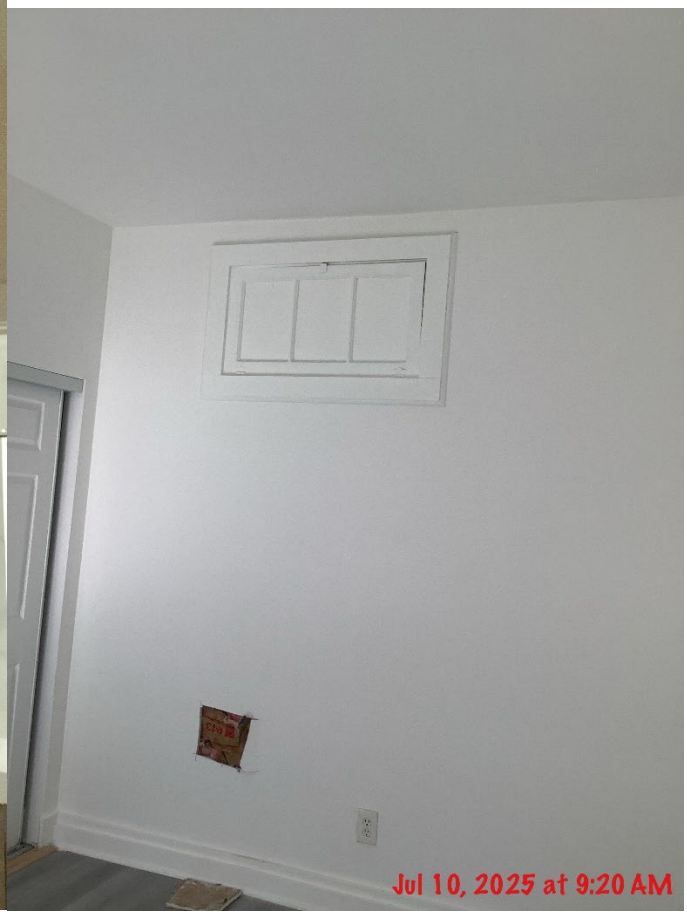
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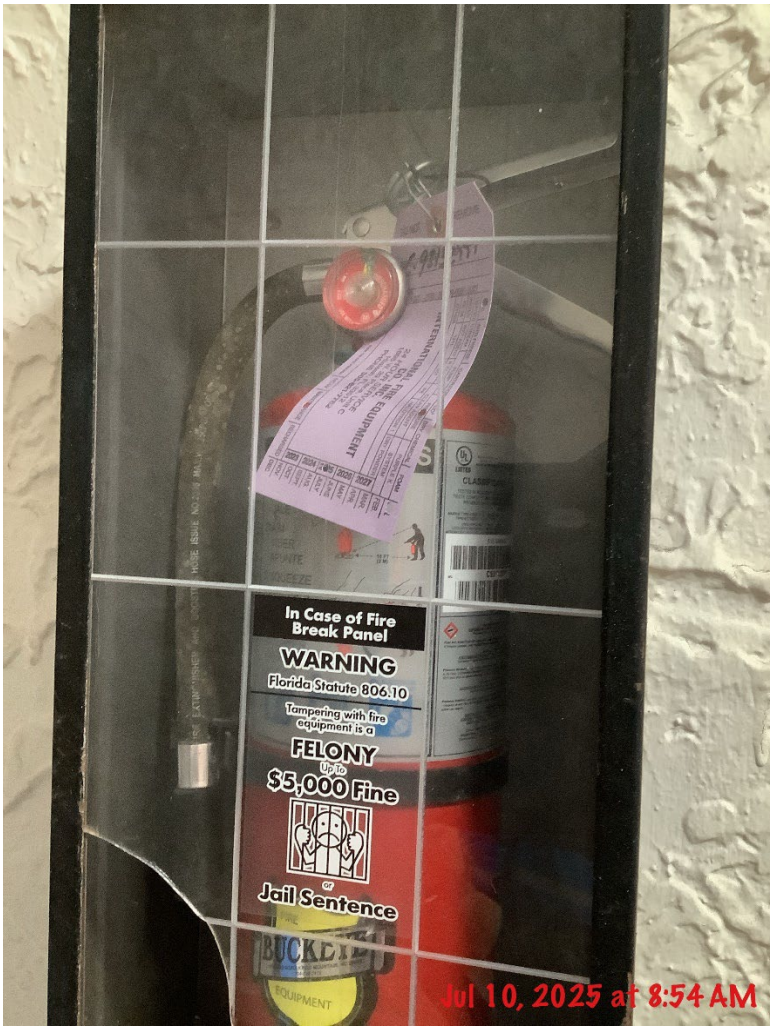
In Case of Fire
Break Panel
WARNING
Florida Statute 806.10
Tampering with fire equipment is a
FELONY
Up To
$5,000 Fine
or
Jail Sentence
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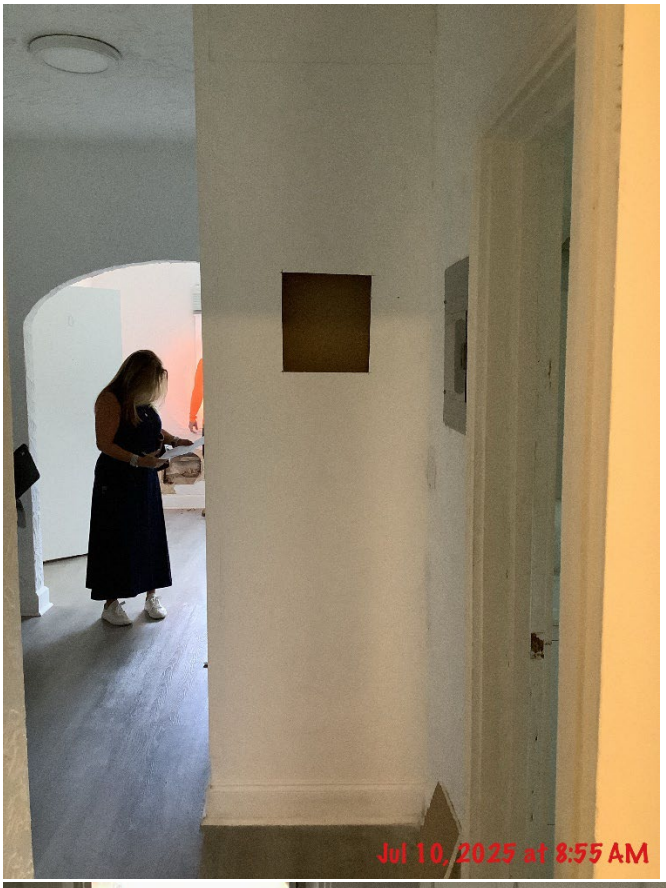
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