

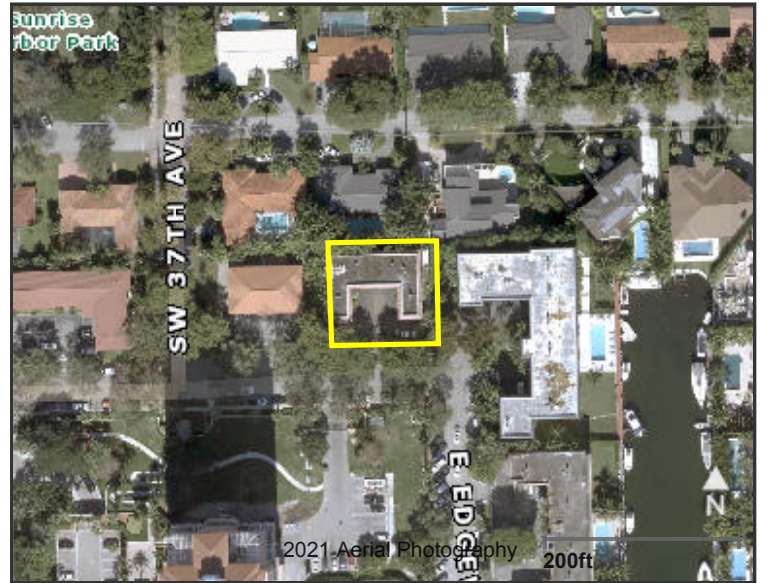


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 10/25/2022

Property Information	
Folio:	03-4129-041-0280
Property Address:	11 E EDGEWATER DR Coral Gables, FL 33133-6924
Owner	EDGEWATER FIFTY ONE INC
Mailing Address	1421 URBINA AVE CORAL GABLES, FL 33146-1927
PA Primary Zone	5002 HOTELS & MOTELS - GENERAL High Density
Primary Land Use	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths / Half	12 / 12 / 0
Floors	3
Living Units	8
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	11,090 Sq.Ft
Lot Size	11,000 Sq.Ft
Year Built	1972



Assessment Information			
Year	2022	2021	2020
Land Value	\$660,000	\$660,000	\$660,000
Building Value	\$852,769	\$734,925	\$550,215
XF Value	\$0	\$0	\$0
Market Value	\$1,512,769	\$1,394,925	\$1,210,215
Assessed Value	\$1,464,359	\$1,331,236	\$1,210,215

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$48,410	\$63,689	

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

Short Legal Description
29 32 54 41 SUNRISE HARBOUR REV PL PB 65-22 LOT 8 BLK 2 LOT SIZE 110.000 X 100 OR 21121-3986 02/2003 1

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,464,359	\$1,331,236	\$1,210,215
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,512,769	\$1,394,925	\$1,210,215
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,464,359	\$1,331,236	\$1,210,215
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,464,359	\$1,331,236	\$1,210,215

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
02/01/2003	\$1,280,000	21121-3986	Sales which are qualified
01/01/1994	\$625,000	16358-3865	Sales which are qualified
08/01/1991	\$0	15196-1988	Sales which are disqualified as a result of examination of the deed
09/01/1973	\$225,000	00000-00000	Sales which are qualified

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

Version:

City's Exhibit #1

SALES INFORMATION ⓘ

Previous Sale	Price	OR Book-Page	Qualification Description
02/01/2003	\$1,280,000	21121-3986	Sales which are qualified
01/01/1994	\$625,000	16358-3865	Sales which are qualified
08/01/1991	\$0	15196-1988	Sales which are disqualified as a result of examination of the deed
09/01/1973	\$225,000	00000-00000	Sales which are qualified
11/01/1971	\$50,000	00000-00000	Sales which are qualified

For more information about the Department of Revenue's Sales Qualification Codes.

2022 2021 2020

LAND INFORMATION ⓘ

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

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	A-13	5002 - HOTELS & MOTELS - GENERAL High Density	Square Ft.	11,000.00	

BUILDING INFORMATION ⓘ

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

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1972			1,148	
1	2	1972			2,572	
1	3	1972			7,370	

EXTRA FEATURES ⓘ

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

Description	Year Built	Units	Calc Value
Cent.A/C - Comm (Aprox 300 sqft/Ton)	1972	16	
Paving - Asphalt	1972	2,812	
Wall - CBS unreinforced	1972	224	

ADDITIONAL INFORMATION

* The information listed below is not derived from the Property Appraiser's Office records. It is provided for convenience and is derived from other government agencies.

LAND USE AND RESTRICTIONS

Community Development District:	NONE	Community Redevelopment Area:	NONE
Empowerment Zone:	NONE	Enterprise Zone:	NONE
Urban Development:	INSIDE URBAN DEVELOPMENT BOUNDARY	Zoning Code:	MF3 -
Existing Land Use:	30 - MULTI-FAMILY, LOW-DENSITY (UNDER 25 DU/GROSS ACRE).	Government Agencies and Community Services	

OTHER GOVERNMENTAL JURISDICTIONS

Business Incentives	Childrens Trust	City of Coral Gables	Environmental Considerations
Florida Inland Navigation District	PA Bulletin Board	Special Taxing District and Other Non-Ad valorem Assessment	School Board
Tax Collector			South Florida Water Mgmt District

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

For inquiries and suggestions email us at <http://www.miamidade.gov/PAPortal/ContactForm/ContactFormMain.aspx>.

Version: 2.0.3



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
EDGEWATER FIFTY ONE, INC.

Filing Information

Document Number	P97000048325
FEI/EIN Number	65-0766190
Date Filed	06/02/1997
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	04/24/2018

Principal Address

1421 Urbino Ave
Coral Gables, FL 33146

Changed: 06/07/2020

Mailing Address

1421 URBINO AVE
CORAL GABLES, FL 33146

Changed: 11/26/2003

Registered Agent Name & Address

RODOLAKIS, GEORGIA
1421 URBINO AVE
CORAL GABLES, FL 33146

Name Changed: 09/06/2018

Address Changed: 11/26/2003

Officer/Director Detail

Name & Address

Title President, Director

RODOLAKIS, GEORGIA

City's Exhibit #2

1421 URBINO AVE
CORAL GABLES, FL 33146

Title VP, Director

Rodolakis, Stella
1421 URBINO AVE
CORAL GABLES, FL 33146

Annual Reports

Report Year	Filed Date
2020	06/07/2020
2021	04/14/2021
2022	04/14/2022

Document Images

04/14/2022 -- ANNUAL REPORT	View image in PDF format
04/14/2021 -- ANNUAL REPORT	View image in PDF format
06/07/2020 -- ANNUAL REPORT	View image in PDF format
04/19/2019 -- ANNUAL REPORT	View image in PDF format
09/06/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
04/24/2018 -- REINSTATEMENT	View image in PDF format
03/27/2015 -- ANNUAL REPORT	View image in PDF format
03/09/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
05/20/2012 -- ANNUAL REPORT	View image in PDF format
07/07/2011 -- ANNUAL REPORT	View image in PDF format
03/13/2011 -- ANNUAL REPORT	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
04/15/2009 -- ANNUAL REPORT	View image in PDF format
07/14/2008 -- ANNUAL REPORT	View image in PDF format
04/11/2007 -- ANNUAL REPORT	View image in PDF format
03/17/2006 -- ANNUAL REPORT	View image in PDF format
02/11/2005 -- ANNUAL REPORT	View image in PDF format
08/11/2004 -- ANNUAL REPORT	View image in PDF format
11/26/2003 -- REINSTATEMENT	View image in PDF format
07/15/2002 -- ANNUAL REPORT	View image in PDF format
04/20/2001 -- ANNUAL REPORT	View image in PDF format
05/04/2000 -- ANNUAL REPORT	View image in PDF format
04/21/1999 -- ANNUAL REPORT	View image in PDF format
06/30/1998 -- ANNUAL REPORT	View image in PDF format
06/02/1997 -- Domestic Profit Articles	View image in PDF format

City of Coral Gables

ONLINE SERVICES

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Permits and Inspections: Search Results

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New Permit Search

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
PL-21-02-7132	02/24/2021	11 E EDGEWATER DR	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR COMMERCOIAL MISC. RENOVATIONS IN APT'S	final	02/24/2021	12/30/2021	0.00
ME-20-12-5033	12/05/2020	11 E EDGEWATER DR	MECH COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL *EXACT AC CHANGE OUT (2 TONS/ 1 KW) @ APT. 5 \$3370	final	12/11/2020	02/10/2021	0.00
ME-20-12-5032	12/05/2020	11 E EDGEWATER DR	MECH COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL *EXACT AC CHANGE OUT (2 TONS/ 1 KW) @ APT. 2 \$3370	final	12/11/2020	02/10/2021	0.00
CE-20-12-5007	12/04/2020	11 E EDGEWATER DR	CODE ENFORCEMENT LIEN SEARCH	Air Conditioning change out in Apt 2 // AS PER VIVIAN FROM AV SERVICE INC SHE WAS TRYING TO PULL A PERMIT TO INSTALL AN AIR CONDITIONER AND PULLED THE WRONG CODE UNDER CODE ENFORCEMENT. HER CONTACT # (30% 479-0111.	canceled		12/11/2020	0.00
CE-20-10-6706	10/16/2020	11 E EDGEWATER DR	CODE ENF LIEN SEARCH	LIEN SEARCH	final	10/19/2020	10/19/2020	0.00
RV-20-07-6299	07/13/2020	11 E EDGEWATER DR	REVISION TO PERMIT	REVISION - ELECTRICAL	final	07/17/2020	07/17/2020	0.00
AB-20-03-6652	03/06/2020	11 E EDGEWATER DR	BOA COMPLETE (LESS THAN \$75,000)	RESIDENTIAL *INTERIOR/ EXTERIOR- SITE WORK (ASSOCIATED WITH BL19064605) \$10,000	final	03/06/2020	09/16/2020	0.00
RV-20-02-4883	02/07/2020	11 E EDGEWATER DR	REVISION TO PERMIT	REVISION - PLUMBING, FLOOR PLAN	final	03/23/2020	03/23/2020	0.00
PW-19-11-4456	11/14/2019	11 E EDGEWATER DR	SEWER PERMIT-WATER LINES BY	SEWER LATERIAL REPAIR. CANCEL PERMIT WORK	canceled			0.00

City's Exhibit #3

			PRIVATE CONTRACTORS	PERFORMED BY CITY CONTRACTOR UNDER OPEN PERMIT FOR LATERALS				
PW-19-11-4436	11/14/2019	11 E EDGEWATER DR	SIDEWALK REPLACEMENT PERMIT	SIDEWALK REPLACEMENT. PERMIT CANCELLED. CITY OF CORAL GABLES FIXED SIDEWALK.	canceled		07/15/2020	0.00
EL-19-09-4307	09/23/2019	11 E EDGEWATER DR	ELEC COMMERCIAL / RESIDENTIAL WORK	30 DAYS TEMPORARY FOR TESTING FIELD VERIFY ALL UNITS (GFCI, S/D ETC)	final	11/25/2019	09/22/2020	0.00
PL-19-09-4272	09/20/2019	11 E EDGEWATER DR	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR COMM. INTERIOR & EXTERIOR ALTERATIONS DUE TO WATER DAMAGE AND UNPERMITTED WORK { GROUND FLOOR AREA ONLY }	final	11/08/2019	08/26/2020	0.00
ME-19-06-4841	06/07/2019	11 E EDGEWATER DR	MECH COMMERCIAL / RESIDENTIAL WORK	DF & F, REPLACEMENT OF 2 TONS AC UNIT, IN APT 205 (RTU)	final	05/07/2020	09/10/2020	0.00
UP-19-06-4606	06/04/2019	11 E EDGEWATER DR	UPFRONT FEE - THIS IS NOT A PERMIT	UPFRONT FEE FOR BL19064605 COMM INTERIOR ALTERATIONS DUE TO WATER DAMAGE AND UNPERMITTED WORK \$10000	final	06/05/2019	06/05/2019	0.00
BL-19-06-4605	06/04/2019	11 E EDGEWATER DR	INTERIOR ALTERATION ONLY	COMM INTERIOR ALTERATIONS DUE TO WATER DAMAGE AND UNPERMITTED WORK \$10,000	final	10/21/2019	09/23/2020	0.00
EL-18-12-2532	12/05/2018	11 E EDGEWATER DR	ELEC COMMERCIAL / RESIDENTIAL WORK	ELECTRIC SAFETY INSPECTION	final	02/06/2019	09/21/2020	0.00
ZN-18-11-3657	11/28/2018	11 E EDGEWATER DR	PAINT / RESURFACE FL / CLEAN	COMMERCIAL *PRESSURE CLEAN & PAINT (11,00SQFT) *PRE-APPROVED COLORS -WALLS: SW6372 INVITING IVORY/ DOORS & TRIM: SW7006 EXTRA WHITE \$16000	final	11/28/2018	01/23/2019	0.00
PL-18-11-3645	11/27/2018	11 E EDGEWATER DR	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR EXISTING BUILDING SEWER LINE REHABILITATION (BUILDING TO PROPERTY LINE)/ EXPLATORY ONLY WITH CAMERA	final	11/27/2018	01/22/2019	0.00

EX-18-11-3636	11/27/2018	11 E EDGEWATER DR	PERMIT EXTENSION & RENEWAL	*EXT - BL18113636* - RE ROOF FLAT- GAF ROOFING SYSTEM W/ GAFGLAS MINERAL SURFACE CAPSHHET \$18,000	final	11/27/2018	11/27/2018	0.00
AB-18-11-3641	11/27/2018	11 E EDGEWATER DR	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL *PRESSURE CLEAN & PAINT (11,00SQFT) *PRE-APPROVED COLORS -WALLS: SW6372 INVITING IVORY/ DOORS & TRIM: SW7006 EXTRA WHITE \$16000	final	11/27/2018	01/23/2019	0.00
BL-18-02-1869	02/06/2018	11 E EDGEWATER DR	ROOF / LIGHT WEIGHT CONC	RE ROOF FLAT- GAF ROOFING SYSTEM W/ GAFGLAS MINERAL SURFACE CAPSHHET \$18,000	final	03/15/2018	12/14/2018	0.00
CE-17-01-1090	01/25/2017	11 E EDGEWATER DR	CODE ENF TICKET PROCESS - NO RUNNING FINE	GOVQA CE 265304/ T57152	final	01/27/2017	01/27/2017	0.00
RC-13-01-0186	01/07/2013	11 E EDGEWATER DR	BLDG RECERT / CRB	BUILDING RECERTIFICATION (1972)	final		01/07/2013	0.00
CE-11-08-5804	08/08/2011	11 E EDGEWATER DR	CODE ENF WARNING PROCESS	WT6812 54-153 CC (DAY) 2 CABINETS PLACED OUT AFTER PICKUP WAS ALREADY DONE. REMOVE FROM R/W.	final	08/08/2011	08/08/2011	0.00
CE-11-06-6918	06/17/2011	11 E EDGEWATER DR	CODE ENF WARNING PROCESS	TRU NOTICE POSTED BLACK FORD PU TRUCK - COULD NOT SEE TAG	final	06/17/2011	06/17/2011	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).



The City of Coral Gables

Building and Zoning Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

January 8, 2013

Edgewater fifty One, Inc.
1421 Urbina Avenue
Coral Gables, FL 33143-1927

LETTER OF BUILDING RECERTIFICATION IN ACCORDANCE WITH SECTION 8-11(f) OF THE CODE OF MIAMI-DADE COUNTY

PROPERTY FOLIO: # 03-4129-041-0280

ADDRESS: 11 East Edgewater Drive, Coral Gables, FL

Dear Property Owner/Manager:

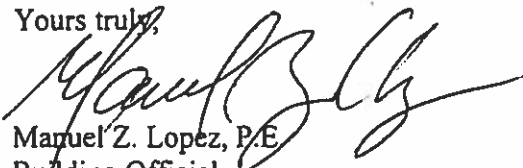
This Office is in receipt of your structural and electrical report stating that the above referenced building has been examined and found to be structurally and electrically safe for its continued occupancy.

Based on acceptance of this report, we herewith grant this LETTER OF RECERTIFICATION for the above subject premises in accordance with Section 8-11(f) of the Code of Miami-Dade County.

The expiration date of this approval, as stated in said Code, is 10 years from 2012. This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in the Florida Building Code.

As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly as a guarantee of the safety of any portion of this structure. However, based on the term stated in Section 8-11(f) of the Code, continued occupancy of the building will be permitted in accordance with the minimum procedural guidelines for the recertification structural/electrical report on file with this office.

Yours truly,


Manuel Z. Lopez, P.E.
Building Official



The City of Coral Gables

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

1/3/2022

VIA CERTIFIED MAIL

EDGEWATER FIFTY ONE INC
1421 URBINA AVE
CORAL GABLES, FL 33146-1927

7020 3160 0001 1022 0638

RE: 11 E EDGEWATER DR
FOLIO # 03-4129-041-0280

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

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in 1972. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be approved by this Department and the Letter of Recertification must be issued.

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

The Architect or Engineer may obtain the required Form, "*Minimum Inspection Procedural Guidelines for Building Recertification*," from the following link: http://www.miamidade.gov/pa/property_recertification.asp. **The Recertification Report fee of \$500.00 and additional document and filing fees shall be submitted to the Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, Florida, 33134. In order to avoid delays submit in person in order to calculate the fees accordingly.**

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

The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

City's Exhibit #5

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Tracking Number:

Remove X

70203160000110220638

Copy Add to Informed Delivery
(https://informedelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 3:24 pm on January 6, 2022 in MIAMI, FL 33146.

Delivered

Delivered, Left with Individual
MIAMI, FL 33146
January 6, 2022, 3:24 pm

See All Tracking History

Text & Email Updates



USPS Tracking Plus®



Product Information



Feedback

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Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

4/7/22

Goizueta, Virginia

From: Goizueta, Virginia
Sent: Thursday, March 31, 2022 3:00 PM
To: 'ahyntohyohynei@gmail.com'
Subject: RECT-22-03-0024 (11 E EDGEWATER DR Coral Gables, FL 33133-6924)
Attachments: ENGINEER LETTER-.docx

Good afternoon,

The Building Recertification Report submitted has been rejected by both Building and Electrical. Please provide a letter from a Structural Engineer, see sample attached, within 7 days of this e-mail notification.

Thank you

Virginia Goizueta

Building Service Coordinator

City of Coral Gables

Development Services Department

405 Biltmore Way, 3rd Floor

Coral Gables, Florida 33134

Office: 305-460-5250

✓

10/12/22



The City of Coral Gables

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

April 15, 2022

*Sent via first class and
certified mail,*

return receipt number:

7021 2720 0001 4958 7922

EDGEWATER FIFTY ONE INC
1421 URBINA AVE
CORAL GABLES, FL. 33146-1927

ADDRESS: 11 Edgewater Dr.
PROPERTY FOLIO: 03-4129-041-0280

Dear Property Owner:

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

The Professional that completed the Structural Report is:

Gordon W. Myers
PE # 36852
Florida Builders, Engineers and Inspectors
12555 Biscayne Blvd. # 934
North Miami, Fl. 33181
(877) 894-8001

The professional that completed the Electrical Report is:

Gordon W. Myers
PE # 36852
Florida Builders, Engineers and Inspectors
12555 Biscayne Blvd. # 934
North Miami, Fl. 33181
(877) 894-8001

If you have any questions regarding this Report, please contact the original architect/engineer which prepared the Report.

In the report dated March 14, 2022 Gordon W. Myers P.E. indicated the building can continue to be occupied while recertification and repairs are ongoing

In addition, if repairs are not completed within 180 days of the date of this letter, the City may declare the structure unsafe and take emergency action, pursuant to Section 105-96 of the City Code, to order that the Structure be vacated and to secure the Structure by installing a fence around the perimeter of the Property ("Emergency Action"). Additionally, The City may request that Florida Power and Light, without any further notice, disconnect the power to the Structure. The City may impose a special assessment lien on the property for the cost of the corrective Emergency Action, pursuant to Section 105-98 of the City Code.

Please note that it shall be unlawful for any person, firm, or corporation or their agents to remove this notice without written permission from the Building Official.

Once the repairs have been completed the original architect/engineer shall provide a follow-up Report and cover letter (s) indicating the structure is now recommended for recertification.

Sincerely,

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

Manuel Z. Lopez P.E.
Deputy Building Official

cc: Peter J Iglesias, P.E., City Manager
Chief Troy Easley, Fire Marshall
Miriam Soler Ramos, Esq., B.C.S., City Attorney
Cristina M. Suarez, Deputy City Attorney and City Prosecutor
Suramy Cabrera, P.E., Building Official
Warren Adams, Historical Resources and Cultural Arts Director
Martha Pantin, Communications & Public Affairs Division Director
Terri Sheppard, Code Enforcement Field Supervisor
Construction Regulation Board File

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Tracking Number:
70212720000149587922

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Latest Update

Your item was delivered to an individual at the address at 3:34 pm on April 21, 2022 in MIAMI, FL 33146.

Delivered

Delivered, Left with Individual

MIAMI, FL 33146

April 21, 2022, 3:34 pm

[See All Tracking History](#)

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Product Information

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Feedback

Track Another Package

Enter tracking or barcode numbers

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FAQs

EXT 4/15/22 -180 days EXP 16/12/22

Goizueta, Virginia

From: Chris Maroudas <rodolakis@icloud.com>
Sent: Tuesday, October 11, 2022 9:13 PM
To: Goizueta, Virginia
Subject: Re: 11 Edgewater Dr

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I would think 3 months should be enough time to complete the work. When do you need me to submit the revised Building recertification report, before the work is done or after?

Stella Rodolakis

Sent from my iPhone

> On Oct 11, 2022, at 2:42 PM, Goizueta, Virginia <vgoizueta@coralgables.com> wrote:

>

> Good afternoon,

>

> The Deputy Building Official is requesting you provide the amount of time you will need to complete the work and provide a revised Building Recertification report recertifying the building.

>

> Virginia Goizueta

> Building Service Coordinator

> City of Coral Gables

> Development Services Department

> 427 Biltmore Way, 1st floor

> Coral Gables, Florida 33134

> Office: 305-460-5250

>

> -----Original Message-----

> From: Stella Rodolakis <rodolakis@icloud.com>

> Sent: Monday, October 10, 2022 10:49 PM

> To: Lopez, Manuel <mlopez@coralgables.com>

> Cc: Goizueta, Virginia <vgoizueta@coralgables.com>

> Subject: 11 Edgewater Dr

>

> CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

>

> Dear Mr Lopez,

>

> I sent you an email on Oct 2, 2022 requesting an extension for our 50 year recertification. I was wondering if you decided on that yet since our deadline is approaching.

> Plet let me know.

>

> Thank you,

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 22-4911

vs.

Return receipt number:

Edgewater Fifty Once Inc.
c/o Georgia Rodolakis
Registered Agent
1421 Urbino Ave
Coral Gables, Fl. 33146-1927
Respondent.

7021 1970 0000 4015 5226

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

Date: October 31, 2022

Re: 11 E. EDGEWATER DRIVE, CORAL GABLES, FL., 33133, LOT 8, BLK 2, SUNRISE
HARBOUR REV PL PB 65-22, FOLIO NO.: 03-4129-041-0280 ("Property")

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

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Board Room, 427 Biltmore Way, Coral Gables, Florida 33134, on, November 14, 2022, 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, Secretary to Virginia Goizueta the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

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

City's Exhibit #6

completed. The Building Official may also order demolition of the Structure and the City may recover the costs incurred against the Property and the Owner of record.

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

Please govern yourself accordingly.



Virginia Goizneta
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: JP Morgan Chase Bank, N.A. as successor to Washington Mutual Bank, F.A., National Commercial Operations Center, P.O. Box 9178, Coppell, TX 75019-9178: JP Morgan Chase Bank, N.A. as successor to Washington Mutual Bank, F.A., 1111 Polaris Parkway, Columbus, OH 43240-2031



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 22-4911

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

I, William Diaz, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 11 Edgewater Dr. , ON October 31, 2022 AT _____ AND
WAS ALSO POSTED AT CITY HALL.

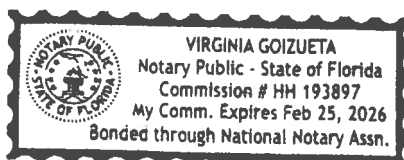
William Diaz
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online
notarization, this 31 day of October, in the year 2022, by
William Diaz who is personally known to me.

My Commission Expires:



[Signature]
Notary Public

City's Exhibit #7



City's Exhibit #8



21121P63986

Return to: Peter Previti, Esquire
5825 Sunset Drive, Suite 210
South Miami, Florida 33143

03R200274 2003 MAR 26 09:28

This Instrument Prepared by:

Peter Previti, Esquire
5825 Sunset Drive, Suite 210
South Miami, Florida 33143

03-4129-041-0280
Property Appraiser's Parcel ID

Grantee Social Security No.

DOCSTFDEE 7,680.00 SURTX 5,760.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

(STATUTORY FORM-SECTION 689.02 F.S.)

THIS INDENTURE, made this 27 day of Feb, 2003, between **PETER PREVITI, Individually, and as Trustee for GABLES EDGEWATER TRUST**, of the County of Miami-Dade, State of Florida, Grantor*, and **EDGEWATER FIFTY ONE, INC., a Florida corporation**, whose post office address is 51 EDGEWATER DR, #8 Coral Gables Florida 33133, in the County of Miami-Dade, State of Florida, Grantee*,

WITNESSETH, that said Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and the Grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Lot 8, Block 2, of SUNRISE HARBOR, according to the Plat thereof, as recorded in Plat Book 65, at Page 22, of the Public Records of Miami-Dade County, Florida.

Conveyance is subject to the following:

1. Taxes for the year 2003 and subsequent years.
2. Conditions, restrictions, limitations and easements of record, without the intention of reimposing any of the same.
3. Zoning ordinances, if any.

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

*"Grantor" and "Grantee" are used for singular and plural, as context requires.

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

Signed, sealed and delivered in presence of:

Lisa Woodburn
Lisa Woodburn

Print Name of Witness

Rhema P. Savary
Rhema P. Savary

Print Name of Witness

Peter Previti
Peter Previti, Individually, and as
Trustee for Gables Edgewater Trust
5825 Sunset Drive, Suite 210
South Miami, Florida 33143

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK, CIRCUIT COURT

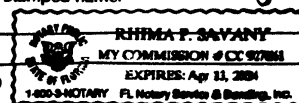
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27 day of Feb, 2003, by Peter Previti, Individually, and as Trustee for Gables Edgewater Trust, on behalf of the Trust, who is personally known to me or who has produced _____ as identification.

My commission expires:

Rhema P. Savary
Notary Public
Printed, typed or stamped name:

(Serial number, if any)



City's Exhibit #9

Loan No.: 625796551



CFN 20060851694
DR Bk 24796 Pgs 2340 - 2362 (23pgs)
RECORDED 08/07/2006 14:59:18
MTG DOC TAX 2,450.00
INTANG TAX 1,400.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

**THIS INSTRUMENT PREPARED BY, RECORDING
REQUESTED BY AND WHEN RECORDED MAIL TO:**

WASHINGTON MUTUAL BANK, a federal association
Attention: MFL Closing
National Commercial Operations Center
P.O. Box 9011
Coppell, TX 75019-9011

(Reserved)

**BE ADVISED THAT THE PROMISSORY NOTE SECURED BY THIS
SECURITY INSTRUMENT MAY PROVIDE FOR ONE OR MORE OF THE
FOLLOWING: (1) A VARIABLE RATE OF INTEREST; (2) A BALLOON
PAYMENT AT MATURITY; (3) DEFERRAL OF A PORTION OF ACCRUED
INTEREST UNDER CERTAIN CIRCUMSTANCES WITH INTEREST SO
DEFERRED ADDED TO THE UNPAID PRINCIPAL BALANCE OF THE NOTE
AND SECURED HEREBY.**

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS
AND FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS
AND FIXTURE FILING (this "Security Instrument"), is made this 20th day of July, 2006 between

Edgewater Fifty One, Inc., a Florida corporation,

the address of which is 1421 Urbino Avenue, Coral Gables, FL 33133, as mortgagor ("Borrower"); and
WASHINGTON MUTUAL BANK, a federal association, at its offices at National Commercial
Operations Center, P.O. Box 9178, Coppell, Texas 75019-9178, Attention: Portfolio Administration, as
mortgagee ("Lender").

1. **GRANTING CLAUSE.** Borrower, in consideration of good and valuable consideration, the
receipt and sufficiency of which are hereby acknowledged, and in order to secure the obligations
described in Section 3 below, irrevocably mortgages, warrants, grants, conveys and assigns to Lender and
its successors and assigns, forever, all of Borrower's estate, right, title, interest, claim and demand in and
to the property in the county of Miami-Dade, state of Florida, with a street address of 11 Edgewater
Drive, Coral Gables, FL 33133 (which address is provided for reference only and shall in no way limit the
description of the real and personal property otherwise described in this Section 1), described as follows,
whether now existing or hereafter acquired (all of the property described in all parts of this Section 1 and
all additional property, if any, described in Section 2 is called the "Property"):

1.1 **Land and Appurtenances.** The land described on Exhibit A hereto, and all
tenements, hereditaments, rights-of-way, easements, appendages and appurtenances thereto belonging or
in any way appertaining, including without limitation all of the right, title and interest of Borrower in and
to any avenues, streets, ways, alleys, vaults, strips or gores of land adjoining that property, all rights to
water, water stock, drains, drainage and air rights relating to that property, and all claims or demands of
Borrower either in law or in equity in possession or expectancy of, in and to that property; and

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1.2 **Improvements and Fixtures.** All buildings, structures and other improvements now or hereafter erected on the property described in 1.1 above, and all facilities, fixtures, machinery, apparatus, installations, goods, equipment, inventory, furniture, building materials and supplies and other properties of whatsoever nature, now or hereafter located in or used or procured for use in connection with that property, it being the intention of the parties that all property of the character described above that is now owned or hereafter acquired by Borrower and that is affixed or attached to, stored upon or used in connection with the property described in 1.1 above shall be, remain or become a portion of that property and shall be covered by and subject to the lien of this Security Instrument, together with all contracts, agreements, permits, plans, specifications, drawings, surveys, engineering reports and other work products relating to the construction of the existing or any future improvements on the Property, any and all rights of Borrower in, to or under any architect's contracts or construction contracts relating to the construction of the existing or any future improvements on the Property, and any performance and/or payment bonds issued in connection therewith, together with all trademarks, trade names, copyrights, computer software and other intellectual property used by Borrower in connection with the Property; and

1.3 **Enforcement and Collection.** Any and all rights of Borrower without limitation to make claim for, collect, receive and receipt for any and all rents, income, revenues, issues, earnest money, deposits, refunds (including but not limited to refunds from taxing authorities, utilities and insurers), royalties, and profits, including mineral, oil and gas rights and profits, insurance proceeds of any kind (whether or not Lender requires such insurance and whether or not Lender is named as an additional insured or loss payee of such insurance), condemnation awards and other moneys, payable or receivable from or on account of any of the Property, including interest thereon, or to enforce all other provisions of any other agreement (including those described in Section 1.2 above) affecting or relating to any of the Property, to bring any suit in equity, action at law or other proceeding for the collection of such moneys or for the specific or other enforcement of any such agreement, award or judgment, in the name of Borrower or otherwise, and to do any and all things that Borrower is or may be or become entitled to do with respect thereto, provided, however, that no obligation of Borrower under the provisions of any such agreements, awards or judgments shall be impaired or diminished by virtue hereof, nor shall any such obligation be imposed upon Lender; and

1.4 **Accounts and Income.** Any and all rights of Borrower in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements and general intangibles relating to any of the Property, including, without limitation, income and profits derived from the operation of any business on the Property or attributable to services that occur or are provided on the Property or generated from the use and operation of the Property; and

1.5 **Leases.** All of Borrower's rights as landlord in and to all existing and future leases and tenancies, whether written or oral and whether for a definite term or month to month or otherwise, now or hereafter demising all or any portion of the property described in 1.1 and 1.2 above, including all renewals and extensions thereof and all rents, deposits and other amounts received or receivable thereunder (in accepting this Security Instrument Lender assumes no liability for the performance of any such lease); and

1.6 **Books and Records.** All books and records of Borrower relating to the foregoing in any form.

2. SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS.

2.1 **Security Agreement.** To the extent any of the property described in Section 1 is personal property, Borrower, as debtor, grants to Lender, as secured party, a security interest therein together with a security interest in all other personal property of whatsoever nature that is located on or used or to be used in connection with any of the property described in Section 1, and any products or

proceeds of any thereof, pursuant to the Uniform Commercial Code of the state of Florida (the "UCC"), on the terms and conditions contained herein. Borrower hereby authorizes Lender to file any financing statement, fixture filing or similar filing to perfect the security interests granted in this Security Instrument without Borrower's signature.

2.2 Assignment of Leases and Rents.

(a) **Absolute Assignment.** Borrower hereby absolutely and unconditionally grants, transfers, conveys, sells, sets over and assigns to Lender all of Borrower's right, title and interest now existing and hereafter arising in and to the leases, subleases, concessions, licenses, franchises, occupancy agreements, tenancies, subtenancies and other agreements, either oral or written, now existing and hereafter arising which affect the Property, Borrower's interest therein or any improvements located thereon, together with any and all security deposits, guaranties of the lessees' or tenants' obligations (including any and all security therefor) and other security under any such leases, subleases, concessions, licenses, franchises, occupancy agreements, tenancies, subtenancies and other agreements (all of the foregoing, and any and all extensions, modifications and renewals thereof, shall be referred to, collectively, as the "Leases"), and hereby gives to and confers upon Lender the right to collect all the income, rents, issues, profits, royalties and proceeds from the Leases and any business conducted on the Property and any and all prepaid rent and security deposits thereunder (collectively, the "Rents"). This Security Instrument is intended by Lender and Borrower to create and shall be construed to create an absolute assignment to Lender of all of Borrower's right, title and interest in and to the Leases and the Rents and shall not be deemed merely to create a security interest therein for the payment of any indebtedness or the performance of any obligations under the Loan Documents (as defined below). Borrower irrevocably appoints Lender its true and lawful attorney at the option of Lender at any time to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue, either in the name of Borrower or in the name of Lender, for all such Rents and apply the same to the obligations secured by this Security Instrument.

(b) **Revocable License to Collect.** Notwithstanding the foregoing assignment of Rents, so long as no Event of Default (as defined below) remains uncured, Borrower shall have a revocable license, to collect all Rents, and to retain the same. Upon any Event of Default, Borrower's license to collect and retain Rents shall terminate automatically and without the necessity for any notice.

(c) **Collection and Application of Rents by Lender.** While any Event of Default remains uncured: (i) Lender may at any time, without notice, in person, by agent or by court-appointed receiver, and without regard to the adequacy of any security for the obligations secured by this Security Instrument, enter upon any portion of the Property and/or, with or without taking possession thereof, in its own name sue for or otherwise collect Rents (including past due amounts); and (ii) without demand by Lender therefor, Borrower shall promptly deliver to Lender all prepaid rents, deposits relating to Leases or Rents, and all other Rents then held by or thereafter collected by Borrower, whether prior to or during the continuance of any Event of Default. Any Rents collected by or delivered to Lender may be applied by Lender against the obligations secured by this Security Instrument, less all expenses, including attorneys' fees and disbursements, in such order as Lender shall determine in its sole and absolute discretion. No application of Rents against any obligation secured by this Security Instrument or other action taken by Lender under this Section 2.2 shall be deemed or construed to cure or waive any Event of Default, or to invalidate any other action taken in response to such Event of Default, or to make Lender a mortgagee-in-possession of the Property.

(d) **Direction to Tenants.** Borrower hereby irrevocably authorizes and directs the tenants under all Leases to pay all amounts owing to Borrower thereunder to Lender following receipt of any written notice from Lender that states that an Event of Default remains uncured and that all

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such amounts are to be paid to Lender. Borrower further authorizes and directs all such tenants to pay all such amounts to Lender without any right or obligation to inquire as to the validity of Lender's notice and regardless of the fact that Borrower has notified any such tenants that Lender's notice is invalid or has directed any such tenants not to pay such amounts to Lender.

3. OBLIGATIONS SECURED. This Security Instrument is given for the purpose of securing:

3.1 Performance and Payment. The performance of the obligations contained herein and the payment of \$700,000.00 with interest thereon and all other amounts payable according to the terms of a promissory note of even date herewith made by Borrower, payable to Lender or order, and any and all extensions, renewals, modifications or replacements thereof, whether the same be in greater or lesser amounts (the "Note"), which Note may provide for one or more of the following: (a) a variable rate of interest; (b) a balloon payment at maturity; or (c) deferral of a portion of accrued interest under certain circumstances with interest so deferred added to the unpaid principal balance of the Note and secured hereby.

3.2 Future Advances. The repayment of any and all sums advanced or expenditures made by Lender subsequent to the execution of this Security Instrument for the maintenance or preservation of the Property or advanced or expended by Lender pursuant to any provision of this Security Instrument subsequent to its execution, together with interest thereon. Lender may from time to time, in Lender's discretion, make optional future or additional advances (collectively, "Future Advances") to Borrower, except that at no time shall the unpaid principal balance of all indebtedness secured by the lien of this Security Instrument, including Future Advances, be greater than an amount equal to two hundred percent (200%) of the original principal amount of the Note as set forth in Section 3.1 above plus accrued interest and amounts disbursed by Lender under Section 4.11, Section 5.2 or any other provision of this Security Instrument or the other Loan Documents (as defined below) that treats a disbursement by Lender as being secured by this Security Instrument. All Future Advances shall be made, if at all, within twenty (20) years after the date of this Security Instrument, or within such lesser period that may in the future be provided by law as a prerequisite for the sufficiency of actual or record notice of Future Advances as against the rights of creditors or subsequent purchasers for value. Borrower shall, immediately upon request by Lender, execute and deliver to Lender a promissory note evidencing each Future Advance together with a notice of such Future Advance in recordable form. All promissory notes evidencing Future Advances shall be secured, *pari passu*, by the lien of this Security Instrument, and each reference in this Security Instrument to the Note shall be deemed to be a reference to all promissory notes evidencing Future Advances.

3.3 Other Amounts. All other obligations and amounts now or hereafter owing by Borrower to Lender under this Security Instrument, the Note or any other document, instrument or agreement evidencing, securing or otherwise relating to the loan evidenced by the Note and any and all extensions, renewals, modifications or replacements of any thereof (collectively, the "Loan Documents"); provided, however, that this Security Instrument does not and shall not in any event be deemed to, secure the obligations owing to Lender under: (a) any certificate and indemnity agreement regarding hazardous substances (the "Indemnity Agreement") executed in connection with such loan (or any obligations that are the substantial equivalent thereof); or (b) any guaranty of such loan.

4. WARRANTIES AND COVENANTS OF BORROWER. Borrower warrants, covenants, and agrees:

4.1 Warranties.

(a) Borrower has full power and authority to mortgage the Property to Lender and warrants the Property to be free and clear of all liens, charges, and other monetary

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encumbrances except those appearing in the title insurance policy accepted by Lender in connection with this Security Instrument.

(b) The Property is free from damage and no matter has come to Borrower's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Property as security.

(c) The loan evidenced by the Note and secured by this Security Instrument is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

4.2 Preservation of Lien. Borrower will preserve and protect the priority of this Security Instrument as a first lien on the Property. If Borrower fails to do so, Lender may take any and all actions necessary or appropriate to do so and all sums expended by Lender in so doing shall be treated as part of the obligations secured by this Security Instrument, shall be paid by Borrower upon demand by Lender and shall bear interest at the highest rate borne by any of the obligations secured by this Security Instrument.

4.3 Repair and Maintenance of Property. Borrower will keep the Property in good condition and repair, which duty shall include but is not limited to cleaning, painting, landscaping, repairing, and refurbishing of the Property; will complete and not remove or demolish, alter, or make additions to any building or other improvement that is part of the Property, or construct any new structure on the Property, without the express written consent of Lender; will underpin and support when necessary any such building or other improvement and protect and preserve the same; will complete or restore promptly and in good and workmanlike manner any such building or other improvement that may be damaged or destroyed and pay when due all claims for labor performed and materials furnished therefor; will not commit, suffer, or permit any act upon the Property in violation of law; and will do all other acts that from the character or use of the Property may be reasonably necessary for the continued operation of the Property in a safe and legal manner, the specific enumerations herein not excluding the general.

4.4 Insurance.

4.4.1 All Risk/Hazard. Borrower will provide and maintain, as further security for the faithful performance of the obligations secured by this Security Instrument, insurance covering fire and other perils substantially equivalent to those insured under the Causes of Loss—Special Form published by the Insurance Service Office ("ISO"), and against such other perils as may be specified by Lender (including insurance against earthquake/earth movement, if required by Lender on a case-by-case basis) in an amount not less than one hundred percent (100%) of the replacement cost of the Property (or, if less, the balance owing under the Note and the other Loan Documents). Such insurance policy or policies shall include rental income interruption coverage as more specifically described in Section 4.4.3 below. If any of the improvements on the Property are at any time located in a federally-designated special flood hazard area in which flood insurance is available, Borrower must provide Lender with flood insurance in an amount, and with deductibles, as specified by Lender. All policies of insurance on the Property, whether or not required by the terms of this Security Instrument (including but not limited to earthquake/earth movement insurance), shall name Lender as mortgagee and loss payee pursuant to a mortgage endorsement on a form acceptable to Lender, which form must provide that Lender will not have its interest voided by the act or omission of Borrower and that Lender may file a claim directly with the insurer (an "Acceptable Mortgage Endorsement"). Lender shall have the right to control or direct the proceeds of all such policies of insurance, whether or not required by the terms of this Security Instrument, as provided in Section 4.4.6 below, and all proceeds thereof are hereby assigned to Lender as security for the obligations secured by this Security Instrument. Each policy of insurance must

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have a deductible of an amount satisfactory to Lender in its sole discretion. Borrower shall be responsible for all uninsured losses and deductibles.

4.4.2 **Liability.** Borrower will maintain commercial general liability insurance on an occurrence form substantially equivalent to ISO form CG 0001 covering the legal liability of Borrower against claims occurring on, in, or about the Property with coverage of not less than One Million Dollars (\$1,000,000) per occurrence, naming Lender an additional insured and having a deductible of an amount satisfactory to Lender in its sole discretion.

4.4.3 **Rental Income Interruption.** Borrower will maintain rental income interruption insurance in an amount equal to at least twelve (12) months' gross rental income from the Property as determined by Lender from time to time, and naming Lender as loss payee on an Acceptable Mortgage Endorsement. The amount collected under any and all rental income interruption insurance on the Property, whether or not required by this Security Instrument, shall be applied as provided in Section 4.4.6.

4.4.4 **Changes in Insurance Requirements.** Lender may change its insurance requirements from time to time throughout the term of the obligations secured by this Security Instrument by giving notice of such changes to Borrower. Without limiting the generality of the foregoing, Borrower shall from time to time obtain such additional coverages or make such increases in the amounts of existing coverage as may be required by written notice from Lender.

4.4.5 **General Provisions.** All policies of insurance required to be maintained by Borrower pursuant to this Section 4.4 shall: (i) be primary and noncontributory with any other insurance Borrower may carry; and (ii) be in form and substance and with companies acceptable to Lender which are authorized to conduct business in the state in which the Property is located and which have a current rating from the Best Key Rating Guide that is acceptable to Lender. Lender reserves the right, in its reasonable discretion, to increase the amount of the required coverages, require insurance against additional risks, or withdraw approval of any insurance company at any time. Borrower shall deliver to Lender evidence (in such form as Lender may require) of all insurance coverage on the Property and a certified copy of all policies of such insurance. Borrower shall obtain renewals or replacements of any policies that expire and deliver evidence of such renewals to Lender no later than the expiration date of the policy being renewed or replaced. All policies and renewals thereof shall contain provision for ten (10) days' notice to Lender prior to cancellation for nonpayment of premiums and thirty (30) days' notice to Lender prior to cancellation for any other reason. If Borrower fails to maintain insurance in accordance with this Security Instrument and the other Loan Documents, Lender may, but need not, obtain insurance on Borrower's behalf; this insurance is called "force placed insurance." For instance, without limitation, Lender may obtain force placed insurance if: (a) Borrower fails to deliver to Lender, prior to the expiration of any such required insurance coverage, evidence satisfactory to Lender that Borrower has renewed or replaced such coverage; (b) the amount of insurance is reduced below Lender's requirements; (c) the deductible is increased above Lender's requirements; or (d) the insurer providing the insurance does not meet Lender's insurance company rating requirements.

4.4.6 **Damage and Destruction.**

(a) **Borrower's Obligations.** In the event of any damage to or loss or destruction of the Property (a "Casualty"): (i) if it could reasonably be expected to cost more than \$25,000 to repair the Casualty, Borrower shall give prompt written notice of the Casualty to Lender and to Borrower's insurer, and shall make a claim under each insurance policy providing coverage therefor; (ii) Borrower shall take such actions as are necessary or appropriate to preserve and protect the Property; (iii) if the aggregate proceeds of any and all insurance policies insuring the Property, whether or not required by this Security Instrument, that are payable as a result of the Casualty (collectively, the

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"Insurance Proceeds") could reasonably be expected to exceed \$25,000, or if a Default exists, Borrower shall take such actions as are necessary or appropriate to ensure that all Insurance Proceeds are paid to Lender forthwith to be held by Lender until applied to the obligations secured hereby or disbursed in accordance with this Section 4.4.6; and (iv) unless otherwise instructed by Lender, regardless of whether the Insurance Proceeds, if any, are sufficient for the purpose, Borrower shall promptly commence and diligently pursue to completion in a good, workmanlike and lien-free manner the restoration, replacement and rebuilding of the Property as nearly as possible to its value, condition and character immediately prior to the Casualty (collectively, the "Restoration"). If the Restoration will cost more than \$25,000 to repair, Borrower shall submit the proposed plans and specifications for the Restoration, and all construction contracts, architect's contracts, other contracts in connection with the Restoration, and such other documents as Lender may reasonably request to Lender for its review and approval. Borrower shall not begin the Restoration unless and until Lender gives its written approval of such plans, specifications, contracts and other documents, with such revisions as Lender may reasonably require. Notwithstanding the foregoing, Lender shall not be responsible for the sufficiency, completeness, quality or legality of any such plans, specifications, contracts or other documents. Borrower shall pay, within ten days after demand by Lender, all costs reasonably incurred by Lender in connection with the adjustment, collection and disbursement of Insurance Proceeds pursuant to this Security Instrument or otherwise in connection with the Casualty or the Restoration.

(b) **Lender's Rights.** Lender shall have the right and power to receive and control all Insurance Proceeds required to be paid to it pursuant to subsection (a)(iii) above. Borrower hereby authorizes and empowers Lender, in its own name or as attorney-in-fact for Borrower (which power is coupled with an interest and is irrevocable so long as this Security Interest remains of record), to make proof of loss, to settle, adjust and compromise any claim under insurance policies on the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive Insurance Proceeds, and to deduct therefrom Lender's expenses incurred in the adjustment, collection and disbursement of such Insurance Proceeds or otherwise in connection with the Casualty or the Restoration. Each insurance company concerned is hereby irrevocably authorized and directed to make payment of all Insurance Proceeds directly to Lender. Notwithstanding anything to the contrary, Lender shall not be responsible for any such insurance, the collection of any Insurance Proceeds, or the insolvency of any insurer.

(c) **Application of Proceeds.** If, at any time while Lender holds any Insurance Proceeds, an Event of Default exists or Lender determines in its reasonable discretion that the security for the obligations secured hereby is impaired, Lender shall have the option, in its sole discretion, to apply the Insurance Proceeds to the obligations secured hereby in such order as Lender may determine (or to hold such proceeds for future application to those obligations). Without limiting the generality of the foregoing, Lender's security will be deemed to be impaired if: (i) an Event of Default exists; (ii) Borrower fails to satisfy any condition precedent to disbursement of Insurance Proceeds to pay the cost of the Restoration within a reasonable time; or (iii) Lender determines in its reasonable discretion that it could reasonably be expected that (A) Borrower will not have sufficient funds to complete the Restoration and timely pay all expenses of the Property and all payments due under the Note and the other Loan Documents through the completion of the Restoration and any leaseup period thereafter, (B) the rental income from the Property will be insufficient to timely pay all expenses of the Property and payments due under the Note and the other Loan Documents on an ongoing basis after completion of the Restoration, or (C) the Restoration cannot be completed at least two years prior to the maturity date of the Note and within one year after the date of the Casualty.

(d) **Disbursement of Proceeds.** If Lender is not entitled to apply the Insurance Proceeds to the obligations secured hereby, Lender (or at Lender's election, a disbursing or escrow agent selected by Lender and whose fees shall be paid by Borrower) shall disburse the Insurance Proceeds for the Restoration from time to time as the Restoration progresses, but only after satisfaction, at

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Borrower's expense, of such conditions precedent to such disbursements as Lender may reasonably require including but not limited to the following: (i) Borrower shall have delivered to Lender evidence reasonably satisfactory to Lender of the estimated cost of the Restoration; (ii) Lender shall have approved the plans, specifications and contracts for the Restoration as required by Section 4.4.6(a); (iii) Borrower shall have delivered to Lender funds in addition to the Insurance Proceeds in an amount sufficient in Lender's reasonable judgment to complete and fully pay for the Restoration; (iv) Borrower shall have delivered to Lender such building permits, other permits, architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and other evidence of cost, payment and performance as Lender may reasonably require and approve; and (v) if required by Lender, Borrower shall have entered into an agreement providing in greater detail for the Restoration, the disbursement of Insurance Proceeds and related matters. No payment made prior to the final completion of the Restoration shall exceed ninety percent of the value of the work performed and materials incorporated into the Property from time to time, as such value is determined by Lender in its reasonable judgment. Disbursements may, at Lender's election, be made on a percentage of completion basis or on such other basis as is acceptable to Lender. Disbursements shall be subject to Borrower's delivery of such lien waivers as Lender may require, and otherwise on terms and subject to conditions acceptable to Lender. From time to time after commencement of the Restoration, if so requested by Lender, Borrower shall deposit with Lender funds in excess of the Insurance Proceeds which, together with the Insurance Proceeds and all funds previously deposited with Lender in connection with the Restoration, must at all times be at least sufficient in the reasonable judgment of Lender to pay the entire unpaid cost of the Restoration. Funds so deposited by Borrower may at Lender's option be disbursed prior to the disbursement of Insurance Proceeds. Lender may retain a construction consultant to inspect the Restoration and related matters on Lender's behalf and to advise Lender with respect thereto and Borrower shall pay the cost thereof; provided that neither Borrower nor any other person or entity other than Lender shall have any right to rely on any inspection or advice of such consultant. Such consultant shall not be the agent of Lender and shall not have the power to bind Lender in any way. Any surplus Insurance Proceeds or other funds held by Lender pursuant to this Section 4.4.6 that may remain after payment of all costs of the Restoration shall be paid to Borrower (or to such other person or entity as Lender reasonably determines is entitled thereto) so long as no Default then exists. No interest shall be allowed to Borrower on account of any Insurance Proceeds or other funds held by Lender pursuant to this Section 4.4.6, but at Borrower's request, Lender will deposit such amounts into a blocked interest-bearing account with Lender over which Lender has sole possession, authority and control, in which Lender has a perfected first-priority security interest to secure the obligations secured by this Security Instrument, and otherwise on terms and conditions satisfactory to Lender in its sole discretion. Notwithstanding the above, if an Event of Default exists prior to full disbursement of the Insurance Proceeds and any other funds held by Lender pursuant to this Section 4.4.6, any undisbursed portion thereof may, at Lender's option, be applied against the obligations secured by this Security Instrument, whether or not then due, in such order and manner as Lender shall select.

(e) **Effect on the Indebtedness.** Any reduction in the obligations secured hereby resulting from the application of Insurance Proceeds or other funds pursuant to this subsection 4.4.6 shall be deemed to take effect only on the date of such application; provided that, if any Insurance Proceeds are received after the Property is sold in connection with a judicial or nonjudicial foreclosure of this Security Instrument, or is transferred by deed in lieu of such foreclosure, notwithstanding any limitation on Borrower's liability contained herein or in the Note, the purchaser at such sale (or the grantee under such deed) shall have the right to receive and retain all such Insurance Proceeds and all unearned premiums for all insurance on the Property. No application of Insurance Proceeds or other funds to the obligations secured hereby shall result in any adjustment in the amount or due dates of installments due under the Note. No application of Insurance Proceeds to the obligations secured hereby shall, by itself, cure or waive any Default or any notice of default under this Security

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Instrument or invalidate any act done pursuant to such notice or result in the waiver of any collateral securing the Note.

4.5 **Right of Inspection.** Borrower shall permit Lender or its agents or independent contractors (including, but not limited to, appraisers, environmental consultants and construction consultants), at all reasonable times, to enter upon and inspect the Property.

4.6 **Compliance with Laws, Etc.; Preservation of Licenses.** Borrower shall comply in all material respects with (a) all laws, statutes, ordinances, rules, regulations, licenses, permits, approvals, orders, judgments and other requirements of governmental authorities relating to the Property or Borrower's use thereof, and (b) all easements, licenses and agreements relating to the Property or Borrower's use thereof. Borrower shall observe and comply with all requirements necessary to the continued existence and validity of all rights, licenses, permits, privileges, franchises and concessions relating to any existing or presently contemplated use of the Property, including but not limited to any zoning variances, special exceptions and nonconforming use permits.

4.7 **Further Assurances.** Borrower will, at its expense, from time to time execute and deliver any and all such instruments of further assurance and other instruments and do any and all such acts, or cause the same to be done, as Lender deems necessary or advisable to grant the Property to Lender or to carry out more effectively the purposes of this Security Instrument.

4.8 **Legal Actions.** Borrower will appear in and defend any action or proceeding before any court or administrative body purporting to affect the security hereof or the rights or powers of Lender; and will pay all costs and expenses, including cost of evidence of title, title insurance premiums and any fees of attorneys, appraisers, environmental inspectors and others, incurred by Lender, in a reasonable sum, in any such action or proceeding in which Lender may appear, in any suit or other proceeding to foreclose this Security Instrument.

4.9 **Taxes, Assessments and Other Liens.** Borrower will pay prior to delinquency all taxes, assessments, encumbrances, charges, and liens with interest, on the Property or any part thereof, including but not limited to any tax on or measured by rents of the Property, the Note, this Security Instrument, or any obligation or part thereof secured hereby.

4.10 **Expenses.** Borrower will pay all costs, fees and expenses reasonably incurred by Lender in connection with this Security Instrument.

4.11 **Repayment of Expenditures.** Borrower will pay within five (5) days after written demand all amounts secured by this Security Instrument, other than principal of and interest on the Note, with interest from date of expenditure at the rate of interest borne by the Note and the repayment thereof shall be secured by this Security Instrument.

4.12 **Financial and Operating Information.** Within ninety (90) days after the end of each fiscal year of Borrower, Borrower shall furnish to Lender the following in such form as Lender may require: (a) an itemized statement of income and expenses for Borrower's operation of the Property for that fiscal year; and (b) a rent schedule for the Property showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable for the current month, the date through which rent has been paid, all security deposits held (and the institution in which they are held) and any related information requested by Lender.

In addition, within twenty (20) days after written request by Lender, Borrower shall furnish to Lender such financial statements and other financial, operating and ownership information about the Property, Borrower, owners of equity interests in Borrower, and guarantors of the obligations secured hereby, as Lender may require.

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If Borrower fails to provide Lender with any of the financial and operating information required to be provided under this Section within the time periods required under this Section and such failure continues after Lender has provided Borrower with thirty (30) days' notice and opportunity to cure such failure, Borrower shall pay to Lender, as liquidated damages for the extra expense in servicing the loan secured hereby, Five Hundred Dollars (\$500) on the first day of the month following the expiration of such thirty (30)-day period and One Hundred Dollars (\$100) on the first day of each month thereafter until such failure is cured. All such amounts shall be secured by this Security Instrument. Payment of such amounts shall not cure any Default or Event of Default resulting from such failure.

4.13 **Sale, Transfer, or Encumbrance of Property.**

(a) **Encumbrances; Entity Changes.** Except as otherwise provided below, Borrower shall not, without the prior written consent of Lender, further encumber the Property or any interest therein, or cause or permit any change in the entity, ownership, or control of Borrower without first repaying in full the Note and all other sums secured hereby.

(b) **Sales, Transfers, Conveyances.** Except as otherwise provided below, Borrower shall not, without the prior written consent of Lender (which consent shall be subject to the conditions set forth below), sell, transfer, or otherwise convey the Property or any interest therein, voluntarily or involuntarily, without first repaying in full the Note and all other sums secured hereby.

(c) **Conditions to Lender's Consent.** Lender will not unreasonably withhold its consent to a sale, transfer, or other conveyance of the Property, provided however, that:

(i) Borrower shall provide to Lender a loan application on such form as Lender may require executed by the proposed transferee and accompanied by such other documents as Lender may require in connection therewith;

(ii) Lender may consider the factors normally used by Lender as of the time of the proposed assumption in the process of determining whether or not to lend funds, and may require that the Property and the proposed transferee meet Lender's then-current underwriting requirements as of that time;

(iii) Lender may specifically evaluate the financial responsibility, structure and real estate operations experience of any potential transferee;

(iv) Lender may require that it be provided at Borrower's expense, with an appraisal of the Property, an on-site inspection of the Property, and such other documents and items, from appraisers, inspectors and other parties satisfactory to Lender, and may require that Borrower or the transferee of the Property correct any items of deferred maintenance that may be identified by Lender;

(v) Lender may, as a condition to granting its consent to a sale, transfer, or other conveyance of the Property, require in its sole discretion the payment by Borrower of a fee (the "Consented Transfer Fee") of one percent (1%) of the unpaid principal balance of the Note; and

(vi) No Default or Event of Default (each as defined below) has occurred and is continuing.

In connection with any sale, transfer or other conveyance of the Property to which Lender is asked to consent, Borrower agrees to pay to Lender, in addition to any sums specified above, for Lender's expenses incurred in reviewing and evaluating such matter, the following amounts: (i) a nonrefundable review fee in accordance with Lender's fee schedule in effect at the time of the request, which fee shall be paid by Borrower to Lender upon Borrower's request for Lender's consent and shall be applied to the

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Consented Transfer Fee if Lender's consent is given to such sale, transfer, or other conveyance of the Property; (ii) Lender's reasonable attorneys' fees and other reasonable out-of-pocket expenses incurred in connection with such request for consent and in connection with such sale, transfer or other conveyance; and (iii) document preparation fees and other fees in accordance with Lender's fee schedule in effect at the time. In addition, prior to or at the time of any sale, transfer or other conveyance to which Lender grants its consent, Borrower shall obtain and provide to Lender a fully and duly executed and acknowledged assumption agreement in form and substance satisfactory to Lender under which the transferee of the Property assumes liability for the loan evidenced by the Note and secured by this Security Instrument together with such financing statements and other documents as Lender may require. Borrower and any guarantors of such loan shall continue to be obligated for repayment of such loan unless and until Lender has entered into a written assumption agreement specifically releasing them from such liability in Lender's sole discretion.

Consent to any one such occurrence shall not be deemed a waiver of the right to require consent to any future occurrences.

(d) **Unconsented Transfers.** In each instance in which a sale, transfer or other conveyance of the Property, or any change in the entity, ownership, or control of Borrower, occurs without Lender's prior written consent thereto having been given, and regardless of whether Lender elects to accelerate the maturity date of the Note (any of the foregoing events is referred to as an "Unconsented Transfer"), Borrower and its successors shall be jointly and severally liable to Lender for the payment of a fee (the "Unconsented Transfer Fee") of two percent (2.0%) of the unpaid principal balance of the Note as of the date of such Unconsented Transfer. The Unconsented Transfer Fee shall be due and payable upon written demand therefor by Lender, and shall be secured by this Security Instrument; provided, however, that payment of the Unconsented Transfer Fee shall not cure any Event of Default resulting from the Unconsented Transfer.

(e) **No Waiver.** Lender's waiver of any of the Consented Transfer Fee, the Unconsented Transfer Fee or any other amount payable hereunder, in whole or in part for any one sale, transfer or other conveyance shall not preclude the imposition thereof in connection with any other sale, transfer or other conveyance.

(f) **Permitted Transfers.** Notwithstanding the foregoing and notwithstanding Section 4.14, Lender's consent will not be required, and neither the Consented Transfer Fee nor the Unconsented Transfer Fee will be imposed, for any Permitted Transfer (as defined below), so long as all Transfer Requirements (as defined below) applicable to such Permitted Transfer are timely satisfied. As used herein, the following terms have the meanings set forth below:

"Permitted Transfer" means:

(i) The transfer of not more than twenty-five percent (25%) in the aggregate during the term of the Note of the Equity Interests (as defined below) in Borrower (or in any entity that owns, directly or indirectly through one or more intermediate entities, an Equity Interest in Borrower), in addition to any transfers permitted under subparagraphs (ii) or (iii) of this definition (a "Minority Interest Transfer");

(ii) A transfer that occurs by devise, descent or operation of law upon the death of a natural person (a "Decedent Transfer"); or

(iii) A transfer of interests in the Property, in Borrower or in any entity that owns, directly or indirectly through one or more intermediate entities, an Equity Interest in Borrower, to non-minor immediate family members (*i.e.*, the parents, spouse, siblings, children and other lineal descendants, and the spouses of parents, siblings, children and other lineal descendants) of the

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transferor or to one or more trusts established for the benefit of the transferor and/or such immediate family members of the transferor (an "Estate Planning Transfer").

"Transfer Requirements" means, with respect to any Permitted Transfer, all of the following that apply to that transfer:

(i) In the case of any Permitted Transfer, none of the persons or entities liable for the repayment of the loan evidenced by the Note shall be released from such liability.

(ii) In the case of any Minority Interest Transfer or Estate Planning Transfer, there shall be no change in the individuals exercising day-to-day powers of decisionmaking, management and control over either Borrower or the Property unless Lender has given its prior written consent to such change in its sole discretion. In the case of a Decedent Transfer, any new individual exercising such powers must be satisfactory to Lender in its sole discretion.

(iii) In the case of a Decedent Transfer, if the decedent was a Borrower or guarantor of the loan evidenced by the Note, within 30 days after written request by Lender, one or more other persons or entities having credit standing and financial resources equal to or better than those of the decedent, as determined by Lender in its reasonable discretion, shall assume or guarantee such loan by executing and delivering to Lender a guaranty or assumption agreement and a certificate and indemnity agreement regarding hazardous substances, each satisfactory to Lender, providing Lender with recourse substantially identical to that which Lender had against the decedent and granting Lender liens on any and all interests of the transferee in the Property.

(iv) In the case of any Estate Planning Transfer that results in a transfer of an interest in the Property or in a change in the trustee of any trust owning an interest in the Property, the transferee or new trustee (in such new trustee's fiduciary capacity) shall, prior to the transfer, execute and deliver to Lender an assumption agreement satisfactory to Lender, providing Lender with recourse substantially identical to that which Lender had against the transferor or predecessor trustee and granting Lender liens on any and all interests of the transferee or the new trustee in the Property.

(v) In the case of any Permitted Transfer that results in a transfer of an interest in the Property, Lender shall be provided, at no cost to Lender, with an endorsement to its title insurance policy insuring the lien of this Security Instrument, which endorsement shall insure that there has been no impairment of that lien or of its priority.

(vi) In the case of any Permitted Transfer, Borrower or the transferee shall pay all costs and expenses reasonably incurred by Lender in connection with that Permitted Transfer, together with any applicable fees in accordance with Lender's fee schedule in effect at the time of the Permitted Transfer, and shall provide Lender with such information and documents as Lender reasonably requests in order to make the determinations called for by this Security Instrument and to comply with applicable laws, rules and regulations.

(vii) No Default shall exist.

"Equity Interest" means partnership interests in Borrower, if Borrower is a partnership, member interests in Borrower, if Borrower is a limited liability company, or shares of stock of Borrower, if Borrower is a corporation.

4.14 **Borrower Existence.** If Borrower is a corporation, partnership, limited liability company or other entity, Lender is making this loan in reliance on Borrower's continued existence, ownership and control in its present form. Borrower will not alter its name, jurisdiction of organization, structure, ownership or control without the prior written consent of Lender and will do all things necessary to preserve and maintain said existence and to ensure its continuous right to carry on its

business. If Borrower is a partnership, Borrower will not permit the addition, removal or withdrawal of any general partner without the prior written consent of Lender. The withdrawal or expulsion of any general partner from Borrower partnership shall not in any way affect the liability of the withdrawing or expelled general partner hereunder or on the Note.

4.15 **Information for Participants, Etc.** Borrower agrees to furnish such information and confirmation as may be required from time to time by Lender on request of potential loan participants and assignees and agrees to make adjustments in this Security Instrument, the Note, and the other documents evidencing or securing the loan secured hereby to accommodate such participant's or assignee's requirements, provided that such requirements do not vary the economic terms of the loan secured hereby. Borrower hereby authorizes Lender to disclose to potential participants and assignees any information in Lender's possession with respect to Borrower and the loan secured hereby.

4.16 **Tax and Insurance Impounds.**

(a) **Impounds.** In addition to the payments required by the Note, Borrower agrees to pay Lender, at Lender's request, such sums as Lender may from time to time estimate will be required to pay, at least one month before delinquency, the next due taxes, assessments, insurance premiums, and similar charges affecting the Property, less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such taxes, assessments and premiums will become delinquent, such sums to be held by Lender without interest or other income to Borrower to pay such taxes, assessments and premiums. Should this estimate as to taxes, assessments and premiums prove insufficient, Borrower upon demand agrees to pay Lender such additional sums as may be required to pay them before delinquent.

(b) **Application.** If the total of the payments described in subsection (a) of this Section (collectively, the "Impounds") in any one year shall exceed the amounts actually paid by Lender for taxes, assessments and premiums, such excess may be credited by Lender on subsequent payments under this section. At any time after the occurrence and during the continuance of an Event of Default and at or prior to the foreclosure sale, Lender may apply any balance of funds it may hold pursuant to this Section to any amount secured by this Security Instrument and in such order as Lender may elect. If Lender does not so apply such funds at or prior to the foreclosure sale, the purchaser at such sale shall be entitled to all such funds. If Lender acquires the Property in lieu of realizing on this Security Instrument, the balance of funds it holds shall become the property of Lender. Any transfer in fee of all or a part of the Property shall automatically transfer to the grantee all or a proportionate part of Borrower's rights and interest in the fund accumulated hereunder.

(c) **Tax Reporting Service.** Lender may, but need not, contract with a tax reporting service covering the Property. Borrower agrees that Lender may rely on the information furnished by such tax service and agrees to pay the cost of that service within 30 days after receipt of a billing for it.

(d) **Limited Waiver.** Notwithstanding the foregoing, Lender will not require Borrower to deposit the Impounds as provided in subsection (a) of this Section so long as: (i) the Property is owned in its entirety by the original Borrower named below (and not by any successor or transferee Borrower) and there is no change in the individuals exercising day-to-day powers of decisionmaking, management and control over either Borrower or the Property (regardless of whether Lender has consented to any such transfer or change); (ii) Borrower pays, prior to delinquency, all payments of taxes, assessments, insurance premiums and other amounts that would otherwise be paid from the Impounds and, if required by Lender, Borrower provides Lender with proof of such payment; and (iii) no Event of Default occurs (regardless of whether it is later cured). If at any time Borrower fails

to meet any of the foregoing requirements, Lender may at any time thereafter require the payment of all Impounds upon ten days written notice to Borrower.

4.17 **Leases, Security Deposits, Etc.** Borrower shall not receive or collect any rents from any present or future tenant of the Property or any part thereof in advance in excess of one (1) month's rent or collect a security deposit in excess of two (2) months' rent. Borrower shall promptly deposit and maintain all security deposits and other deposits received by Borrower from tenants in a segregated trust account in a federally insured institution. Borrower shall perform its obligations under the Leases in all material respects.

4.18 **Condominium and Cooperative Provisions.** If the Property is not subject to a recorded condominium or cooperative regime on the date of this Security Instrument, Borrower will not subject the Property or any portion thereof to such a regime without the written consent of Lender, which consent may be granted or denied in Lender's sole discretion and, if granted, may be subject to such requirements as Lender may impose including but not limited to Borrower providing Lender with such title insurance endorsements and other documents as Lender may require. If the Property is subject to a condominium regime on the date of this Security Instrument: (a) Borrower represents and warrants that none of the condominium units and no portion of the common elements in the Property have been sold, conveyed or encumbered or are subject to any agreement to convey or encumber; (b) Borrower shall not in any way sell, convey or encumber or enter into a contract or agreement to sell, convey or encumber any condominium unit or any of the common elements of the Property unless expressly agreed to in writing by Lender; (c) Borrower shall operate the Property solely as a rental property; and (d) the Property granted, conveyed and assigned to Lender hereunder includes all rights, easements, rights of way, reservations and powers of Borrower, as owner, declarant or otherwise, under any applicable condominium act or statute and under any and all condominium declarations, survey maps and plans, association articles and bylaws and documents similar to any of the foregoing.

4.19 **Use of Property; Zoning Changes.** Unless required by applicable law, Borrower shall not: (a) except for any change in use approved by Lender in writing, allow changes in the use for which all or any part of the Property is being used at the time this Security Instrument is executed; (b) convert any individual dwelling unit or common area in the Property to primarily commercial use; or (c) initiate or acquiesce in a change in the zoning classification of the Property.

5. DEFAULT.

5.1 **Definition.** Any of the following shall constitute an "Event of Default" as that term is used in this Security Instrument (and the term "Default" shall mean any of the following, whether or not any requirement for notice or lapse of time has been satisfied):

(a) Any regular monthly payment under the Note is not paid so that it is received by Lender within fifteen (15) days after the date when due, or any other amount secured by this Security Instrument (including but not limited to any payment of principal or interest due on the Maturity Date, as defined in the Note) is not paid so that it is received by Lender when due;

(b) Any representation or warranty made by Borrower to or for the benefit of Lender herein or elsewhere in connection with the loan secured hereby, including but not limited to any representation in connection with the security therefor, shall prove to have been incorrect or misleading in any material respect;

(c) Borrower or any other party thereto (other than Lender) shall fail to perform its obligations under any other covenant or agreement contained in this Security Instrument, the Note, any other Loan Document or the Indemnity Agreement, which failure continues for a period of thirty (30) days after written notice of such failure by Lender to Borrower, but no such notice or cure

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period shall apply in the case of: (i) any such failure that could, in Lender's judgment, absent immediate exercise by Lender of a right or remedy under this Security Instrument, the other Loan Documents or the Indemnity Agreement, result in harm to Lender, impairment of the Note or this Security Instrument or any other security given under any other Loan Document; (ii) any such failure that is not reasonably susceptible of being cured during such 30-day period; (iii) breach of any provision that contains an express cure period; or (iv) any breach of Section 4.13 or Section 4.14 of this Security Instrument;

(d) Borrower or any other person or entity liable for the repayment of the indebtedness secured hereby shall become unable or admit in writing its inability to pay its debts as they become due, or file, or have filed against it, a voluntary or involuntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or become the subject of any other receivership or insolvency proceeding, provided that if such petition or proceeding is not filed or acquiesced in by Borrower or the subject thereof, it shall constitute an Event of Default only if it is not dismissed within sixty (60) days after it is filed or if prior to that time the court enters an order substantially granting the relief sought therein;

(e) Borrower or any other signatory thereto shall default in the performance of any covenant or agreement contained in any mortgage, deed of trust or similar security instrument encumbering the Property, or the note or any other agreement evidencing or securing the indebtedness secured thereby, which default continues beyond any applicable cure period;

(f) A tax, charge or lien shall be placed upon or measured by the Note, this Security Instrument, or any obligation secured hereby that Borrower does not or may not legally pay in addition to the payment of all principal and interest as provided in the Note; or

(g) There shall occur any default under the Indemnity Agreement.

5.2 Lender's Right to Perform. After the occurrence and during the continuance of any Event of Default, Lender, but without the obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligations hereunder, may: make any payments or do any acts required of Borrower hereunder in such manner and to such extent as either may deem necessary to protect the security hereof, Lender being authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender; pay, purchase, contest or compromise any encumbrance, charge or lien in accordance with the following paragraph; and in exercising any such powers, pay necessary expenses, employ counsel and pay a reasonable fee therefor. All sums so expended shall be payable on demand by Borrower, be secured hereby and bear interest at the Default Rate of interest specified in the Note from the date advanced or expended until repaid.

Lender, in making any payment herein, is hereby authorized, in the place and stead of Borrower, in the case of a payment of taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Property, to make such payment in reliance on any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; in the case of any apparent or threatened adverse claim of title, lien, statement of lien, encumbrance, deed of trust, mortgage, claim or charge Lender shall be the sole judge of the legality or validity of same; and in the case of a payment for any other purpose herein and hereby authorized, but not enumerated in this paragraph, such payment may be made whenever, in the sole judgment and discretion of Lender such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this Security Instrument, provided further, that in connection with any such advance, Lender at its option may and is hereby authorized to obtain a continuation report

PR GR

of title prepared by a title insurance company, the cost and expenses of which shall be repayable by Borrower without demand and shall be secured hereby.

5.3 Remedies on Default. Upon the occurrence of any Event of Default all sums secured hereby shall become immediately due and payable, without notice or demand, at the option of Lender and Lender may:

(a) Have a receiver appointed as a matter of right on an *ex parte* basis without notice to Borrower and without regard to the sufficiency of the Property or any other security for the indebtedness secured hereby and, without the necessity of posting any bond or other security. Such receiver shall take possession and control of the Property and shall collect and receive the Rents. If Lender elects to seek the appointment of a receiver for the Property, Borrower, by its execution of this Security Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law. The receiver shall be entitled to receive a reasonable fee for managing the Property, which fee may be deducted from the Rents or may be paid by Lender and added to the indebtedness secured by this Security Instrument. Immediately upon appointment of a receiver, Borrower shall surrender possession of the Property to the receiver and shall deliver to the receiver all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Property and all security deposits. If the Rents are not sufficient to pay the costs of taking control of and managing the Property and collecting the Rents, any funds expended by Lender, or advanced by Lender to the receiver, for such purposes shall become an additional part of the indebtedness secured by this Security Instrument. The receiver may exclude Borrower and its representatives from the Property. Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 5.3 shall not be construed to make Lender a mortgagee-in-possession of the Property so long as Lender has not itself entered into actual possession of the Property.

(b) Foreclose this Security Instrument as provided in Section 7 or otherwise realize upon the Property as permitted under applicable law.

(c) Sue on the Note as permitted under applicable law.

(d) Avail itself of any other right or remedy available to it under the terms of this Security Instrument, the other Loan Documents or applicable law.

5.4 No Waiver. By accepting payment of any sum secured hereby after its due date, Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare an Event of Default for failure to do so.

5.5 Waiver of Marshaling, Etc. In connection with any foreclosure sale under this Security Instrument, Borrower hereby waives, for itself and all others claiming by, through or under Borrower, any right Borrower or such others would otherwise have to require marshaling or to require that the Property be sold in parcels or in any particular order.

5.6 Remedies Cumulative; Subrogation. The rights and remedies accorded by this Security Instrument shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Security Instrument or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently or successively. The failure on the part of Lender to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver of any Default or Event of Default shall not constitute a waiver of any subsequent or other Default or Event of Default. Lender shall be subrogated to the claims and liens of those whose claims or liens are discharged or paid with the loan proceeds hereof.

5.7 **Waiver of Permissive Counterclaims.** Borrower waives any and all rights to file or pursue permissive counterclaims in connection with any legal action brought by Lender under this Security Instrument, the Note or any other Loan Document.

6. **CONDEMNATION, ETC.** Any and all awards of damages, whether paid as a result of judgment or prior settlement, in connection with any condemnation or other taking of any portion of the Property for public or private use, or for injury to any portion of the Property ("Awards"), are hereby assigned and shall be paid to Lender which may apply or disburse such Awards in the same manner, on the same terms, subject to the same conditions, to the same extent, and with the same effect as provided in Section 4.4.6 above for disposition of Insurance Proceeds. Without limiting the generality of the foregoing, if the taking results in a loss of the Property to an extent that, in the reasonable opinion of Lender, renders or is likely to render the Property not economically viable or if, in Lender's reasonable judgment, Lender's security is otherwise impaired, Lender may apply the Awards to reduce the unpaid obligations secured hereby in such order as Lender may determine, and without any adjustment in the amount or due dates of installments due under the Note. If so applied, any Awards in excess of the unpaid balance of the Note and other sums due to Lender shall be paid to Borrower or Borrower's assignee. Lender shall in no case be obligated to see to the proper application of any amount paid over to Borrower. Such application or release shall not cure or waive any Default or notice of default hereunder or invalidate any act done pursuant to such notice. Should the Property or any part or appurtenance thereof or right or interest therein be taken or threatened to be taken by reason of any public or private improvement, condemnation proceeding (including change of grade), or in any other manner, Lender may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any reasonable compromise or settlement in connection with such taking or damage, and obtain all Awards or other relief therefor, and Borrower agrees to pay Lender's costs and reasonable attorneys' fees incurred in connection therewith. Lender shall have no obligation to take any action in connection with any actual or threatened condemnation or other proceeding.

7. **FORECLOSURE.** Upon the occurrence of any Event of Default, Lender shall have the option, without notice or demand, to declare all sums secured hereby immediately due and payable and to proceed to foreclose on this Security Instrument as now or then provided by law (in which event Lender shall be entitled to the appointment of a receiver). Any foreclosure shall forever bar Borrower and all persons claiming under Borrower from all right and interest in the Property. In any such proceeding Lender shall be entitled to recover all costs and expenses (regardless of the particular nature thereof and whether incurred prior to or during such proceeding) incident to the realization of its rights hereunder, including court costs and reasonable attorneys' fees. Lender shall be entitled to possession of the Property during any period of redemption. Borrower hereby waives any right it or its successors in interest may have in the event of acceleration or foreclosure to obtain a partial release of the Property from the lien of this Security Instrument by paying less than the entire amount then secured hereby, or to partially redeem the Property by paying less than the amount necessary to effect redemption *in toto*. If a deficiency remains after proper application of the proceeds of sale of the Property, Borrower shall pay the same immediately after determination of the amount thereof.

8. **NOTICES.**

8.1 **Borrower and Lender.** Any notice to or demand upon Borrower (including any notice of default or notice of sale) or notice to or demand upon Lender shall be deemed to have been sufficiently made for all purposes when deposited in the United States mails, postage prepaid, registered or certified, return receipt requested, addressed to Borrower at its address set forth above or to Lender at the following address:

PR GR

Washington Mutual Bank
National Commercial Operations Center
P.O. Box 9178
Coppell, Texas 75019-9178
Attention: Portfolio Administration

or to such other address as the recipient may have directed by notice in accordance herewith.

8.2 Waiver of Notice. The giving of notice may be waived in writing by the person or persons entitled to receive such notice, either before or after the time established for the giving of such notice.

9. MODIFICATIONS, ETC. Each person or entity now or hereafter owning any interest in the Property agrees, by executing this Security Instrument or taking the Property subject to it, that Lender may in its sole discretion and without notice to or consent of any such person or entity: (i) extend the time for payment of the obligations secured hereby; (ii) discharge or release any one or more parties from their liability for such obligations in whole or in part; (iii) delay any action to collect on such obligations or to realize on any collateral therefor; (iv) release or fail to perfect any security for such obligations; (v) consent to one or more transfers of the Property, in whole or in part, on any terms; (vi) waive or release any of holder's rights under any of the Loan Documents; (vii) agree to an increase in the amount of such obligations or to any other modification of such obligations or of the Loan Documents; or (viii) proceed against such person or entity before, at the same time as, or after it proceeds against any other person or entity liable for such obligations.

10. SUCCESSORS AND ASSIGNS. All provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

11. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by the law of the state of Florida. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, the conflict shall not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision and to this end the provisions of this Security Instrument and the Note are declared to be severable.

12. BORROWER'S RIGHT TO POSSESSION. Borrower may be and remain in possession of the Property for so long as no Event of Default exists and Borrower may, while it is entitled to possession of the Property, use the same.

13. MAXIMUM INTEREST. Notwithstanding any other provision of this Security Instrument or the Note, in no event shall the interest rate or other charges in the nature of interest exceed the maximum rate of interest allowed by applicable law, as amended from time to time. Lender does not intend to charge any amount of interest or other fees or charges in the nature of interest that exceed the maximum rate allowed by applicable law. Any payment in excess of that permitted by law will be credited by Lender as a payment of principal unless Borrower notifies Lender to refund the amount directly to Borrower.

14. ATTORNEYS' FEES AND LEGAL EXPENSES. In the event of any Default under this Security Instrument, or in the event that any dispute arises relating to the interpretation, enforcement or performance of any obligation secured by this Security Instrument, Lender shall be entitled to collect from Borrower on demand all fees and expenses incurred in connection therewith, including but not limited to fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, arbitrators, mediators and court reporters. Without limiting the generality of the foregoing, Borrower shall pay all such costs and expenses incurred in connection with: (a) arbitration or other alternative dispute resolution proceedings, trial court actions and appeals; (b) bankruptcy or other

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insolvency proceedings of Borrower, any guarantor or other party liable for any of the obligations secured by this Security Instrument or any party having any interest in any security for any of those obligations; (c) judicial or nonjudicial foreclosure on, or appointment of a receiver for, any of the Property; (d) post-judgment collection proceedings; (e) all claims, counterclaims, cross-claims and defenses asserted in any of the foregoing whether or not they arise out of or are related to this Security Instrument; (f) all preparation for any of the foregoing; and (g) all settlement negotiations with respect to any of the foregoing.

15. PREPAYMENT PROVISIONS. If at any time after an Event of Default and acceleration of the indebtedness secured hereby there shall be a tender of payment of the amount necessary to satisfy such indebtedness by or on behalf of Borrower, its successors or assigns, the same shall be deemed to be a voluntary prepayment such that the sum required to satisfy such indebtedness in full shall include, to the extent permitted by law, the additional payment required under the prepayment privilege as stated in the Note.

16. TIME IS OF THE ESSENCE. Time is of the essence under this Security Instrument and in the performance of every term, covenant and obligation contained herein.

17. FIXTURE FILING. This Security Instrument constitutes a financing statement, filed as a fixture filing in the real estate records of the county of the state in which the real property described in Exhibit A is located, with respect to any and all fixtures included within the list of improvements and fixtures described in Section 1.2 of this Security Instrument and to any goods or other personal property that are now or hereafter will become a part of the Property as fixtures.

18. MISCELLANEOUS.

18.1 Whenever the context so requires the singular number includes the plural herein, and the impersonal includes the personal.

18.2 The headings to the various sections have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Security Instrument.

18.3 This Security Instrument, the Note and the other Loan Documents constitute the final expression of the entire agreement of the parties with respect to the transactions set forth therein. No party is relying upon any oral agreement or other understanding not expressly set forth in the Loan Documents. The Loan Documents may not be amended or modified except by means of a written document executed by the party sought to be charged with such amendment or modification.

18.4 No creditor of any party to this Security Instrument and no other person or entity shall be a third party beneficiary of this Security Instrument or any other Loan Document. Without limiting the generality of the preceding sentence, (a) any arrangement (a "Servicing Arrangement") between Lender and any servicer of the loan secured hereby for loss sharing or interim advancement of funds shall constitute a contractual obligation of such servicer that is independent of the obligation of Borrower for the payment of the indebtedness secured hereby, (b) Borrower shall not be a third party beneficiary of any Servicing Arrangement, and (c) no payment by a servicer under any Servicing Arrangement will reduce the amount of the indebtedness secured hereby.

19. WAIVER OF JURY TRIAL. EACH OF BORROWER AND LENDER (FOR ITSELF AND ITS SUCCESSORS, ASSIGNS AND PARTICIPANTS) WAIVES ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS SECURITY INSTRUMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS PROVIDED FOR HEREIN OR THEREIN, IN ANY LEGAL ACTION OR PROCEEDING OF ANY TYPE BROUGHT BY ANY PARTY TO ANY OF THE FOREGOING

PR GR

Loan No.: 625796551

AGAINST ANY OTHER SUCH PARTY, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT SITTING WITHOUT A JURY.

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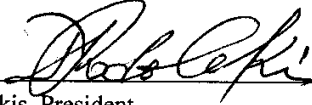
Page 20 of 21

PR GR

Loan No.: 625796551

DATED as of the day and year first above written.

Edgewater Fifty One, Inc., a Florida corporation



By: Periklis Rodolakis, President



By: Georgia Rodolakis, Vice President

This Security Instrument was prepared under the supervision of:

Bridgette M. Robinson
Washington Mutual Bank
3929 West John Carpenter Freeway
Irving, TX 75063

State of Florida
County of Miami-Dade

The foregoing instrument was (acknowledged/sworn to and subscribed) before me this 20th day of July, 2006 by Periklis Rodolakis, President and Georgia Rodolakis, Vice President of Edgewater Fifty One, Inc., a Florida corporation, on behalf of the corporation. They ☐ are personally known to me or ☒ have produced a driver's license as identification.

[Notary Seal]



Barbara Cisneros
Commission #DD222986
Expires: Jun 15, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Barbara Cisneros
Notary Public

Printed Name: Barbara Cisneros

My Commission Expires: _____

PR GR

Exhibit A

Lot 8, Block 2, of Revised Plat of Sunrise Harbor, according to the Plat thereof, recorded in Plat Book 65, Page 22, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 03-4129-041-0280

PR GR

File Number: 00216

DoubleTimes

 [BankFind Suite Home](#)

[Back to Search Results](#)

Succeeding Institution

Washington Mutual Bank



Institution Details

Data as of 10/21/2022



Received Government Assistance

Failed on 09/25/2008 and was insured until closed

FDIC Cert #
32633

Established
12/27/1988

Bank Charter Class
Federal Savings Bank

Primary Federal Regulator
Office of Thrift Supervision

Main Office Address
2273 North Green Valley Parkway
Henderson, NV 89014

Financial Information
[Create financial reports for this institution](#)

Consumer Assistance
[FDIC Customer Assistance Form](#)

Contact the FDIC
[Washington Mutual Bank](#)

**JPMorgan Chase Bank, National Association
Cert - 628**



FDIC Insured
Since 01/01/1934

Click to View Succeeding Institution

See the succeeding institution for more information.

Get additional detailed information by selecting from the following:

[Locations](#)

[History](#)

[Institution Profile](#)

[Other Names](#)

This information is not available for inactive institutions.

 BankFind Suite Home

Back to Search Results

JPMorgan Chase Bank, National Association

Institution Details

Data as of 10/21/2022



FDIC Insured
Since 01/01/1934

FDIC Cert #
628

Established
01/01/1824

Bank Charter Class
National Banks, member of the
Federal Reserve Systems (FRS)

Primary Federal Regulator
Comptroller of the Currency

Secondary Federal Regulator
CFPB

Main Office Address
1111 Polaris Pkwy
Columbus, OH 43240

Primary Website
www.jpmorganchase.com

Locations
4,827 domestic locations: 49 states
and 0 territories.
198 in foreign locations.

Financial Information
[Create financial reports for this institution](#)

Consumer Assistance
HelpWithMyBank.gov

Contact the FDIC
[JPMorgan Chase Bank, National Association](#)

Get additional detailed information by selecting from the following:

Locations

History

Institution Profile

Other Names

5,025 Branch Offices

Hide 

Results

25 



1

2

3

4

5

...

201



Page #

Go

Address

1111

JPMorgan

417	Main Office	JP Morgan Chase Bank, National Association	Polaris Pkwy Columbus, OH 43240	Columbus	Delaware	OH	Full
183126	2	Vernon Hills Scarsdale Branch	676 White Plains Road Scarsdale, NY 10583	Scarsdale	Westchester	NY	Full
183127	3	Great Neck Northern Boulevard Branch	410 Northern Boulevard Great Neck, NY 11021	Great Neck	Nassau	NY	Full
183128	4	North Hartsdale Branch	353 North Central Avenue Hartsdale, NY 10530	Hartsdale	Westchester	NY	Full
183129	5	Lawrence Rockaway Branch	335 Rockaway Tpke Lawrence, NY 11559	Lawrence	Nassau	NY	Full
183133	9	Mount Vernon Branch	22 West First Street Mount Vernon, NY 10550	Mount Vernon	Westchester	NY	Full
183136	12	Castle Hill Branch	784 Castle Hill Avenue Bronx, NY 10473	Bronx	Bronx	NY	Full
			66 East Kingsbridge				Fi

183142	18	Kingsbridge Road Branch	375 Road Bronx, NY 10468	Bronx	Bronx	NY	Full Time
183144	20	Riverdale Branch	3775 Riverdale Avenue Bronx, NY 10463	Bronx	Bronx	NY	Full Time
183146	22	Broadway Branch	5581 Broadway Bronx, NY 10463	Bronx	Bronx	NY	Full Time
183148	24	Westchester Square Branch	2725 East Tremont Avenue Bronx, NY 10461	Bronx	Bronx	NY	Full Time
183150	26	Bay Parkway And 85th St Branch	8418 Bay Parkway Brooklyn, NY 11214	Brooklyn	Kings	NY	Full Time
183157	33	Grand Army Plaza Branch	401 Flatbush Avenue Brooklyn, NY 11238	Brooklyn	Kings	NY	Full Time
183161	37	Third Avenue & 51st Street Branch	850 Third Avenue New York City, NY 10022	New York City	New York	NY	Full Time
183162	38	East End Branch	1495 York Avenue New York, NY 10075	New York	New York	NY	Full Time

183164	40	Audubon Branch	3940 Broadway New York City, NY 10032	New York City	New York	NY	Full
183165	41	First Avenue & 72nd Street Branch	360 East 72nd Street New York City, NY 10021	New York City	New York	NY	Full
183166	42	Soho Branch	525 Broadway New York City, NY 10012	New York City	New York	NY	Full
183167	44	Times Square Branch	3 Times Square New York City, NY 10036	New York City	New York	NY	Full
183168	45	Broadway Lispenard Branch	407 Broadway New York, NY 10013	New York	New York	NY	Full
183169	46	Chinatown Branch	180 Canal Street New York City, NY 10013	New York City	New York	NY	Full
183174	52	Lexington Avenue And 86th Street Branch	147 E 86th St New York, NY 10028	New York	New York	NY	Full
		Columbus	260 Columbus				Full

183184	62	Avenue & 72nd Street Branch	Avenue New York City, NY 10023	New York City	New York	NY	Full Time
183185	63	Bloomingdales Branch	770 Lexington Avenue New York, NY 10065	New York	New York	NY	Full Time
183186	64	London Terrace Branch	475 West 23rd Street New York City, NY 10011	New York City	New York	NY	Full Time



City of Coral Gables
Development Services

RECT-22-03-0024

11 EDGEWATER DR



**FLORIDA BUILDERS
ENGINEERS & INSPECTORS**

"Serving Florida Coast to Coast"

877-894-8001

12555 Biscayne Blvd. # 934

North Miami, FL 33181

RE: Folio # 03-4129-041-0280
OWNER NAME: EDGEWATER FIFTY ONE INC
PROPERTY ADDRESS: 11 E EDGEWATER DR CORAL GABLES, FL 33133
DATE OF INSPECTION: March 14, 2022

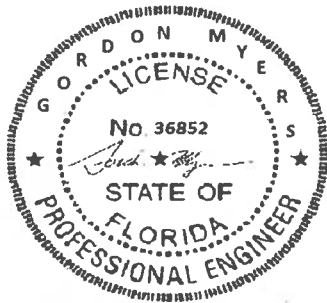
TO: CITY OF CORAL GABLES BUILDING DEPARTMENT OFFICIAL

I have inspected the above-mentioned property and find the building "structurally and electrically" safe for its use and present occupancy" while the necessary repairs as per this report are made.

As routine matter, in order to avoid possible misunderstanding, nothing in the report attached should be construed directly, or indirectly as a guarantee for any portion of the structure. Future function is not guaranteed in any way. To the best of my ability and knowledge this report represents an accurate appraisal of the present conditions of the building(s) based upon careful evaluation of the observed conditions, to the extent reasonably possible.

Thank you for your attention to this matter.

Sincerely,



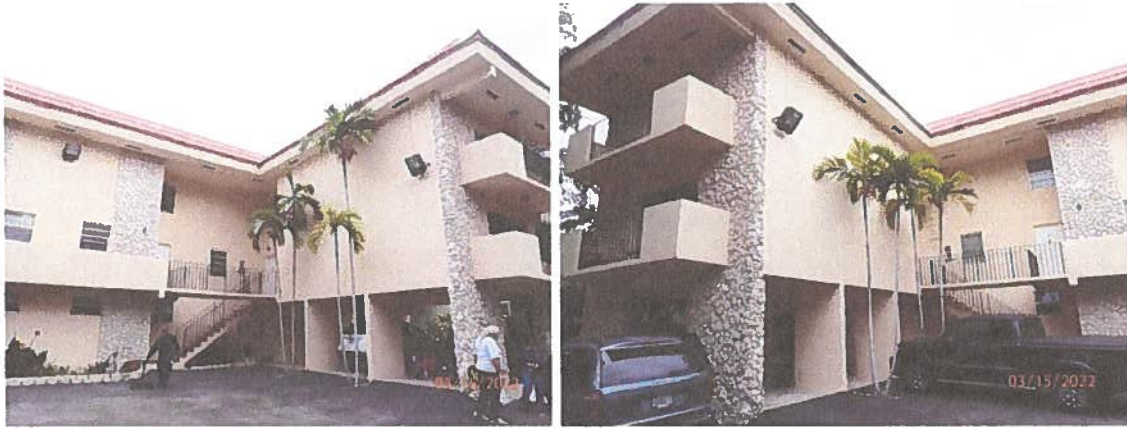
Gordon W. Myers
3/14/2022

Gordon W. Myers PE 36852
Florida Builders, Engineers & Inspectors, Inc.
A Professional Engineering Firm CA 31260
3-14-2022

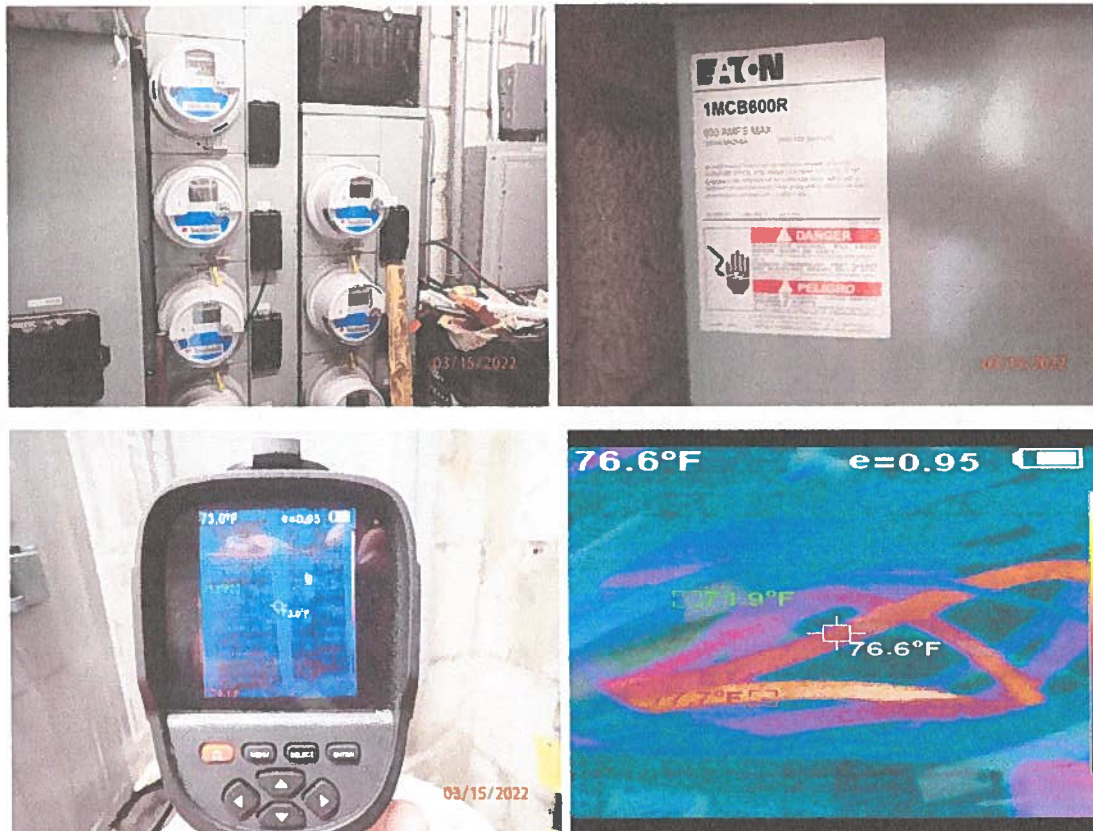
Although this Letter of Recertification allows continued occupancy of the building, issuance of this letter should not be construed directly or indirectly as a guarantee of the safety/ code compliance of any portion of the structure.

City's Exhibit #10

RE: Folio # 03-4129-041-0280
OWNER NAME: EDGEWATER FIFTY ONE INC
PROPERTY ADDRESS: 11 E EDGEWATER DR CORAL GABLES, FL 33133
DATE OF INSPECTION: March 14, 2022



FRONT VIEW



ELECTRICAL PANELS & THERMAL IMAGING



AERIAL VIEW



ROOF CONDITIONS



CONCRETE REPAIRS NEEDED TO CATWALKS AND BALCONIES

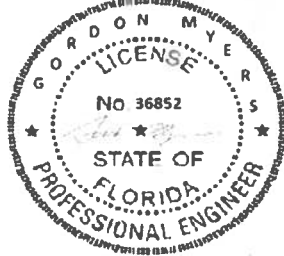


MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING STRUCTURAL RECERTIFICATION

CASE REFERENCE NUMBER:

JURISDICTION NAME:

CITY OF CORAL GABLES



LICENSEE NAME: FLORIDA BUILDERS ENGINEERS & INSPECTORS

TITLE: GORDON W MYERS PE 36852 VICE PRESIDENT

ADDRESS: 12555 BISCAYNE BLVD #934 NORTH MIAMI, FL 33181
305-895-8001 gordon@inspectionsandengineering.com

SIGNATURE: *[Signature]*
3/14/2022

*Use separate sheets for additional responses by referencing the report number.

1. DESCRIPTION OF BUILDING

a. Name on Title:	EDGEWATER FIFTY ONE INC		
b. Building Street Address:	11 E EDGEWATER DR CORAL GABLES, FL 33133	Bldg. #:	1
c. Legal Description:	SUNRISE HARBOUR REV PL PB 65-22 LOT 8 BLK 2	Attached:	<input checked="" type="checkbox"/>
d. Owner's Name:	EDGEWATER FIFTY ONE INC		
e. Owner's Mailing Address:	1421 URBINA AVE CORAL GABLES, FL 33146-1927		
f. Folio Number of Property on which Building is Located:	03-4129-041-0280		
g. Building Code Occupancy Classification:	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS		
h. Present Use:	8 RESIDENTIAL APARTMENT UNITS		
i. General Description of building (overall description, structural systems, special features):	CBS (3) STORY TOTAL ADJ. AREA 11,090 SQ FT ACCORDING TO P. REC		
j. Number of Stories:	3	k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No):	NO
l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached:		<input checked="" type="checkbox"/>	
m. Additional Comments:			
AS A ROUTINE MATTER, AND IN ORDER TO AVOID POSSIBLE MISUNDERSTANDING NOTHING IN THIS INSPECTION REPORT FORM ATTACHED MINIMUM INSPECTION GUIDELINES AND OUR NON-DESTRUCTIVE OBSERVATION SHOULD BE CONSTRUED DIRECTLY OR INDIRECTLY, AS A GUARANTEE OR WARRANTY OF ANY PORTION OF THE STRUCTURE. TO THE BEST OF MY KNOWLEDGE AND ABILITY THIS REPORT REPRESENTS AN ACCURATE APPRAISAL OF THE PRESENT CONDITION OF THE STRUCTURE BASED UPON CAREFUL EVALUATION OF THE OBSERVED CONDITIONS TO THE EXTENT REASONABLY POSSIBLE.			
PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.			

n. Additions to original structure:		
No visible additions noted to original structure at this time. This determination is made on what is visible and accessible at the site with no inquiry to construction plans and or microfilms.		
o. Total Actual Building Area of all floors:	4,616	S.F.

2. INSPECTIONS	
a. Date of Notice of Required Inspection:	2022
b. Date(s) of actual inspection:	3/14/2022
c. Name, license number, discipline of practice, and qualifications of licensee submitting report:	
FLORIDA BUILDERS ENGINEERS & INSPECTORS, INC / GORDON W MYERS PE. 36852	
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:	
NO LABORATORY OR FORMAL TESTING CONDUCTED.	
e. Are Any Structural Repairs Required? (YES/NO):	YES
1. If required, describe, and indicate acceptance:	CONCRETE RESTORATION WORK NEEDED TO CATWALKS AND STAIRS AS WELL AS MOISTURE PENETRATION CRACKS ON EXTERIOR WALLS NEED RESEALING
	ROOF IS NEARING ITS LIFE EXPECTANCY CONSULT WITH LICENSED ROOFING CONTRACTOR FOR REPAIR/ REPLACEMENT
f. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO): YES	
1. Explanation/Conditions:	N/A
g. Is it recommended that the building be vacated? (YES/NO): NO	
h. Has the property record been researched for violations or unsafe cases? (YES/NO): NO	
1. Explanation/Comments:	THIS SECTION NOT REQUIRED AT THIS TIME

[Signature]
3/14/2022

3. SUPPORTING DATA

- a. NONE Additional sheets of written data
- b. SEE PHOTOS PAGE ON C.L. Photographs provided (where required plus each building elevation)
- c. ONE Drawings or sketches (aerial, site, footprint, etc.)
- d. NONE Test reports

4. FOUNDATION

a. Describe the building foundation:	CONCRETE SLAB FOUNDATION
b. Is wood in contact or near soil? (Yes/No):	NO
c. Signs of differential settlement? (Yes/No):	NO
d. Describe any cracks or separation in the walls, columns, or beams that signal differential settlement:	PROVIDE PHOTO
NO VISIBLE CRACKS OR SEPARATION IN WALLS, COLUMNS OR BEAMS THAT SIGNAL DIFFERENTIAL SETTLEMENT NOTED AT THIS TIME.	
e. Is water drained away from the foundation? (Yes/No):	YES
f. Is there additional sub-soil investigation required? (Yes/No):	NO
1. Describe:	THIS SECTION NOT REQUIRED AT THIS TIME

5. PRESENT CONDITION OF OVERALL STRUCTURE

a. General alignment: (Note: good, fair, poor, explain if significant)	PROVIDE PHOTO
1. Bulging:	MINOR STRUCTURAL EXPANSION THAT IS TYPICAL FOR THIS TYPE OF STRUCTURE DOES NOT WARRANT REPAIRS AT THIS TIME
2. Settlement:	TYPICAL AND MINOR DOES NOT WARRANT STRUCTURAL REPAIRS AT THIS TIME STRUCTURAL CONDITIONS ARE FUNCTIONAL AT THIS TIME
3. Deflections:	NOT OF STRUCTURAL SIGNIFICANCE
4. Expansion:	TYPICAL MINOR EXPANSION NOT WARRANTED FOR REPAIRS AT THIS TIME
5. Contraction:	TYPICAL MINOR CONTRACTION NOT WARRANTED FOR REPAIRS AT THIS TIME.

[Handwritten signature and date 3/11/2022]

b. Portion showing distress: (Note, beams, columns, structural walls, floor, roofs, other)	PROVIDE PHOTO
CATWALKS AND BALCONIES	
c. Surface conditions: Describe general conditions of finishes, cracking, spalling, peeling, signs of moisture penetration and stains.	PROVIDE PHOTO
MOISTURE PENETRATION CRACKS AND HOLLOW SPOTS NOTED AT UNDERSIDE OF CATWALKS. CONCRETE REPAIRS ARE NECESSARY	
d. Cracks: Note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1- and 2-mm width; WIDE if over 2 mm.	PROVIDE PHOTO
STRUCTURAL REPAIRS ARE NECESSARY AT THIS TIME	
e. General extent of deterioration: Cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.	PROVIDE PHOTO
NONE NOTED AT THIS TIME	
f. Previous patching or repairs (Provide description and identify location):	PROVIDE PHOTO
YES/ CONCRETE PATCHWORK IS NOTED HOWEVER PROFESSIONAL CONCRETE REPAIRS ARE NECESSARY	
g. Nature of present loading: (Indicate residential, commercial, storage, other - estimate magnitude for each level)	
RESIDENTIAL	
h. Signs of overloading? (Yes/No): NO	
1. Describe: THIS SECTION NOT REQUIRED AT THIS TIME	

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3/14/20

6. MASONRY BEARING WALL: (Indicate good, fair, poor on appropriate lines)		PROVIDE PHOTO
a. Concrete masonry units: CRACKING NOTED AT THIS TIME CONSULT WITH CONCRETE RESTORATION CONTRACTOR FOR REPAIRS		
b. Clay tile or terra cotta units: N/A		
c. Reinforced concrete tie columns: TYPICAL AND FAIR CONDITIONS AT THIS TIME		
d. Reinforced concrete tie beams: TYPICAL AND FAIR CONDITIONS AT THIS TIME		
e. Lintel: TYPICAL AND FAIR CONDITIONS AT THIS TIME		
f. Other type bond beams: TYPICAL AND FAIR CONDITIONS AT THIS TIME		PROVIDE PHOTO
g. Exterior masonry finishes (choose those that apply):		
1. Stucco: XXX FAIR CONDITIONS		
2. Veneer:		
3. Paint only: XXX FAIR CONDITIONS		
4. Other (describe): N/A		
h. Interior masonry finishes (choose those that apply):		PROVIDE PHOTO
1. Vapor barrier: N/A		
2. Furring and plaster: XXX FAIR CONDITIONS		
3. Paneling: N/A		
4. Paint only: XXX FAIR CONDITIONS		
5. Other (describe): N/A		
i. Cracks:		PROVIDE PHOTO
1. Location (note beams, columns, other): N/A		
2. Description: TYPICAL CONTRACTING & EXPANDING CRACKING NOTED		
j. Spalling		PROVIDE PHOTO
1. Location (note beams, columns, other): NONE VISIBLE BUT EVIDENCE OF WATER INTRUSION CRACKS ARE PRESENT		
2. Description: N/A		

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3/14/2022

k. Rebar corrosion (indicate on lines 1-4):	PROVIDE PHOTO
1. None visible: <input checked="" type="checkbox"/>	
2. Minor (patching will suffice):	
3. Significant (but patching will suffice):	
4. Significant (structural repairs required) XXXX	
l. Samples chipped out for examination in spalled areas (Yes/No): NO	
1. Yes – describe color, texture, aggregate, general quality: N/A	

7. FLOOR AND ROOF SYSTEM	
a. Roof (Must provide)	
1. Describe (roof shape, type roof covering, type roof deck, framing system, condition):	PROVIDE PHOTO
MAIN PORTION FLAT ROOF / MODIFIED ROLL ROOFING MATERIAL ON ROOF. ROOF IS NEARING END OF LIFE EXPECTANCY.	
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of supports:	PROVIDE PHOTO
A/C COMPRESSORS NOTED TO BE ON ROOF	
3. Describe roof drainage system, main and overflow, and indicate condition:	PROVIDE PHOTO
DRAINAGE TO PERIMETER OF ROOF	
4. Describe parapet build and current conditions:	PROVIDE PHOTO
PARAPET SECTIONS ON THIS ROOF NEED RESEALING	
5. Describe mansard build and current conditions:	PROVIDE PHOTO
WOOD FRAMED AND WOOD DECKING MANSARD BUILD WITH TILES ON THIS ROOF FACADE, TILES ARE CRACKED	

6. Describe roofing membrane/covering and current conditions:	PROVIDE PHOTO
ROLL ROOFING / HOT TAR APPLICATION ON ROOF SURFACE ROOF NEARING END OF LIFE EXPECTANCY	
7. Describe any roof framing member with obvious overloading, overstress, deterioration or excessive deflection:	PROVIDE PHOTO
NO VISIBLE OVERLOADING OVERSTRESS OR DETERIORATION NOTED AT THIS TIME	
8. Note any expansion joints and condition:	PROVIDE PHOTO
N/A	
b. Floor system(s):	
1. Describe the floor system at each level, framing, material, typical spans and indicate condition:	PROVIDE PHOTO
CONCRETE SLAB FOUNDATION AND CONCRETE SLAB SECOND FLOOR F.F.	
2. Balconies: Indicate location, framing system, material, and condition:	PROVIDE PHOTO
CANTILEVER CONCRETE BALCONIES PRESENT. MOISTURE PENETRATION CRACKING NOTED AT EDGELINES. CATWALKS HAVE CRACKING AND EVIDENCE OF CONCRETE RESTORATION NECESSARY.	
3. Stairs and escalators: indicate location, framing system, material, and condition:	PROVIDE PHOTO
2 CONCRETE STAIRS PRESENT. RECOMMENDED OWNERS TO MAINTAIN JOINTS AND EDGES WATER-PROOFED AND SEALED.	
4. Ramps: indicate location, framing type, material, and condition:	PROVIDE PHOTO
N/A	
5. Guardrails: describe type, material, and condition:	PROVIDE PHOTO
N/A	
c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.	
ALL ACCESSIBLE AREAS WERE INSPECTED INCLUDING ATTIC ACCESS.	

[Handwritten Signature]
3/11/2021

8. STEEL FRAMING SYSTEM

a. Description of system at each level:

PROVIDE PHOTO

NO STEEL FRAMING /CBS

b. Steel members: describe condition of paint and degree of corrosion:

PROVIDE PHOTO

N/A

c. Steel connections: describe type and condition:

PROVIDE PHOTO

N/A

d. Concrete or other fireproofing: note any cracking or spalling of encased member and note where any covering was removed for inspection:

PROVIDE PHOTO

N/A

e. Identify any steel framing member with obvious overloading, overstress, deterioration, or excessive deflection (provide location):

PROVIDE PHOTO

N/A

f. Elevator sheave beams and connections, and machine floor beams: note condition:

PROVIDE PHOTO

N/A

9. CONCRETE FRAMING SYSTEM

a. Full description of concrete structural framing system:

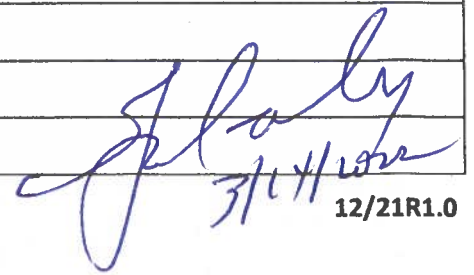
PROVIDE PHOTO

CBS STRUCTURE

b. Cracking

1. Significant or Not significant: TYPICAL /EXPANSION AND CONTRACTION CRACKING NOTED AT THIS TIME

2. Location and description of members affected and type cracking:



c. General condition	
BUILDING HAS NEED FOR CONCRETE REPAIRS AS WELL AS EXTERIOR WATERPROOFING WALLS AND BALCONIES	
d. Rebar corrosion – check appropriate line	
1. None visible: <input checked="" type="checkbox"/>	
2. Location and description of members affected and type cracking:	PROVIDE PHOTO
3. Significant but patching will suffice:	PROVIDE PHOTO
4. Significant: structural repairs required (describe):	PROVIDE PHOTO
CRACKING PRESENT AT CATWALKS AND MOISTTURE PENETRATIONS AT BALCONY EDGES	
e. Samples chipped out in spall areas:	
1. No: <input checked="" type="checkbox"/>	PROVIDE PHOTO
2. Yes, describe color, texture, aggregate, general quality:	
f. Identify any concrete framing member with obvious overloading, overstress, deterioration, or excessive deflection:	PROVIDE PHOTO
NO VISIBLE OVERLOADING, OVERSTRESS OR DETERIORATION NOTED AT THIS TIME	

10. WINDOWS, STOREFRONTS, CURTAINWALLS AND EXTERIOR DOORS	
a. Windows/Storefronts/Curtainwalls	PROVIDE PHOTO
1. Type (Wood, steel, aluminum, vinyl, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other):	
ALUMINUM / S.HUNG WINDOWS PRESENT	
2. Anchorage: type and condition of fasteners and latches:	
SCREWED INTO WINDOW BUCKS	

[Signature]
3/14/2021

3. Sealant: type and condition of perimeter sealant and at mullions:	
TYPICAL CHAULKING AT FRAMES AND GASKETING AT GLAZING	
4. Interiors seals: type and condition at operable vents:	
GASKETING AT GLAZING	
5. General condition:	
SATISFACTORY AT THIS TIME	
6. Describe any repairs needed:	
NO REPAIRS WERE RECOMMENDED AT THIS TIME	
b. Structural Glazing on the exterior envelope of Threshold Buildings (Yes/No): NO	
1. Previous Inspection Date:	
2. Description of Curtain Wall Structural Glazing and adhesive sealant:	
3. Describe Condition of System:	
c. Exterior Doors	
PROVIDE PHOTO	
1. Type (Wood, Steel, Aluminum, Sliding Glass Door, other):	
ALUMINUM	
2. Anchorage: type and condition of fasteners and latches:	
GASKETING AT GLAZING	
3. Sealant: type and condition of sealant:	
TYPICAL CHAULKING AT FRAMES AND GASKETING AT GLAZING	

Subaru
3/14/2021
12/21R1.0

4. General condition:
SATISFACTORY AT THIS TIME
5. Describe any repairs needed:
NO REPAIRS WERE RECOMMENDED AT THIS TIME

11. WOOD FRAMING	
a. Fully describe wood framing system:	PROVIDE PHOTO
PARTITIONS FRAMED WITH 2X4 FRAMING.	
b. Indicate the condition of the following:	PROVIDE PHOTO
1. Walls: GOOD CONDITIONS	
2. Floors: SATISFACTORY	
3. Roof member, roof trusses:	
CONCRETE DECKING	
c. Note metal connectors (i.e., angles, plates, bolts, split pintles, other, and note condition):	PROVIDE PHOTO
METAL CONNECTORS IN FUCTIONAL CONDITIONS -LIMITED ACCESS	
d. Joints: note if well fitted and still closed:	PROVIDE PHOTO
METAL FITTING IN FUCTIONAL CONDITIONS -LIMITED ACCESS	

Flaherty
3/14/2021

e. Drainage: note accumulations of moisture	PROVIDE PHOTO
FAIR ROOF DRAINS TO PERIMETER NO EXCESSIVE MOISTURE NOTED	
f. Ventilation: note any concealed spaces not ventilated:	PROVIDE PHOTO
TYPICALLY VENTED WITH PERIMETER SOFFIT VENTS	
g. Note any concealed spaces opened for inspection:	PROVIDE PHOTO
ALL AREAS AVAILABLE WERE ACCESSED	
h. Identify any wood framing member with obvious overloading, overstress, deterioration, or excessing deflection):	PROVIDE PHOTO
NO VISIBLE OVERLOADING, OVERSTRESS OR DETERIORATION NOTED AT THIS TIME	

12. BUILDING FAÇADE INSPECTION (Threshold Buildings)	PROVIDE PHOTO
a. Identify and describe the exterior walls and appurtenances on all sides of the building. (Cladding type, corbels, precast appliques, etc.)	
THIS SECTION NOT APPLICABLE	
b. Identify the attachment type of each appurtenance type (mechanically attached or adhered):	
THIS SECTION NOT APPLICABLE	
c. Indicate the condition of each appurtenance (distress, settlement, splitting, bulging, cracking, loosening of metal anchors and supports, water entry, movement of lintel or shelf angles, or other defects):	
THIS SECTION NOT APPLICABLE	

[Handwritten Signature]
3/14/2022

13. SPECIAL OR UNUSUAL FEATURES IN THE BUILDING	PROVIDE PHOTO
a. Identify and describe any special or unusual feature (i.e. cable suspended structures, tensile fabric roof, large sculptures, chimneys, porte-cochere, retaining walls, seawalls, etc.)	
THIS SECTION NOT APPLICABLE	
b. Indicate condition of the special feature, its supports, and connections:	
THIS SECTION NOT APPLICABLE	

Reset Form

John Ly
3/11/2021



Regulatory and Economic Resources
11805 SW 26th Street
Miami, Florida 33175-2474
786-315-2000

miamidade.gov/building

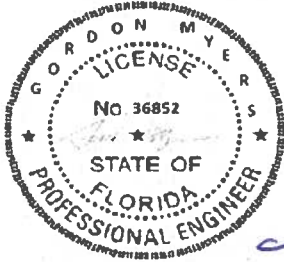
CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS

Re: Case No. _____ FYear 1972 / 50 YEAR RECERTIFICATION
Property Address: 11 F EDGEWATER DR CORAL GABLES, Bldg. No.: 1, Sq. Ft.: 11,090
Building Description: 8 UNIT RESIDENTIAL APARTMENT BUILDING CBS (3) STORY TOTAL ADJ. AREA 11,090 SQ FT ACCORDING TO P. REC

I am a Florida registered professional ☒ engineer ☐ architect with an active license.

On 3/14 20 22, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

- ☒ The parking lot(s) is not adjacent to or abutting a canal, lake, or other body of water.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are protected by a guardrail that complies with Section 8C-6 of the Miami- Dade County Code.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles **are not** protected by a guardrail that complies with Section 8C-6 of Miami-Dade County Code. I have advised the property owner that he/she must obtain a permit for the installation of the guardrail and obtain all required inspection approvals to avoid enforcement action.



Gordon W. Myers
3/14/2022

Signature and Seal of Architect or Engineer

FLORIDA BUILDERS ENGINEERS & INSPECTORS, INC
GORDON W MYERS P.E. 36852
305-895-8001 gordon@inspectionsandengineering.com

Print Name

3/14/2022

Date



Regulatory and Economic Resources
11805 SW 26th Street
Miami, Florida 33175-2474
786-315-2000

miamidade.gov/building

**CERTIFICATION OF COMPLIANCE WITH PARKING LOT ILLUMINATION
STANDARDS IN CHAPTER 8C-3 OF THE CODE OF MIAMI-DADE COUNTY**

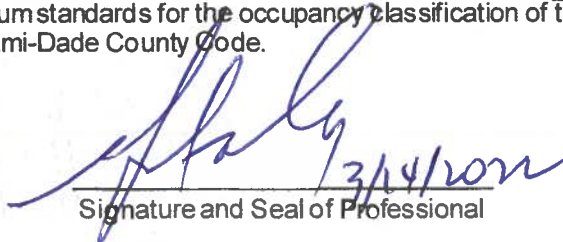
Date: 3/14/2022

Case No. _____ FYear 1972 -50 -YEAR RECERTIFICATION

Property Address: 11 E EDGEWATER DR CORAL GABLES, Bldg. No.: 1, Sq. Ft.: 11,090 SQ FT
03-4129-041-028

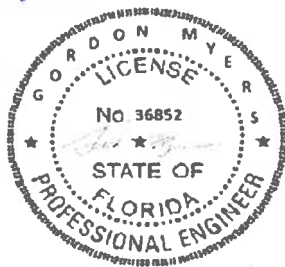
Folio Number: _____
Building Description: 8UNIT RESIDENTIAL APARTMENT BUILDING CBS (3) STORY TOTAL ADJ. AREA 11,090 SQ FT ACCORDING TO P. REC

- I am a Florida registered professional ☒ engineer ☐ architect with an active license.
- MARCH 14, 2022
On, 20 _____ at 9 ☐ AM ☒ PM, I measured the level of illumination in the parking lot(s) serving the above referenced building.
- Maximum 4.6 foot candle
Minimum 2.0 foot candle
Maximum to Minimum Ratio 2.6 : _____, foot candle
- The level of illumination provided in the parking lot ☒ meets ☐ does not meet the minimum standards for the occupancy classification of the building as established in Section 8C-3 of Miami-Dade County Code.


Signature and Seal of Professional

FLORIDA BUILDERS ENGINEERS & INSPECTORS, INC. GORDON
W MYERS P.E. 36852
305-895-8001 gordon@inspectionsandengineering.com
3/14/2022

Print Name Engineer or Architect



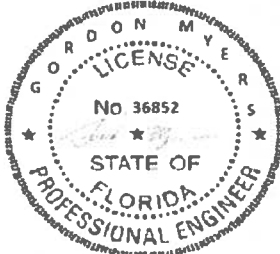


MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING ELECTRICAL RECERTIFICATION

CASE REFERENCE NUMBER:

JURISDICTION NAME:

CITY OF CORAL GABLES



LICENSEE NAME: FLORIDA BUILDERS ENGINEERS & INSPECTORS, INC

TITLE: GORDON W. MYERS P.E. 36852 VICE PRESIDENT

ADDRESS: 12555 BISCAYNE BLVD #934 NO. MIAMI, FL 33181

305-895-8001/ gordon@inspectionsandengineering.com

SIGNATURE:

[Handwritten Signature]
3/14/2022

*Use separate sheets for additional responses by referencing the report number.

1. DESCRIPTION OF BUILDING

a. Name on Title: EDGEWATER FIFTY ONE INC

b. Building Street Address: 11 E EDGEWATER DR CORAL GABLES, FL 33133

Bldg. #: 1

c. Legal Description: SUNRISE HARBOUR REV PL PB 65-22 LOT 8 BLK 2

Attached: ☐

d. Owner's Name: EDGEWATER FIFTY ONE INC

e. Owner's Mailing Address: 1421 URBINA AVE CORAL GABLES, FL 33146-1927

f. Folio Number of Property on which Building is Located: 03-4129-041-0280

g. Building Code Occupancy Classification: 0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS

h. Present Use: 8 UNIT RESIDENTIAL APARTMENT BUILDING

i. General Description of building (overall description, structural systems, special features):

CBS (3) STORY TOTAL ADJ. AREA 11,090 SQ FT ACCORDING TO P. REC

j. Number of Stories: 3

k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No): NO

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☒

m. Additional Comments:

As routine matter, in order to avoid possible misunderstanding, nothing in the report attached should be construed directly, or indirectly as a guarantee for any portion of the structure. Future function is not guaranteed in any way. To the best of my ability and knowledge this report represents an accurate appraisal of the present conditions of the building(s) based upon careful evaluation of the observed conditions, to the extent reasonably possible.

2. INSPECTIONS

a. Date of Notice of Required Inspection: 2022

b. Date(s) of actual inspection: 3/14/2022

c. Name and qualifications of licensee submitting report:

FLORIDA BUILDERS ENGINEERS & INSPECTORS, INC GORDON W MYERS P.E. 36852

d. Are Any Electrical Repairs Required? (YES/NO): YES

1. If required, describe, and indicate acceptance:

PROPERLY LABEL PANELS AND CIRCUITS/ REMOVE STORAGE FROM METER ROOM

e. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO): YES

1. Explanation/Conditions:

3. ELECTRICAL SERVICE

PROVIDE PHOTO

a. Size: Voltage (120/240) Amperage (600) Type: Fuses () Breakers (xxx)

b. Phase: Three-Phase () Single Phase (X)

c. Condition: Good () Fair (X) Needs Repair ()

Comments:

4. METERING EQUIPMENT

PROVIDE PHOTO

1. Clearances: Good () Fair (X) Needs Correction ()

Comments:

5. ELECTRIC ROOMS

PROVIDE PHOTO

1. Clearances: Good (☐) Fair (☐) Needs Correction (☒)

Comments: STORAGE MUST BE REMOVED FROM METER ROOM.

6. GUTTERS

PROVIDE PHOTO

1. Location: Good (☒) Needs Repair (☐)2. Taps and Fill: Good (☒) Needs Repair (☐)

Comments:

7. ELECTRICAL PANELS

PROVIDE PHOTO

1. Panel # (1-8) Location: INSIDE EACH APARTMENT THERE IS A DISTRIBUTION PANEL ALL TYPICAL

Good (☒) Needs Repair (☐)

2. Panel # () Location:

Good (☐) Needs Repair (☐)

3. Panel # () Location:

Good (☐) Needs Repair (☐)

4. Panel # () Location:

Good (☐) Needs Repair (☐)

5. Panel # () Location:

Good (☐) Needs Repair (☐)

Comments:

8. BRANCH CIRCUITS				PROVIDE PHOTO
1. Identified:	Yes	(<input type="radio"/>)	Must be Identified	(<input checked="" type="radio"/>)
2. Conductors:	Good	(<input checked="" type="radio"/>)	Deteriorated	(<input type="radio"/>)
			Must be Replaced	(<input type="radio"/>)
Comments: CIRCUITS INSIDE HOUSE PANEL NEED TO BE IDENTIFIED ALSO ENSURE ALL PANELS INSIDE UNITS ARE LABELED AND CIRCUITS IDENTIFIED IN ENGLISH				

9. GROUNDING OF SERVICE		PROVIDE PHOTO
	Good	(<input checked="" type="radio"/>)
	Needs Repair	(<input type="radio"/>)
Comments:		

10. GROUNDING OF EQUIPMENT		PROVIDE PHOTO
	Good	(<input checked="" type="radio"/>)
	Needs Repair	(<input type="radio"/>)
Comments:		

[Signature]
3/14/2022

11.SERVICE CONDUIT/RACEWAYS

PROVIDE PHOTO

Good (☒)Needs Repair (☐)

Comments:

12.GENERAL CONDUIT/RACEWAYS

PROVIDE PHOTO

Good (☒)Needs Repair (☐)

Comments:

13.WIRE AND CABLES

PROVIDE PHOTO

Good (☒)Needs Repair (☐)

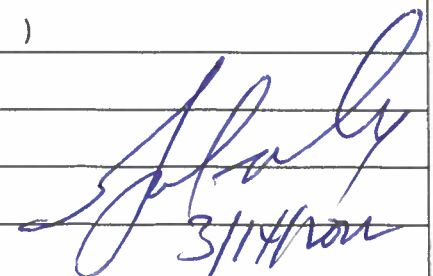
Comments:

14.BUSWAYS

PROVIDE PHOTO

Good (☒)Needs Repair (☐)

Comments:



3/14/2021

15.THERMOGRAPHY INSPECTION RESULTS

PROVIDE PHOTO

(ADD SHEETS AS REQUIRED)

Comments:

HT-18 THERMAL IMAGING UTILIZED REVEALED NO ANAMOLIES WITH THE TEMPERATURE READINGS OF THE ELECTRICAL PANELS IN METER ROOM OR DISTRIBUTION PANELS INSIDE APARTMENT UNITS

16.OTHER CONDUCTORS

PROVIDE PHOTO

Good (☒)Needs Repair (☐)

Comments:

17.TYPES OF WIRING METHODS

PROVIDE PHOTO

- | | | | |
|----------------------------|---|--|-------------------------------|
| 1. Conduit Raceways Rigid: | Good (<input checked="" type="radio"/>) | Needs Repair (<input type="radio"/>) | N/A (<input type="radio"/>) |
| 2. Conduit PVC: | Good (<input checked="" type="radio"/>) | Needs Repair (<input type="radio"/>) | N/A (<input type="radio"/>) |
| 3. NM Cable: | Good (<input type="radio"/>) | Needs Repair (<input type="radio"/>) | N/A (<input type="radio"/>) |
| 4. Other: | Good (<input type="radio"/>) | Needs Repair (<input type="radio"/>) | N/A (<input type="radio"/>) |

a. Other Wiring (Specify):

Comments:

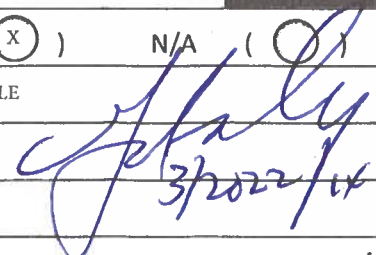
18.EMERGENCY LIGHTING

PROVIDE PHOTO

Good (☐)Needs Repair (☒)N/A (☐)

Comments:

ENSURE ALL EMERGENCY LIGHTS AND ILLUMINATED EXIT SIGNS ARE OPERABLE

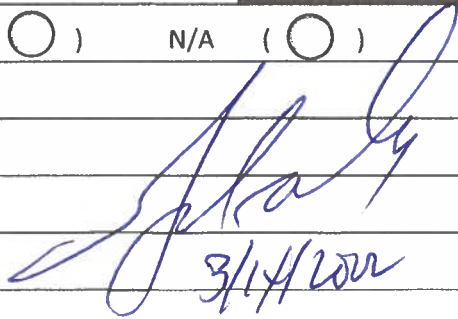


19. BUILDING EGRESS ILLUMINATION	PROVIDE PHOTO
<div style="display: flex; justify-content: space-between;"> Good (<input checked="" type="radio"/>) Needs Repair (<input type="radio"/>) N/A (<input type="radio"/>) </div>	
Comments:	

20. FIRE ALARM SYSTEM	PROVIDE PHOTO
<div style="display: flex; justify-content: space-between;"> Good (<input type="radio"/>) Needs Repair (<input type="radio"/>) N/A (<input checked="" type="radio"/>) </div>	
Comments:	

21. SMOKE DETECTORS	PROVIDE PHOTO
<div style="display: flex; justify-content: space-between;"> Good (<input checked="" type="radio"/>) Needs Repair (<input type="radio"/>) N/A (<input type="radio"/>) </div>	
Comments:	

22. EXIT LIGHTS	PROVIDE PHOTO
<div style="display: flex; justify-content: space-between;"> Good (<input checked="" type="radio"/>) Needs Repair (<input type="radio"/>) N/A (<input type="radio"/>) </div>	
Comments:	


 3/14/2022

23.EMERGENCY GENERATOR	PROVIDE PHOTO
Good (<input type="radio"/>)	Needs Repair (<input type="radio"/>)
N/A (<input checked="" type="radio"/>)	
Comments:	

24.WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS	PROVIDE PHOTO
Good (<input checked="" type="radio"/>)	Requires Additional Illumination(<input type="radio"/>)
N/A (<input type="radio"/>)	
Comments:	

25.OPEN OR UNDER COVER PARKING GARAGE AND EGRESS ILLUMINATION	PROVIDE PHOTO
Good (<input checked="" type="radio"/>)	Requires Additional Illumination(<input type="radio"/>)
N/A (<input type="radio"/>)	
Comments:	

26.SWIMMING POOL WIRING	PROVIDE PHOTO
Good (<input type="radio"/>)	Needs Repair (<input type="radio"/>)
N/A (<input checked="" type="radio"/>)	
Comments:	

[Signature]
3/14/2022

27.WIRING TO MECHANICAL EQUIPMENT

PROVIDE PHOTO

Good (☒)Needs Repair (☐)N/A (☐)

Comments:

28.ADDITIONAL COMMENTS

As routine matter, in order to avoid possible misunderstanding, nothing in the report attached should be construed directly, or indirectly as a guarantee for any portion of the structure. Future function is not guaranteed in any way. To the best of my ability and knowledge this report represents an accurate appraisal of the present conditions of the building(s) based upon careful evaluation of the observed conditions, to the extent reasonably possible.

Reset Form


3/14/2022



City of Coral Gables
Development Services

Office Set

RECT-22-03-0024

11 EDGEWATER DR

Folio #: 0341290410280

Description: BUILDING
RECERTIFICATION (YEAR BUILT
1972)

EL _____
ME _____
PL _____

USE AND OCCUPANCY _____
OCCUPANT LOAD _____
BUILDING CODE _____ VERSION _____
CONSTRUCTION TYPE _____

RESIDENTIAL _____ NON-RESIDENTIAL _____

INDICATE THE TYPE OF FLOOD ZONE AND
PROPOSED LOWEST FLOOR ELEVATION OR
FLOOD PROOFING ELEVATION IN RELATION TO
MEAN SEA LAND LEVEL (MSL)

	DISTRICT	REQUIRED	PROPOSED
CHH	_____	_____	_____
SFH	_____	_____	_____
OTHER	_____	_____	_____

NEW CONSTRUCTION SUBSTANTIAL IMPROVEMENT
YES _____ YES _____
NO _____ NO _____

Special Inspector required
for the following:

- ☐ Special Inspector for PILING
- ☐ Special Inspector for REINFORCED MASONRY
- ☐ Special Inspector for _____

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

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

APPROVAL OF THIS SET OF PLANS DOES NOT
CONSTITUTE APPROVAL OF ANY STRUCTURE OR
CONDITION NOT IN COMPLIANCE WITH ANY
APPLICABLE CODES