



# PROPERTY APPRAISER OF MIAMI-DADE COUNTY

## Summary Report

Generated On: 08/25/2025

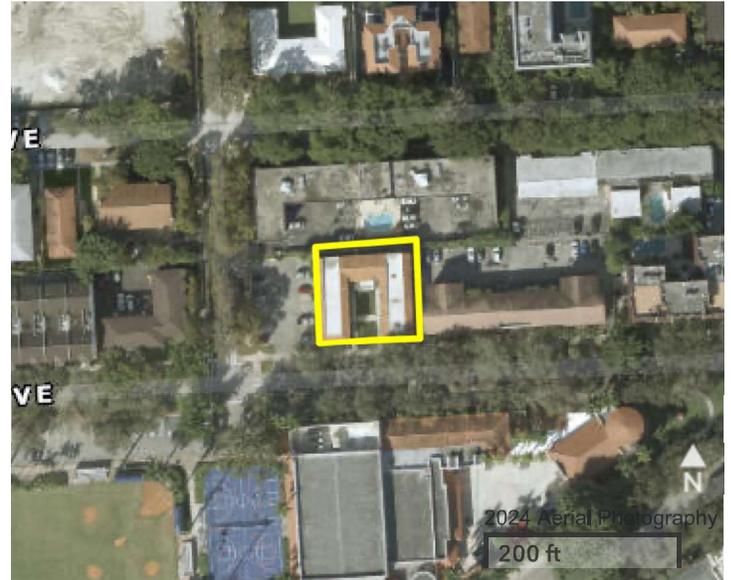
PROPERTY INFORMATION	
<b>Folio</b>	03-4117-008-5520
<b>Property Address</b>	449 ANASTASIA AVE CORAL GABLES, FL 33134-0000
<b>Owner</b>	GABLES MAYFAIR LLC
<b>Mailing Address</b>	1825 PONCE DE LEON BLVD PMB 97 CORAL GABLES, FL 33134
<b>Primary Zone</b>	3803 MULTI-FAMILY 3
<b>Primary Land Use</b>	0303 MULTIFAMILY 10 UNITS PLUS : MULTIFAMILY 3 OR MORE UNITS
<b>Beds / Baths /Half</b>	20 / 20 / 0
<b>Floors</b>	2
<b>Living Units</b>	20
<b>Actual Area</b>	11,981 Sq.Ft
<b>Living Area</b>	11,981 Sq.Ft
<b>Adjusted Area</b>	10,455 Sq.Ft
<b>Lot Size</b>	10,000 Sq.Ft
<b>Year Built</b>	Multiple (See Building Info.)

ASSESSMENT INFORMATION			
Year	2025	2024	2023
<b>Land Value</b>	\$1,800,000	\$1,600,000	\$1,350,000
<b>Building Value</b>	\$1,780,000	\$1,400,000	\$1,481,200
<b>Extra Feature Value</b>	\$0	\$0	\$0
<b>Market Value</b>	\$3,580,000	\$3,000,000	\$2,831,200
<b>Assessed Value</b>	\$3,300,000	\$3,000,000	\$2,811,072

BENEFITS INFORMATION			
Benefit	Type	2025	2024 2023
<b>Non-Homestead Cap</b>	Assessment Reduction	\$280,000	\$20,128

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

SHORT LEGAL DESCRIPTION
CORAL GABLES BILTMORE SEC
PB 20-28
LOTS 22 & 23 BLK 35
LOT SIZE 100.000 X 100
OR 12273-1489 0984 5



TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
<b>COUNTY</b>			
<b>Exemption Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$3,300,000	\$3,000,000	\$2,811,072
<b>SCHOOL BOARD</b>			
<b>Exemption Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$3,580,000	\$3,000,000	\$2,831,200
<b>CITY</b>			
<b>Exemption Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$3,300,000	\$3,000,000	\$2,811,072
<b>REGIONAL</b>			
<b>Exemption Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$3,300,000	\$3,000,000	\$2,811,072

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
12/18/2009	\$1,500,000	27132-3281	Forced sale; under duress; foreclosure prevention
09/01/2006	\$2,084,000	25023-3864	Deeds that include more than one parcel
02/01/2006	\$0	24277-1299	Sales which are disqualified as a result of examination of the deed

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.miamidad.e.gov/info/disclaimer.asp>

City's Exhibit #1

1) 449 Anastasia Ave

<b><u>Owner (all addresses)</u></b> GABLES MAYFAIR LLC c/o GRANT SOUVIRON REGISTERED AGENT 1825 PONCE DE LEON BLVD PMB 97 CORAL GABLES, FL 33134-4418	<b><u>Mortgagee (mortgage and FDIC BankFind address)</u></b> AMERANT BANK, as successor to COMMERCEBANK, N.A. 220 ALHAMBRA CIR, 9 FL CORAL GABLES, FL 33134-5149
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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
<a href="#">EL-20-02-5677</a>	02/24/2020	449 ANASTASIA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	REPLACE FEEDER WIRES FOR 14 UNITS ( FROM METER CAN TO ADJACENT MAIN DISCONNECT ) REMOVE OLD CLOTH WIRES	final	02/25/2020	05/10/2024	0.00
<a href="#">RC-16-05-6952</a>	05/18/2016	449 ANASTASIA AVE	BLDG RECERT / CRB	CONSTRUCTION REGULATION BOARD CASE #16-5100 UNSAFE STRUCTURES FEE	final	08/30/2016	08/31/2016	0.00
<a href="#">BL-14-04-3650</a>	04/28/2014	449 ANASTASIA AVE	ROOF / LIGHT WEIGHT CONC	NEW ROOF FLAT ONLY LAUNDRY ROOM AREA (INCLUSIVE)	final	05/01/2014	05/27/2014	0.00
<a href="#">ZN-14-03-2864</a>	03/18/2014	449 ANASTASIA AVE	DUMPSTER / CONTAINER	DUMPSTER	final	03/18/2014	03/18/2014	0.00
<a href="#">PS-14-02-3068</a>	02/26/2014	449 ANASTASIA AVE	TREE REMOVAL/MITIGATION	REMOVE PALM AS PER PLAN	final	03/03/2014	03/03/2014	0.00
<a href="#">CE-13-12-1857</a>	12/05/2013	449 ANASTASIA AVE	CODE ENF WARNING PROCESS	WT10754 SEC CH 54-29 CITY CODE (TRA) PLACING TRASH ON PROPERTY (MATTRESSES & CHAIR) FURNITURE OUTSIDE BY DUMPSTER	final	12/05/2013	12/05/2013	0.00
<a href="#">RV-13-11-2857</a>	11/20/2013	449 ANASTASIA AVE	REVISION TO PERMIT	REVISION	final	12/23/2013	12/23/2013	0.00
<a href="#">PL-13-07-0990</a>	07/15/2013	449 ANASTASIA AVE	PLUMB COMMERCIAL / RESIDENTIAL WORK	***CANCELLED***	canceled		05/13/2014	0.00
<a href="#">CE-13-06-1756</a>	06/26/2013	449 ANASTASIA AVE	CODE ENF WARNING PROCESS	***CANCEL - TRASH PICKED UP PRIOR TO POSTING OF VIOLATION***** WT13407 SEC 54-29 CITY CODE TRA BAGS OF GARBAGE PLACED ON GROUND IN PARKING LOT NEXT TO EMPTY CONTAINER.	canceled	06/26/2013	07/02/2013	0.00
<a href="#">BL-13-05-0836</a>	05/14/2013	449 ANASTASIA AVE	BLD SIMPLE CHANGE OF CONTRACTOR	CHANGE OF CONTRACTOR FROM BL-08-03-1147 FOR REPLACE 108 WINDOWS FOR NEW IMPACT WHITE FRAME/CLEAR GLASS	final	05/14/2013	12/14/2021	0.00

**City's Exhibit #3**

PL-13-04-0196	04/03/2013	449 ANASTASIA AVE	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR INCLUSIVE/COMM ADDITION \$75,000 *****HISTORICAL*** INCLUDED 7 R/S ADDITIONAL PERMIT NEEDED FOR GAS	final	03/21/2014	01/13/2015	0.00
EL-13-04-0154	04/03/2013	449 ANASTASIA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	ALL INCLUSIVE ELECTRICAL	final	04/23/2014	06/18/2014	0.00
ME-13-04-0138	04/02/2013	449 ANASTASIA AVE	MECH COMMERCIAL / RESIDENTIAL WORK	INCLUSIVE/COMM ADDITION \$75,000 *****HISTORICAL*** INSTALL NEW DRYER EXHAUST VENTS TO NEW LAUNDRY ROOM.	final	04/23/2014	07/17/2014	0.00
BL-13-03-1904	03/29/2013	449 ANASTASIA AVE	COMMERCIAL ADDITION	INCLUSIVE/COMM LAUNDRY ROOM ADDITION(144 sf), FOUNTAIN \$48,000 *****HISTORICAL***	final	03/04/2014	04/14/2015	0.00
PL-13-03-1676	03/26/2013	449 ANASTASIA AVE	PLUMB COMMERCIAL / RESIDENTIAL WORK	RE PIPING OF HOT & COLD WATER PIPING FOR 20 APTS \$35,000	final	04/12/2013	06/28/2013	0.00
ZN-13-03-0353	03/06/2013	449 ANASTASIA AVE	PAINT / RESURFACE FL / CLEAN	DF & F- EXT PAINT WALLS: BM 2018-50 YELLOW SUNSHINE (LIGHT ORANGE) TRIM & DOOR WHITE \$2,500 *** CHANGE OF CONTRACTOR TO OWNER PREVIOUS PERMIT ZN-08-07-0520**	final	03/06/2013	10/19/2021	0.00
AB-12-08-1058	08/17/2012	449 ANASTASIA AVE	BOA PRELIMINARY/MED BONUS/FINAL	FINAL ADDITION \$75,000 *****HISTORICAL***	final	08/17/2012	03/04/2014	0.00
BL-12-06-8882	06/13/2012	449 ANASTASIA AVE	ROOF / LIGHT WEIGHT CONC	REPAIR ROOF TILES ONLY - MANSARD AREA \$499	final	07/10/2012	07/17/2012	0.00
PU-11-07-6363	07/14/2011	449 ANASTASIA AVE	PUBLIC RECORDS SEARCH	REQ CERT COPY OF PERMIT BL08031147 CRM INV 013779	final	07/22/2011	07/22/2011	0.00
RC-10-05-4390	05/18/2010	449 ANASTASIA AVE	BLDG RECERT / CRB	UNSAFE STRUCTURES BOARD FEE 2006	final	05/18/2010	05/18/2010	0.00
PU-10-02-3791	02/23/2010	449 ANASTASIA AVE	PUBLIC RECORDS SEARCH	REQ COPIES OF PERMITS 1598B 17257B CRM INV 009674	final	02/25/2010	02/25/2010	0.00
ZN-08-07-0520	07/09/2008	449 ANASTASIA AVE	PAINT / RESURFACE FL / CLEAN	CANCELLED SEE ZN13030353-DF & F- EXT PAINT WALLS: BM 2018-50 MED BEIGE TRIM & DOOR WHITE \$2,500 ***** CHANGE OF CONTRACTOR TO OWNER ZN-13-03-0353***	canceled		03/06/2013	0.00
CE-08-06-1354	06/24/2008	449 ANASTASIA AVE	CODE ENF WARNING PROCESS	WARNING TICKET CH 54-29 (TRA) CITY CODE --MATRESS IN PARKING LOT - CONSTRUCTION DEBRIS ON PROPERTY AND IN PKG. LOT OF NEIGHBORING PROPERTY- MUST CLEAN AND MAINTAIN ON DAILY BASIS	final	06/24/2008	06/24/2008	0.00
CE-08-05-0718	05/12/2008	449 ANASTASIA AVE	CODE ENF WARNING PROCESS	WT77036 SEC 105-146 CITY CODE (GRR) GRAFFITI ON WASS (HERNANDO SIDE) MUST BE REMOVED.	final	05/12/2008	05/13/2008	0.00

<a href="#">BL-08-03-1147</a>	03/27/2008	449	DOOR/GARAGE	REPLACE EXISTING	canceled	04/21/2008	05/14/2013	0.00
		ANASTASIA	DOOR/SHUTTER/WINDOW	WINDOWS FOR NEW				
		AVE		IMPACT (108), WHITE				
				FRAME/CLEAR				
				GLASS-\$58,300.00				
<a href="#">AB-08-03-1092</a>	03/26/2008	449	BOA COMPLETE (LESS	***HISTORICAL***	final	04/18/2008	01/31/2023	0.00
		ANASTASIA	THAN \$75,000)	REVISION TO REPLACE				
		AVE		EXISTING WINDOWS				
				FOR NEW IMPACT				
				(108), WHITE				
				FRAME/CLEAR				
				GLASS-\$58300.00				

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

# EnerGov

2021-2025

CODE CASES (4)		INSPECTIONS (9)		PERMITS (2)				
Permit Nu...	Permit...	Permit Wo...	Permit Sta...	Application ... ↓	Expiration...	Final ...	Description	Main Address
<a href="#">BLDB-23-11-2154</a>	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/ Remodel	Denied	11/13/2023			Replace damaged drywall around kitchen window	449 ANASTASIA AVE
<a href="#">PRNW-23-05-0371</a>	Permit Renewal	Electrical	Final	05/02/2023		10/10/2023	5/19/2023*****RENEWAL FOR PERMIT EL-20-02-5677	449 ANASTASIA AVE



## The City of Coral Gables

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

August 31, 2016

Gables Mayfair LLC  
1825 Ponce de Leon Boulevard, PMB 97  
Coral Gables, Florida 33134

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

**ADDRESS: 449 Anastasia Avenue**  
**PROPERTY FOLIO #: 03-4117-008-5520**

Dear Property Owner/Manager:

This Office is in receipt of your structural and electrical report stating that the above structure 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 2015. 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 said 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,

A handwritten signature in blue ink, appearing to read "Manuel Z. Lopez", is written over a faint, larger version of the same signature.

Manuel Z. Lopez, P.E.  
Building Official

City's Exhibit #4



CITY OF CORAL GABLES  
Development Services Department

CITY HALL 405 BILTMORE WAY  
CORAL GABLES, FL 33134

2/1/2023

**VIA CERTIFIED MAIL**

7021 1970 0000 4015 8494

GABLES MAYFAIR LLC  
1825 PONCE DE LEON BLVD  
CORAL GABLES, FL 33134

**RE:** 449 ANASTASIA AVE  
**FOLIO #** 341170085520  
Process Number TBD

**\*\*\*COURTESY 2-YEAR NOTICE\*\*\***

Notice of Required Inspection for Recertification of 30 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is thirty (30) years old, or older, having been built in 1925. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a qualified individual must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department **in 2025**. A completed Report includes 1) Cover letters 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 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

Threshold buildings (i.e. buildings greater than 3 stories or greater than 50 ft tall, or with an Assembly Occupancy>5000 s.f. & Occupant load > 500 people) shall be recertified by Structural and Electrical Professional Engineers only. Self-qualification letters will be required with proof of DBPR structural and electrical specialization.

Any buildings that are not threshold buildings may be recertified by any Florida Registered Architect or Professional Engineer and self-qualification letters will not be required.

If no deficiencies are identified, the structure will only be recertified once the reports and forms have been submitted and approved.

If deficiencies are identified, they shall be reported to the Building Official within 10 days, or within 24 hours if there is an immediate danger identified. A completed report shall be submitted to this Department. In addition, a structural and/or electrical affidavit from the inspector will be required, with additional affidavits every 180 days, as needed so that the building can continue to be occupied while repairs are carried out. The Building Official is able to grant an extension of one hundred fifty (150) calendar days from the due date or the date the deficiencies were identified (whichever is sooner) to allow time to obtain the necessary permits and perform the repairs. The structure

will only be recertified once a *revised* report and all required information is submitted and approved, and all required permits are closed.

Proprietary or modified recertification forms from the inspectors will not be accepted. Only current municipal recertification forms will be accepted. The Architect or Engineer shall obtain the required Forms from the following link:

<https://www.miamidade.gov/global/economy/building/recertification.page>.

If this is your first time using the online system, please register at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/selfservice/CoralGablesFLProd#/register>

You can access your online process using the process number provided above at the following link:

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**The Recertification Report fee of \$500.00 *and* additional document and filing fees shall be paid online at the following link:**

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/payinvoice>

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 and 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.

Please contact Douglas Ramirez at [dramirez@coralgables.com](mailto:dramirez@coralgables.com) regarding any questions concerning building recertification.

Thank you for your prompt attention to this matter.



Manuel Z. Lopez, P.E.  
Building Official



CITY OF CORAL GABLES  
Development Services Department

CITY HALL 405 BILTMORE WAY  
CORAL GABLES, FL 33134

1/31/2024

**VIA CERTIFIED MAIL**

7022 2410 0002 9151 8183

GABLES MAYFAIR LLC  
1825 PONCE DE LEON BLVD  
CORAL GABLES, FL 33134

**RE:** 449 ANASTASIA AVE  
**FOLIO #** 03-4117-008-5520  
Process Number TBD

**\*\*\*COURTESY 1-YEAR NOTICE\*\*\***

Notice of Required Inspection for Recertification of 30 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is thirty (30) years old, or older, having been built in 1925. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a qualified individual must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department **in 2025**. A completed Report includes 1) Cover letters 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 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

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Please contact Douglas Ramirez at [dramirez@coralgables.com](mailto:dramirez@coralgables.com) regarding any questions concerning building recertification.

Thank you for your prompt attention to this matter.



Manuel Z. Lopez, P.E.  
Building Official



## CITY OF CORAL GABLES

DEVELOPMENT SERVICES DEPARTMENT  
427 BILTMORE WAY  
CORAL GABLES, FL 33134

1/31/2025

GABLES MAYFAIR LLC  
1825 PONCE DE LEON BLVD  
CORAL GABLES, FL 33134

**VIA CERTIFIED MAIL**

9589 0710 5270 1801 7206 68

**RE:** 449 ANASTASIA AVE  
**FOLIO #** 341170085520

Notice of Required Inspection For Recertification of Building  
Process Number: **TBD**

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is thirty (30) years old, or older, having been built in 1925. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a qualified individual 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 letters 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 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

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Please contact Douglas Ramirez at [dramirez@coralgables.com](mailto:dramirez@coralgables.com) regarding any questions concerning building recertification. Thank you for your prompt attention to this matter.



Manuel Z. Lopez, P.E.  
Building Official



CITY OF CORAL GABLES

DEVELOPMENT SERVICES DEPARTMENT  
427 BILTMORE WAY  
CORAL GABLES, FL 33134

5/1/2025

**VIA CERTIFIED MAIL**

GABLES MAYFAIR LLC  
1825 PONCE DE LEON BLVD  
CORAL GABLES, FL. 33134

7020 1290 0001 5682 8641

**RE: 449 ANASTASIA AVE**  
**FOLIO # 341170085520**

Notice of Required Inspection For Recertification of Building – **OVERDUE NOTICE**  
Process Number **RECT-xx-xxxx**

Dear Property Owner:

In a certified letter dated 1/31/2025, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a qualified individual within ninety (90) calendar days certifying the structure meets the requirements for recertification.

Please be advised the submittal of the Report is overdue and the **structure has been deemed unsafe** due to non-compliance. This may result in the revocation of the Certificate of Occupancy, as well as being subject to other penalties as provided in the Code. A completed Report includes 1) Cover letters 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 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

See original notice for additional information.

**Failure to submit the completed Report within thirty (30) calendar days from the date of this letter will result in forwarding the matter to the City's Construction Regulation Board for further review and determination. 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.**

If this is your first time using the online system, please register at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/selfservice/CoralGablesFLProd#/register>

You can access your online process using the process number provided above at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/myWork?tab=MyPermits>

**The Recertification Report fee of \$500.00 and additional document and filing fees shall be paid online at the following link:**

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/payinvoice>

Please govern yourself accordingly.

Sincerely,

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

Manuel Z. Lopez, P.E.  
Building Official



CITY OF CORAL GABLES

DEVELOPMENT SERVICES DEPARTMENT  
427 BILTMORE WAY  
CORAL GABLES, FL 33134

June 18, 2025

Via Certified Mail

7020 2450 0001 8406 0485

GABLES MAYFAIR LLC  
1825 PONCE DE LEON BLVD  
CORAL GABLES, FL 33134

**RE:** 449 ANASTASIA AVE

**FOLIO #** 03-4117-008-5520

Notice of Required Inspection For Recertification of Building – **FINAL NOTICE**

Dear Property Owner:

In a certified letter dated January 31, 2025, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). A Second Notice dated May 1, 2025 informed you it was necessary to submit to this Department a completed Report prepared by a qualified individual within thirty (30) calendar days certifying the structure meets the requirements for recertification.

See previous correspondence for additional information.

As of this date, the completed Report has not been submitted and the **structure remains unsafe** due to non-compliance. Please be advised the matter will be forwarded to the City's Construction Regulation Board ("Board"); a \$600.00 Administrative Fee will be imposed once the Case is scheduled. The Board may impose additional fines of \$250.00 for each day the violation continues, may also enter an order of revocation of the Certificate of Occupancy and/or demolition and assess all costs of the proceedings along with the cost of demolition and any other required action for which the City shall have a lien against the Property Owner and the Property. The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Analyn Hernandez at [ahernandez2@coralgables.com](mailto:ahernandez2@coralgables.com) if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

Manuel Z. Lopez, P.E.  
Building Official

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

CITY OF CORAL GABLES,  
Petitioner,

Case No. 25-9625  
RECT-25-09-0588

vs.

Certified Mail Return Receipt & Via USPS Regular Mail  
7020 1290 0001 5682 9495

Gables Mayfair LLC  
1825 Ponce De Leon Blvd, PMB 97  
Coral Gables, FL 33134  
Respondent.

**NOTICE OF INTENT TO LIEN AND HEARING**

Date: January 22, 2026

Re: 449 Anastasia Ave, Coral Gables, FL 33134, Lots 22 &23 Blk 35, PB 20-28, Coral Gables Biltmore Sec, and folio no. 03-4117-008-5520. ("Property").

On September 10, 2025, the City's Construction Regulation Board entered an order in this matter imposing a deadline for compliance and providing for the accrual of fines for each day that the non-compliance continues and for payment of administrative and investigative costs, as applicable ("Order"). According to our records, the property has not been recertified & you did not comply with the deadline in the Order or pay the costs. Moreover, fines have accrued that also have not been paid. Therefore, the City intends to record a certified copy of the Order in the Public Records of Miami-Dade County, Florida, which will constitute a lien.

**The amount currently due is \$ 31, 380.00, which may be accruing additional fines on a daily basis and may include administrative and investigative costs.**

**Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Boardroom, 427 Biltmore Way, Coral Gables, Florida 33134, on February 9, 2026, at 2:00 p.m. The hearing shall be strictly limited to determining whether and when you corrected the code violations and paid the civil penalties and costs, if any, as required by the Order of the Board previously entered in this case. The Board may also issue an order, having the force of law, commanding whatever steps are necessary to bring a violation into compliance, to enforce Article III of Chapter 105, of the City Code, or as otherwise authorized by Section 101-57 of the City Code. Any applicable fines shall continue to accrue while the hearing is pending and, if you are not successful at the hearing, fines will have accrued retroactive to the deadline in the Order. You shall also be liable for the reasonable costs of the administrative hearing, if you are unsuccessful at the hearing.**

Please note that, as provided in the Board's Order and notwithstanding the pending hearing, **the Building Official may take further enforcement action, to immediately, and without further order from the Board, 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 and the City may DEMOLISH the Structure.** The City may sell as salvage or require the demolition contractor to dispose of the contents of the Structure. The Board may also enter an order of demolition and assess all costs of the proceedings and demolition and other required action for which the City shall have a lien against the Owner and the Property. Until the Structure is recertified in compliance

**City's Exhibit #6**

the terms of the Board's Order, the City shall not issue any further development approvals for the Property, including, but not limited to, building permits, unless the development approval is required to comply with the terms of the Board's Order.

You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to Analyn Hernandez, Secretary to the Board, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, [ahernandez2@coralgables.com](mailto:ahernandez2@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. and the main number is (305) 460-5245, ext. 0. Your immediate attention to this matter would be appreciated. Please call me to discuss your options regarding fines associated with this case.

Sincerely,

*Analyn Hernandez*

Analyn Hernandez  
Secretary to the Board

#### ADA NOTICES

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

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

Any person who needs assistance in another language in order to speak during the public hearing or public comment portion of the meeting should contact the City's ADA Coordinator, Jose Rodriguez, Interim Director of Human Resources (E-mail: [jrodriguez4@coralgables.com](mailto:jrodriguez4@coralgables.com) , Telephone: 305-722-8675, 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, Jose Rodriguez, Interim Director of Labor Relations and Risk Management (E-mail: [jrodriguez4@coralgables.com](mailto:jrodriguez4@coralgables.com), Telephone: 305-722-8675, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

CC: Amerant Bank, As Successor to Commercebank, N.A, 220 Alhambra Cir, 9 Floor, Coral Gables, FL 33134-5149  
7020 1290 0001 5682 9501



CITY OF CORAL GABLES  
DEVELOPMENT SERVICES DEPARTMENT  
Affidavit of Posting

Title of Document Posted: Notice of Intent to Lien and Hearing

I, Sebastian Ramos, DO HEREBY SWEAR/AFFIRM THAT  
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE  
ADDRESS OF 449 ANASTASIA AVE, ON 1/23/20 AT  
12:22 P.M.

Sebastian Ramos  
Employee's Printed Name

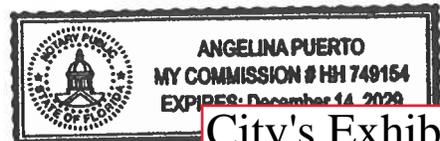
[Signature]  
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online  
notarization, this 2 day of February, in the year 2020 by  
Sebastian Ramos who is personally known to me.

My Commission Expires: 12/14/2029

Angelina Puerto  
Notary Public



City's Exhibit #7

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

Case No. 25-9625  
RECT-25-09-0588

CITY OF CORAL GABLES,  
Petitioner,

vs.

Certified Mail Return Receipt & Via USPS Regular Mail  
7020 1290 0001 5682 9495

Gables Mayfair LLC  
1825 Ponce De Leon Blvd, PMB 97  
Coral Gables, FL 33134  
Respondent.

**NOTICE OF INTENT TO LIEN AND HEARING**

Date: January 22, 2026

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**The amount currently due is \$ 31,380.00, which may be accruing additional fines on a daily basis and may include administrative and investigative costs.**

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Please note that, as provided in the Board's Order and notwithstanding the pending hearing, **the Building Official may take further enforcement action, to immediately, and without further order from the Board, 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 and the City may DEMOLISH the Structure.** The City may sell as salvage or require the demolition contractor to dispose of the contents of the Structure. The Board may also enter an order of demolition and assess all costs of the proceedings and demolition and other required action for which the City shall have a lien against the Owner and the Property. Until the Structure is recertified in compliance

City's Exhibit #8

Jan 23, 2026



STAYFAIR  
HOUSE

449

Jan 23, 2026



Jan 23, 2026



Jan 23, 2026



This instrument prepared by:  
 Rosa M. Cruz, Paralegal  
 Jose L. Baloyra, P.A.  
 5835 Blue Lagoon Drive, Suite 302  
 Miami, Florida 33126

CFN 20090929875  
 DR Bk 27132 Pgs 3281 - 3282 (2pgs)  
 RECORDED 12/30/2009 08:33:18  
 DEED DOC TAX 9,000.00  
 SURTAX 6,750.00  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

Return to:

Parcel Identification No.: 0341170085520/0341170085530

**SPECIAL WARRANTY DEED**

This Special Warranty Deed executed **December 18, 2009**, by

**Mederos Park View Condos of Coral Gables, LLC, a Florida limited liability company**  
 whose post office address and principal place of business is: **5835 Blue Lagoon Drive, Suite 302, Miami, FL 33126**  
 to the party of the first part and hereinafter referred to as the grantor; to

**Gables Mayfair, LLC, a Florida limited liability company**  
 whose post office address is: **P.O. BOX 143631, MIAMI, FLORIDA 33114** party of the second part and hereinafter  
 referred to as the grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals).

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, remises, releases, conveys and confirms unto the grantee, all that certain land situate and lying in MIAMI-DADE County, Florida, to wit:

**Lots 22, 23 and 24, in Block 35, of BILTMORE SECTION CORAL GABLES, according to the Plat thereof, recorded in Plat Book 20, at Page 28, of the Public Records of MIAMI-DADE County, Florida.**

Subject to:

- 1) Taxes and assessments for the year 2010 and all subsequent years which are not yet due and payable.
- 2) Restrictions, reservations, dedications, conditions, covenants, limitations, easements and rights of way contained on the Plat of BILTMORE SECTION CORAL GABLES as filed for record in Plat Book 20, at Page 28, of the Public Records of MIAMI-DADE County, Florida.
- 3) Declaration of Restrictive Covenant filed for record in Official Records Book 11093, at Page 1465.

Page 1 of 2  
 Special Warranty Deed

Closing File No.: JB-09-0238

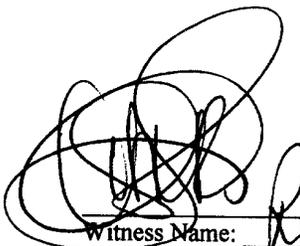
City's Exhibit #9

TOGETHER with all the tenements, hereditaments, appurtenances thereto belonging or in anywise appertaining.  
TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2008.

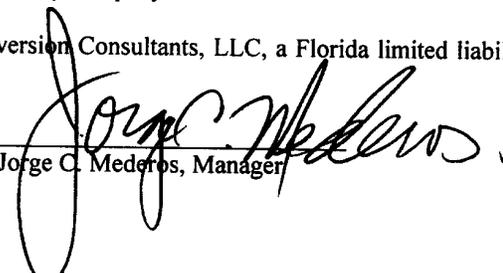
IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of us:

  
Witness Name: Rosa M. Cruz  
Carmen N. Kolow  
Witness Name: Carmen N. Kolow

Mederos Park View Condos of Coral Gables, LLC, a Florida limited liability company

By: Conversion Consultants, LLC, a Florida limited liability company

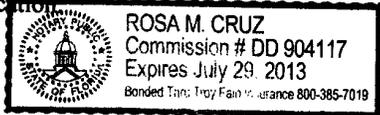
By:   
Jorge C. Mederos, Manager

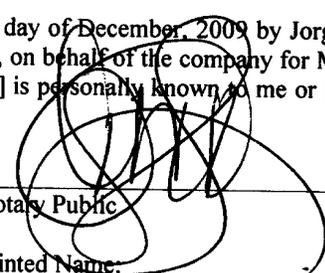
(Corporate Seal)

State of Florida  
County of Miami-Dade

The foregoing instrument was acknowledged before me this 18th day of December, 2009 by Jorge C. Mederos, Manager of Conversion Consultants, LLC, a Florida limited liability company, on behalf of the company for Mederos Park View Condos of Coral Gables, LLC, a Florida limited liability company. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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

## Detail by Entity Name

Florida Limited Liability Company

GABLES MAYFAIR, LLC

### Filing Information

<b>Document Number</b>	L09000119819
<b>FEI/EIN Number</b>	27-1513710
<b>Date Filed</b>	12/17/2009
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC STMNT OF AUTHORITY 21
<b>Event Date Filed</b>	11/16/2015
<b>Event Effective Date</b>	NONE

### Principal Address

1825 Ponce De Leon Blvd  
STE 97  
CORAL GABLES, FL 33134

Changed: 04/13/2022

### Mailing Address

1825 Ponce De Leon Blvd  
Suite #97  
CORAL GABLES, FL 33134

Changed: 06/25/2020

### Registered Agent Name & Address

Souviron, Grant  
1825 Ponce De Leon Blvd  
STE 97  
CORAL GABLES, FL 33134

Name Changed: 02/27/2017

Address Changed: 04/13/2022

**Authorized Person(s) Detail**

**Name & Address**

Title MGR

souviron, Grant  
2000 Ponce De Leon Blvd  
STE 651  
CORAL GABLES, FL 33134

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2023	04/12/2023
2024	02/12/2024
2025	04/16/2025

**Document Images**

<a href="#">04/16/2025 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/12/2024 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/12/2023 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/13/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/28/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/25/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/28/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/13/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/27/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/31/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">11/16/2015 -- CORLCAUTH</a>	View image in PDF format
<a href="#">03/03/2015 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/27/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/21/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/20/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/04/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/18/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/12/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">12/17/2009 -- Florida Limited Liability</a>	View image in PDF format



CFN 2006R1128831  
 OR Bk 25023 Pgs 3865 - 3888; (24pgs)  
 RECORDED 10/20/2006 10:56:59  
 MTG DOC TAX 9,520.00  
 INTANG TAX 5,440.00  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

**MORTGAGE AND SECURITY AGREEMENT**

Dated as of: September 28, 2006 (the "date hereof")

Mortgagor: Mederos Park View Condos of Coral Gables, LLC,  
 a Florida limited liability company

Mortgagor's Address: 5835 Blue Lagoon Drive, Suite 302  
 Miami, Florida 33126

Mortgagee: Commercebank, N.A.,  
 a national banking association

Mortgagee's Address: 220 Alhambra Circle, 9<sup>th</sup> Floor  
 Coral Gables, Florida 33134

Promissory Document: Promissory Note, dated on or about the date of this  
 instrument, made by Mortgagor to Mortgagee's order in the  
 principal amount of \$2,720,000.00

Prepared by and return to:

William F. Smith, Esq.  
 Shutts & Bowen LLP  
 201 South Biscayne Blvd., Suite 1500  
 Miami, Florida 33131

MIADOCS 1240404 2

24

## GRANT OF MORTGAGE

For good and valuable consideration (the receipt and sufficiency of which Mortgagor hereby acknowledges) and to secure the Secured Obligations (as such term is hereinafter defined), Mortgagor hereby grants to Mortgagee a mortgage on (and, as and where appropriate, collaterally assigns to Mortgagee and grants to Mortgagee a security interest in) the property described in clauses A through J below, in each case whether presently or hereafter existing and whether now owned or hereafter acquired by Mortgagor (all such property being collectively the "Mortgaged Property"):

- A. The land described in Exhibit "A" hereto (the "Land");
- B. All buildings, structures, facilities, utility lines and other improvements located on, in, under or above any of the Land (collectively, the "Improvements");
- C. All easements, plants, landscaping, water rights, mineral rights, water taps, sewer taps, rents, tenements, appurtenances, and hereditaments located on, in, under or above, or belonging, benefiting or appertaining to, any of the Land or the Improvements;
- D. All awards and payments, including interest thereon, and the right to receive them, which may be made with respect to any part of the Mortgaged Property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other damage or injury to or decrease in the value of the Land, the Improvements or any other part of the Mortgaged Property;
- E. All fixtures, equipment and other goods now or hereafter located on or used in connection with any of the Land or the Improvements (collectively, "FF&E");
- F. All Leases and Rents (as such terms are hereinafter defined).
- G. All accounts, general intangibles (including software and payment intangibles), instruments, chattel paper, letter-of-credit rights, investment property, deposit accounts and contract rights (the foregoing terms, if defined therein, being used herein as defined in Florida's Uniform Commercial Code) and contract rights (including, but not limited to, (i) all architectural contracts, construction contracts, plans and specifications, and construction and other warranties, (ii) all service contracts, purchase contracts, reservation agreements, management contracts, equipment leases and other contracts (including all deposits, prepaid expenses thereon, insurance policies and unearned premiums thereon), (iii) all licenses, building and other permits, books, records, customer lists, computer programs, software and printouts, trade names, and trademarks, and (iv) all abstracts and other title evidence) arising from or related to any of the Land or the Improvements, the construction thereof or any business or activity conducted thereon;
- H. All of Mortgagor's rights, powers, remedies, and exemptions as the declarant or developer (the "Declarant") under each and any declaration of

condominium affecting all or any part the Land and Improvements (collectively, the "Declaration"), including, but not limited to: (i) the right to create, subdivide, convert and improve condominium units, common elements or limited common elements as set forth in the Declaration; (ii) the rights of access as specified in the Declaration; (iii) the right to control any condominium association set forth in the Declaration for the time period and under the conditions specified in the Declaration or as allowed by applicable law; (iv) the right to amend the Declaration as specified in the Declaration; (v) the right to pay the amount by which actual operating expenses of a condominium association exceeds the assessments levied by such association; (vi) the right to sell or lease condominium units upon any terms without offering any association any right of first refusal; (vii) the right to maintain sales offices on the Land or in the Improvements; (viii) the right to grant easements as specified in the Declaration; and (ix) the right to approve and disapprove plans and specifications for improvements that are subject to the Declaration;

I. All insurance rights and claims arising from or relating to any of the Mortgaged Property or any activity or business conducted thereon or therein; and

J. All proceeds, products, replacements, additions, substitutions, renewals and accessions of or to any of the Mortgaged Property.

### **OBLIGATIONS SECURED**

This instrument ("this Mortgage") secures the following obligations and liabilities (collectively, the "Secured Obligations"):

A. Payment of all amounts now or hereafter owing under or evidenced by the Promissory Document, the Loan Agreement, dated as of even date therewith, between Mortgagor and Mortgagee (the "Loan Agreement") and/or any letter of credit application and reimbursement agreement entered into in connection with or pursuant to the Loan Agreement (any such letter of credit application and reimbursement agreement, the Loan Agreement and the Promissory Document being collectively the "Loan Documents");

B. Payment of all future advances made pursuant to Section 3;

C. Reimbursement of any and all advances made by Mortgagee to protect or preserve the Mortgaged Property or the lien hereof thereon, to complete construction or renovation of any or all Improvements or for taxes, assessments, insurance premiums or other costs or expenses as hereinafter provided; and

D. Performance of each agreement contained herein or in any of the Loan Documents.

### **FURTHER AGREEMENTS AND WARRANTIES**

Mortgagor hereby agrees with and warrants to Mortgagee as follows:

1. Title Warranties. Mortgagor is indefeasibly seized in fee simple of the Mortgaged Property and has full power and lawful right to mortgage it. The Mortgaged Property is free from and unencumbered by any charges, judgments, taxes, tax titles or certificates, liens, assessments, and encumbrances of any kind except any listed in Schedule B11 or B2 of the title insurance commitment issued in connection with this Mortgage (as heretofore or hereafter endorsed or marked-up). Mortgagor fully warrants its title to the Mortgaged Property and shall defend that title, at Mortgagor's expense, against the claims of all persons except those claims, if any, that are listed as exceptions in Schedule B11 or B2 of the title insurance commitment issued in connection with this Mortgage (as heretofore or hereafter endorsed or marked-up) and do not diminish the value of the Mortgaged Property as collateral hereunder. Mortgagor shall use its best efforts to ensure that any contracts and other items described in paragraph G under "GRANT OF MORTGAGE" above shall not prohibit their collateral assignment to Mortgagee.

2. Payment of Secured Obligations. Mortgagor shall pay the Secured Obligations promptly as they become due.

3. Future Advances. This Mortgage shall secure any and all advances (however evidenced and whether or not obligatory and including those made on a revolving basis) made by Mortgagee to Mortgagor within 20 years after the date hereof to the same extent as though those advances were made on the date hereof even though there may be no indebtedness outstanding at the time any such advance is made; provided that, while the total amount of indebtedness secured hereby may increase or decrease from time to time, the total amount at any one time secured hereby shall not exceed a maximum principal amount of \$6,000,000 (double the face principal amount of the Promissory Document if the preceding space is left blank) plus interest thereon and advances made hereunder for the payment of taxes, liens and insurance with respect to any part of the Mortgaged Property. This Section shall not, however, obligate Mortgagee to make any such advances.

4. Taxes and Assessments. Mortgagor shall pay or cause to be paid promptly as they become due and payable all taxes, assessments and other charges, whether public or private, that may be levied or assessed against the Mortgaged Property (or any part thereof) and shall, upon the request of Mortgagee, deliver to Mortgagee receipts evidencing the payment of all such taxes, assessments and other charges. If requested by Mortgagee, Mortgagor shall cause to be furnished to Mortgagee, at Mortgagor's expense, a tax reporting service covering the Mortgaged Property of a type and duration, and with a company, satisfactory to Mortgagee.

5. Insurance. (a) Mortgagor shall, at its expense, procure and maintain at all times insurance policies in form and substance (and with deductibles, if any) acceptable to Mortgagee, providing insurance with respect to the Mortgaged Property of the following types and in the following amounts with premiums prepaid for at least one year:

- (i) while any Improvements exist, an "all risks" insurance policy (including fire, windstorm and extended coverage) in the amount of the full replacement cost of the Improvements and FF&E and with coverage satisfactory to Mortgagee to avoid the effects of co-insurance, and, during any period while Improvements are being constructed, repaired or renovated, a so-called "Builder's All-Risk Completed Value" insurance policy in non-reporting form covering the Improvements being constructed, repaired or renovated, in amounts acceptable to Mortgagee;
- (ii) while any Improvements exist, a broad form boiler and machinery insurance policy on all FF&E customarily covered by such insurance including but not limited to heating, ventilating and air-conditioning equipment, elevators and water heaters, providing for full repair and replacement cost coverage;
- (iii) a policy of general comprehensive public liability insurance in a minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate; and workmen's compensation insurance in the amount required by law;
- (iv) while any Improvements exist, if the Land (or any part thereof) is in a special flood hazard area (as defined by the Director of the Federal Emergency Management Agency), a flood insurance policy in the maximum amount available; and
- (v) any other insurance policies required from time to time pursuant to the Loan Agreement.

Each such policy shall be issued by an insurance company acceptable to Mortgagee, shall, in the case of each liability insurance policy, name Mortgagee as an additional insured and, in the case of each casualty insurance policy, shall name Mortgagee as a mortgagee and loss payee pursuant to a standard mortgagee clause in favor of and satisfactory to Mortgagee and shall require the insurer to notify Mortgagee at least 30 days in advance of any cancellation, non-renewal or amendment of the policy (including any reduction in the scope or limits of coverage). Mortgagor shall deposit originals of, or certificates for and copies of, all such policies with Mortgagee, and, not later than 20 days before the expiration date of any such policy, Mortgagor shall deliver to Mortgagee a renewal policy or a certificate therefor and copy thereof with evidence that the premium therefor has been paid in advance for at least one year. Mortgagee shall not be responsible for the solvency of any company issuing any policy of insurance pursuant hereto whether or not approved by it. Nothing contained herein shall be construed as making Mortgagee liable in any way for any loss, damage or injury resulting from any failure to insure the Mortgaged Property.

(b) After the occurrence of any damage or casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee and each insurer, shall submit a claim to each insurer for payment of insurance proceeds and shall send a copy of such claim to Mortgagee. Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies maintained with respect to any of the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company issuing any such policy is hereby authorized and directed to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and instead of to Mortgagor and Mortgagee jointly. If any insurance company fails to disburse directly and solely to Mortgagee but disburses instead either solely to Mortgagor or to Mortgagor and Mortgagee jointly, Mortgagor shall immediately endorse and transfer such proceeds to Mortgagee. Upon the failure of Mortgagor to endorse and transfer such proceeds as aforesaid, Mortgagee may execute such endorsements or transfers for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's agent to do so (this appointment is coupled with an interest and is not revocable). After deducting from such insurance proceeds all of its reasonable expenses incurred in the collection and administration thereof, including attorneys' fees, Mortgagee may apply the net proceeds or any part thereof, at its option, (i) to the payment of the Secured Obligations, whether or not due and in whatever order Mortgagee elects, (ii) to the repair, restoration and/or replacement of the Mortgaged Property (subject to such agreements, conditions and requirements as Mortgagee may impose in its discretion) or (iii) for any other purposes for which Mortgagee is entitled to advance funds under this Mortgage, all without affecting the lien of this Mortgage. Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. Nothing contained in this Mortgage shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided herein.

6. Taxes and Insurance Escrow. Starting immediately after Mortgagee requests it to, Mortgagor shall deposit with Mortgagee monthly installments in amounts sufficient to discharge Mortgagor's obligations under Sections 4 and 5 30 days before they become due, and, in the case of real estate taxes, 30 days before the last date on which Mortgagor can obtain the maximum discount available and when such request is made shall deposit with Mortgagee whatever amount Mortgagee requires (based on its customary practices) to take account of the fact that real estate taxes and insurance premiums will or may be initially payable in fewer than 12 months after such request is made and to create a "cushion" of two months. The determination of the amount of the installments to be deposited with Mortgagee, so that the aggregate of such deposits shall be sufficient for these purposes, shall be made by Mortgagee in its sole discretion. Such amounts shall be held by Mortgagee in a non-interest bearing account (unless and except to the extent payment of interest thereon is required by applicable law) and applied to the payment of the obligations in respect of which such amounts were deposited or, at the option of Mortgagee, to the payment of those obligations in such order or priority as Mortgagee determines, on or before the respective dates on which they or any of them would become delinquent. If 30 days before the date on which any such charges become due (or, in the case of real estate taxes, the last day on which the

maximum discount is available), the amounts then on deposit with Mortgagee are insufficient for the payment of such obligations in full, Mortgagor shall, within 10 days after Mortgagee's demand, deposit the amount of the deficiency with Mortgagee or, if Mortgagee consents in writing, shall make over a period designated by Mortgagee (but not to exceed 12 months) additional equal monthly deposits with Mortgagee totaling the deficiency. Nothing contained herein shall affect any right or remedy of Mortgagee under any provisions of this Mortgage or of any statute or rule of law to pay any such amount and to add the amount so paid together with interest as provided hereinafter to the Secured Obligations. Mortgagor shall cause all bills and statements relating to Mortgagee's obligations under Sections 4 and 5 to be sent or mailed directly to Mortgagee. Nothing herein shall cause Mortgagee to be deemed a trustee of funds deposited with it under this Section 6 or to be obligated to pay any amounts in excess of the amount of funds so deposited.

7. Removal of Liens. Mortgagor shall not permit any construction, mechanic's, materialman's, statutory or other lien (other than a lien for real estate taxes or special assessments that are not yet due and payable) to encumber or affect any part of the Mortgaged Property for more than 30 days.

8. Repair and Restoration. Mortgagor shall keep the Mortgaged Property in good condition and repair and shall not commit or permit any waste or deterioration thereof. Mortgagor shall promptly repair, restore, replace or rebuild (as appropriate) any part of the Mortgaged Property which is damaged or destroyed.

9. Hazardous Substances. (a) Mortgagor shall comply with any and all laws, regulations and orders with respect to the presence, storage, discharge and removal of Hazardous Substances (as defined hereinbelow), shall immediately remove, at Mortgagor's expense, any Hazardous Substances in, on or near the Mortgaged Property and shall keep the Mortgaged Property free of any lien imposed pursuant to such laws, regulations or orders. If Mortgagor fails to do so promptly (in Mortgagee's judgment) after notice to Mortgagor, Mortgagee may cause the Hazardous Substances in question to be removed from the Mortgaged Property (without waiving its right to consider Mortgagor in default hereunder based on Mortgagor's failure to do so). The cost of any such removal shall be part of the Secured Obligations and shall become immediately due and payable upon demand with interest thereon at the Default Rate. Mortgagor shall give to Mortgagee and its agents, contractors and employees access to the Mortgaged Property and hereby specifically grants to Mortgagee and such other persons a license to remove any Hazardous Substances. Mortgagor shall defend, indemnify and hold Mortgagee, its officers, directors, agents, successors and assigns (collectively "Indemnitees") harmless from and against whatever losses, costs, damages (including consequential damages) and expenses (including attorneys' fees and costs) any such Indemnitee may sustain by reason of any assertion against such Indemnitee by anyone of any claim in connection with Hazardous Substances on, in or near the Mortgaged Property. Nothing in this Section 9 shall be construed to impose any obligation on Mortgagee. As used herein, the term "Hazardous Substance" means any substance that is at any time defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations (whether existing on the date hereof or enacted thereafter

and including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7901, et seq., the Hazardous Substance Transportation Act, 49 U.S.C. §1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Florida Resource Recovery and Management Act, The Water Quality Assurance Act of 1983, The Florida Resource Conservation and Recovery Act, the Florida Air and Water Pollution Control Act, the Florida Safe Drinking Water Act, and The Pollution Spill Prevention and Control Act, each as amended from time to time), as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, flammability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity or "EP toxicity", including asbestos, polychlorinated biphenyls and petroleum products, by-products and wastes and by-products associated with the extraction, refining or use of petroleum or petroleum products, whether or not so listed or classified in such laws or regulations.

(b) Within 30 days after Mortgagee requests it to (based on Mortgagee's reasonable belief that any part of the Mortgaged Property may contain Hazardous Substances), Mortgagor shall, at its expense, have performed on the Mortgaged Property by an environmental engineering firm acceptable to Mortgagee whatever testing Mortgagee requests and shall promptly furnish to Mortgagee the resultant report (addressed to Mortgagee) of such firm.

(c) Immediately after receiving it, Mortgagor shall deliver to Mortgagee a copy of each and any notice or other communication it receives from any governmental authority or agency regarding Hazardous Substances affecting the Mortgaged Property (or any part thereof).

(d) Mortgagee's rights and Mortgagor's obligations under this Section 9 are cumulative with, and not in lieu of, those in any separate Environmental Compliance and Indemnification Agreement (or similar agreement) made by Mortgagor in Mortgagee's favor with respect to the Mortgaged Property. In the event of a conflict between this Section 9 and a provision of any such Environmental Compliance and Indemnification Agreement, the provision giving Mortgagee greater rights and/or protection shall control.

10. Alterations. Except as expressly required by the Loan Agreement, no Improvements or other property now or hereafter included within the Mortgaged Property shall be removed, demolished or materially altered, without the prior written consent of Mortgagee, except that Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time becomes worn out, obsolete or no longer needed, provided that either (a), simultaneously with or prior to such removal, such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free

from any title retention, security agreement or other encumbrance, and by such removal and replacement Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to Mortgagee to be applied to the Secured Obligations in whatever order Mortgagee elects without any charge for prepayment.

11. Performance by Mortgagee. If Mortgagor fails to repair or insure the Mortgaged Property as required hereby, to obtain and deliver the insurance policies (or certificates therefor together with copies thereof) with premiums paid as required hereby, to pay as they become due and payable any taxes, assessments or charges assessed or imposed with respect to the Mortgaged Property (or any part thereof), to satisfy the liens or claims which may accrue on or with respect to the Mortgaged Property (or any part thereof) or to perform any other obligations of Mortgagor under this Mortgage and, except in the case of a failure involving insurance, such failure continues for 15 days after notification thereof by Mortgagee to Mortgagor, Mortgagee may, at its election (but without any obligation), repair the Mortgaged Property, insure the Mortgaged Property, pay the aforesaid taxes, charges, liens and claims (or any part thereof) and perform any of such other obligations without in any such case waiving its right of foreclosure or any other right hereunder and without in any such case the necessity of further notice to or demand on Mortgagor. Mortgagor shall reimburse Mortgagee, immediately upon demand, the amount of any and all costs and expenses incurred by Mortgagee in performing any of these obligations together with interest on that amount at the Default Rate, and its liability to do so shall be a part of the Secured Obligations. Mortgagee, in making any payments, is hereby authorized: (a) to pay any taxes, assessments and insurance premiums according to any bill, statement or estimate procured from the appropriate public office or vendor without inquiry into the accuracy of such bill, statement or estimate or the validity of any tax, assessment, insurance premiums, sale, forfeiture, tax lien or title or claim thereof; and (b) to purchase, discharge, compromise or settle any other lien on any part of the Mortgaged Property, without inquiry as to the validity or amount of the lien or the claim on which it is based.

12. No Sale or Further Encumbrance. Neither the Mortgaged Property nor any part thereof or interest therein may be voluntarily or involuntarily transferred, assigned or conveyed (except condominium units as permitted by and pursuant to the Loan Agreement), leased (except in strict compliance with Section 30 hereof and any separate Assignment of Rents and Leases) or further mortgaged or encumbered (except to Mortgagee) without the prior written consent of Mortgagee (which may be granted or withheld in Mortgagee's sole and absolute discretion). Any sale or transfer of an interest in Mortgagor (or in a partner thereof) shall be considered a transfer of the Mortgaged Property for purposes of this Section 12. If Mortgagee does consent to a further mortgage on the Mortgaged Property, Mortgagor shall keep that mortgage in good standing and free from default.

13. Events of Default. Any of the following events or circumstances shall constitute an Event of Default:

(a) Any payment of principal or interest or other amount included in the Secured Obligations is not made when it becomes due;

(b) Any Event of Default (as defined in any Loan Document) or other event entitling Mortgagee to accelerate the Promissory Document occurs;

(c) Any breach of an agreement in this Mortgage or any Loan Document (other than a breach described in clause (a) above) occurs and is not cured within 15 days after notice from Mortgagee to Mortgagor;

(d) Any warranty or representation by Mortgagor (or any guarantor of any of the Secured Obligations) to Mortgagee (herein or elsewhere) is breached or proves materially untrue;

(e) Any bankruptcy petition is filed by or against Mortgagor (or any guarantor of any of the Secured Obligations) and, in the case of one filed against Mortgagor (or any guarantor of any of the Secured Obligations), is not dismissed within 45 days after its filing;

(f) Any breach of Section 12 occurs;

(g) A foreclosure of any other mortgage or lien on any part of the Mortgaged Property is instituted (provided that this clause shall not be construed to imply that the existence of any such mortgage or lien is permissible).

14. Acceleration, Foreclosure and Other Remedies. Upon and at any time after an Event of Default occurs, all of the Secured Obligations in their entirety shall, at Mortgagee's option, become immediately due and payable in full without notice or demand (which Mortgagor hereby waives) and Mortgagee shall be entitled to foreclose this Mortgage (in whole or in part) and otherwise to exercise all remedies available to it hereunder or under applicable law.

15. Application of Foreclosure Proceeds. If this Mortgage is foreclosed by a suit and the Mortgaged Property (or any part thereof) is sold to satisfy a decree of foreclosure, the proceeds of such sale shall be applied as follows: first, to the expenses and costs incurred, including reasonable attorneys' fees; second, to the payment of whatever amounts Mortgagee may have paid or become liable to pay in carrying out the terms and conditions of this Mortgage, together with interest thereon at the Default Rate; and third, to the payment and satisfaction of the Secured Obligations (allocated among them as Mortgagee determines).

16. Actions to Preserve Security. Upon and at any time after an Event of Default occurs, Mortgagee, in its sole discretion, without any obligation so to do, without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may take any action in respect of the Mortgaged Property in such manner and to such extent as Mortgagee considers necessary to protect the security hereof. In connection therewith (and without limiting its general powers), Mortgagee shall have the right, but not the obligation, in each case to the fullest extent permitted by applicable

law: (a) to enter upon and take possession of the Mortgaged Property, (b) to direct Mortgagor to terminate any management agent employed by Mortgagor and to employ such management agent as Mortgagee may determine in its sole discretion, (c) to make additions, alterations, repairs and improvements to the Mortgaged Property which Mortgagee may consider to be necessary or proper to keep the Mortgaged Property in good condition and repair, (d) to cancel or terminate any Lease or sublease for any cause which would entitle Mortgagor to cancel it and to disaffirm any Lease or sublease which is then subordinate to the lien hereof, (e) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee, (f) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Mortgagee may affect or appear to affect the security of this Mortgage or be prior or superior hereto, and (g) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Mortgagor shall reimburse Mortgagee, immediately upon demand, the amount of any and all costs and expenses incurred by Mortgagee in performing any of the aforescribed actions together with interest on that amount at the Default Rate, and its liability to do so shall be a part of the Secured Obligations.

17. Appointment of Receiver. Mortgagee, in connection with any action to foreclose this Mortgage or sell any part of the Mortgaged Property, or upon the actual or threatened waste to any part of the Mortgaged Property, shall be entitled to apply for the appointment of a receiver of the Mortgaged Property and the rents and profits thereof without notice to Mortgagor, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Mortgaged Property (or other collateral) as security for the amounts due Mortgagee or of the solvency of any person or other entity liable for payment of such amounts. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in Section 16 and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless the receivership is terminated sooner with Mortgagee's consent.

18. Costs of Enforcement. Mortgagor shall pay (or, if already paid by Mortgagee, reimburse Mortgagee for) any and all costs, expenses (including without limitation title insurance and title search expenses, inspection reports and consultants' fees) and attorneys' fees reasonably incurred or paid by Mortgagee in connection herewith after an Event of Default (or event or circumstance which with notice, the passage of time or both would constitute an Event of Default) occurs, whether suit be brought or not, and any such costs and expenses shall be secured by the lien of this Mortgage.

19. Inspections. Mortgagee and any persons authorized by Mortgagee shall be entitled to enter and inspect the Mortgaged Property at all reasonable times, and Mortgagor shall cooperate fully with any such inspection.

20. Rights Cumulative. No enumeration of special rights or powers by any provisions of this Mortgage shall be construed to limit any grants of general rights or

powers, or to take away or limit any rights granted to or vested in Mortgagee by virtue of the laws of the State of Florida; and no right, power or remedy created or conferred by this Mortgage shall be exclusive of any other right, power or remedy created or conferred hereby or by the Loan Documents.

21. Mortgage Taxes. Mortgagor shall on demand pay (or, if already paid by Mortgagee, reimburse Mortgagee for) any and all documentary stamp, intangible and other taxes levied on, in connection with or as a result of this Mortgage, the Promissory Document and/or any Secured Obligations (including any future advances included therein) and shall indemnify Mortgagee from and against any liability resulting from any breach of the foregoing agreement, including any interest and penalties. Mortgagee is hereby authorized to deduct any such tax from any advance made under a Loan Document or from any account of Mortgagor with Mortgagee.

22. Modification and Performance of Covenants and Restrictions. Mortgagor shall not join in, terminate, initiate, consent to or permit any discharge, amendment, or modification of, any public or private restrictions or covenants or any zoning ordinances affecting the Mortgaged Property, without first having obtained the written consent of Mortgagee to such action. Mortgagor shall perform all its obligations under any declaration of covenants and restrictions or similar instrument now or hereafter affecting the Mortgaged Property.

23. Subrogation. (a) The right of any person or entity to be subrogated to the liens hereof by virtue of the payment or satisfaction of any portion of the Secured Obligations shall be subordinated and remain inferior to the rights of Mortgagee hereunder until all of the Secured Obligations shall have been paid in full and Mortgagee shall have released its rights hereunder, and any such person or entity shall be regarded as a junior lienholder at any foreclosure proceeding, shall not be entitled to notice thereof and, until Mortgagee is fully paid, shall not be entitled to participate in any proceeds therefrom.

(b) To the extent funds are at any time advanced by Mortgagee hereunder or under the Loan Documents for the purpose of paying any indebtedness now or hereafter secured by any liens or security interests other than the liens and security interests created by this Mortgage, Mortgagee shall be subrogated to any and all rights, liens, security interests and equities owned or claimed by the holder of such other liens and security interests. Such other liens and security interests, if any, are not waived, but rather are hereby renewed, extended and continued in full force and effect in favor of Mortgagee and are merged with the liens and security interests created herein as cumulative security for the repayment of the Secured Obligations. Except with respect to the priority of any lien to which Mortgagee is subrogated pursuant to this provision, the terms and provisions of this Mortgage shall govern the rights and remedies of Mortgagee and shall supersede the rights and remedies provided under any instrument creating liens to which Mortgagee is subrogated.

24. Condemnation. If any part of the Mortgaged Property is condemned and taken for public use under the power of eminent domain, Mortgagee shall have the right

to have any award or payment made or to be made on account of the taking of or damage to the Mortgaged Property paid to Mortgagee up to the amount of the Secured Obligations (to be applied by Mortgagee to the Secured Obligations when and in such order as Mortgagee elects), and Mortgagor hereby assigns and transfers to Mortgagee any such award or payment. Mortgagor shall reimburse Mortgagee, upon demand, for any attorneys' fees and other expenses incurred by Mortgagee in connection with any condemnation or eminent domain proceedings affecting the Mortgaged Property.

25. Estoppel Letters. Within 10 days after Mortgagee's request, Mortgagor shall certify, by a duly acknowledged writing, to Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest then owing with respect to the Secured Obligations and whether any offsets or defenses exist against the Secured Obligations; and, if Mortgagor fails to so respond within 10 days, the information contained in Mortgagee's request shall be binding on Mortgagor.

26. No Waiver. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be considered to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Neither Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the Secured Obligations shall be relieved of any obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any Secured Obligations, or by reason of the release, regardless of consideration, of the whole or any part of other security for the Secured Obligations, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and the Mortgagee extending the time of payment for amounts due under the Promissory Document or this Mortgage or modifying the terms thereof without first having obtained the consent of Mortgagor or such other person, and, in the latter event, Mortgagor and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless and until expressly released and discharged in writing by Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by Mortgagor or the holder of any subordinate lien on the Mortgaged Property, Mortgagee may release the obligation of anyone at any time liable for any of the Secured Obligations or any part of the security held therefor and may extend the time of payment or otherwise modify the terms of the Loan Documents and/or this Mortgage without, as to the security or the remainder thereof, in any way impairing or affecting the lien of this Mortgage or the priority of such lien, as security for the payment of the Secured Obligations as it may be so extended or modified, over any subordinate lien.

27. Resort to Other Collateral; Waiver of Certain Defenses. Mortgagee may resort for the payment of the Secured Obligations to any other security therefor in such order and manner as Mortgagee may elect in its sole discretion. Mortgagor agrees, to the extent that it may lawfully so agree, that if an Event of Default occurs, neither

Mortgagor nor anyone claiming through or under Mortgagor shall or will set up, seek or claim to take advantage of any appraisal, valuation, stay, extension, homestead, redemption, moratorium or marshalling laws now or hereafter enforced in the jurisdiction where the Mortgaged Property may be situated in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the final or absolute putting into possession thereof, immediately after such sale, of the purchaser thereof; and Mortgagor for itself and its successors and assigns hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws and any and all right to have the estates comprising the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

28. Superiority Over Intervening Liens. Any agreement hereafter made between Mortgagor and Mortgagee relating to this Mortgage, the Mortgaged Property or any Secured Obligations shall be superior to the rights of any holder of an intervening lien or encumbrance recorded after the date this Mortgage is recorded.

29. Personal Property and Fixtures. This Mortgage constitutes and shall be construed as a security agreement and financing statement under Florida's Uniform Commercial Code for the purpose of evidencing and creating a lien on and security interest in fixtures and personal property included in the Mortgaged Property and shall be recorded in the real estate records of the county in which the Mortgaged Property is located. Either the original or a photocopy of this Mortgage shall suffice as a financing statement for the purposes of Florida's Uniform Commercial Code. Notification of any sale or other disposition of such fixtures and personal property after an Event of Default shall be considered reasonable if given 10 or more days before the disposition in the manner set forth hereinafter. Mortgagor shall notify Mortgagee at least 30 days before it makes any change in its name, identity or location (as defined in Section 679.3071 of the Florida Statutes or its then-current equivalent) and shall execute and deliver to Mortgagee, before making any such change, all additional financing statements and amendments that Mortgagee may require to establish or maintain the validity and priority of Mortgagee's security interest with respect to the Mortgaged Property. Mortgagor's Florida organizational I.D. no. is L06000090833.

30. Rents Assignment. (a) Mortgagor hereby assigns and transfers to Mortgagee all of the rents, income and profits (the "Rents") arising from any and all present and future leases, subleases, licenses or occupancy agreements of or with respect to any part of the Mortgaged Property (the "Leases," each a "Lease," the tenants, licensees and occupants thereunder being the "Lessees," each a "Lessee") as further security for repayment of the Secured Obligations and hereby irrevocably grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting all or any of the Rents, to apply all or any of the Rents (after deduction of collection costs) to the Secured Obligations and to generally perform any other act with respect to the Leases and the Mortgaged Property to the same extent as Mortgagor could or might do; provided that, unless and until an Event of Default occurs, Mortgagor shall have the right, under a license granted hereby, to collect the Rents upon, but not prior to, their accrual. Mortgagor hereby irrevocably directs each Lessee, upon demand and notice from Mortgagee of an Event of Default under this Mortgage or the Loan Documents, to

pay to Mortgagee all Rents hereafter accruing or due under such Lease; and no Lessee shall be under any obligation, before making such payments, to inquire into or determine the actual existence of any such Event of Default of which it is notified.

(b) After the date hereof, Mortgagor shall not, without the prior written consent of Mortgagee, enter into any new Lease or materially modify any Lease except if and to the extent expressly allowed in any separate Assignment of Rents and Leases made by Mortgagor in Mortgagee's favor; shall not accept prepayments of Rents under any Lease for more than 1 month in advance or prepayments thereunder in the nature of security in excess of 1 month's rent; shall notify Mortgagee of any default under any Lease; and shall enforce each term and condition of each Lease. Mortgagor shall furnish to Mortgagee, within 10 days after a request by Mortgagee to do so, a certified rent schedule containing such data regarding Leases as Mortgagee may request.

(c) Mortgagor shall indemnify and hold Mortgagee harmless from and against any and all liability, damages and expenses that Mortgagee may incur under or with respect to any of the Leases or by reason of any action taken or omitted to be taken by Mortgagee in connection with any of the Leases (except for liability, damages and expenses caused by Mortgagee's gross negligence or willful misconduct); and any amount that may become due from Mortgagor to Mortgagee as a result of the foregoing indemnity shall be paid by Mortgagor on demand, shall bear interest until paid at the Default Rate and shall be secured by this Mortgage. Nothing contained herein shall operate or be construed to obligate Mortgagee to perform any of the terms or covenants of any Lease.

(d) If Mortgagee requests it to, Mortgagor shall cause each and any Lessee to deliver to Mortgagee a tenant estoppel certificate in a form prepared by Mortgagee and/or to enter into a subordination, non-disturbance and attornment agreement prepared by Mortgagee (though Mortgagee shall have no obligation to enter into any such agreement).

(e) Mortgagee's rights in this Section 30 shall be cumulative with and in addition to its rights contained in any Assignment of Rents and Leases made by Mortgagor in Mortgagee's favor. In the event of any conflict between this Section 30 and a provision of any such Assignment of Rents and Leases, the provision giving Mortgagee greater rights and/or protection shall control.

31. Reporting. Mortgagor shall furnish to Mortgagee, at Mortgagor's expense, and promptly upon Mortgagee's request, whatever information respecting the condition or operations, financial or otherwise, of Mortgagor or the Mortgaged Property as Mortgagee may from time to time reasonably request.

32. Compliance with Laws. Mortgagor shall comply at all times with all laws, codes and regulations applicable to the Mortgaged Property, including without limitation zoning laws, building and safety codes and laws and regulations relating to persons with disabilities.

33. Prior Mortgages. This Section shall apply if and as long as there is any mortgage on all or any part of the Mortgaged Property that is superior to this Mortgage (any and all such prior mortgages being the "Prior Mortgages"), but shall not be construed to permit any Prior Mortgages or to undercut or negate any warranty or covenant herein regarding further encumbrances. Mortgagor shall not apply for or accept any future advances secured by any Prior Mortgage. Upon request by Mortgagee, Mortgagor shall promptly execute and deliver all notices required under s. 697.04(1)(b), Florida Statutes, to limit the amount secured by each Prior Mortgage to the amount secured thereby on the date hereof, and, if Mortgagor fails to do so, Mortgagee is hereby granted a power of attorney to do so in place of Mortgagor (this power is coupled with an interest and is irrevocable). Mortgagor shall keep each and any Prior Mortgage in good standing and free from default. If Mortgagor fails to promptly perform and comply with all obligations of Mortgagor under any Prior Mortgage, Mortgagee may (but shall not be obligated to) take any such action, without awaiting the expiration of any grace period, as Mortgagee deems necessary or desirable to prevent or to cure any default thereunder by Mortgagor. Upon receipt by Mortgagee of any written notice of default by Mortgagor in the observance or performance of any of the covenants and conditions in any Prior Mortgage, Mortgagee may rely thereon and may (but shall not be obligated to) take any such action required to prevent or cure such default even though the existence of such default or the nature thereof be questioned or denied by or on behalf of Mortgagor. Mortgagor hereby expressly grants to Mortgagee, and agrees that Mortgagee shall have, the absolute and immediate right to enter in and upon the Mortgaged Property or any part thereof to such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Mortgagor. Mortgagor shall pay to Mortgagee, immediately and without demand, all sums paid by Mortgagee pursuant to this Section, with interest thereon from the date of each such payment at the Default Rate. All amounts so paid and expended by Mortgagee, and the interest thereon, shall be added to and be secured by the lien of this Mortgage. Mortgagor shall deliver to Mortgagee at any time upon request by Mortgagee evidence satisfactory to Mortgagee of the full force and effect of each Prior Mortgage without default thereunder by any party thereto and without the occurrence of any event which would, upon the lapse of time or the giving of notice, or both, result in a default thereunder. Mortgagor shall promptly give written notice to Mortgagee (together with a copy of any written notice received from the mortgagee under the Prior Mortgage in question) of any default by Mortgagor under any Prior Mortgage. Mortgagor shall not agree to the amendment or modification of any provision of any Prior Mortgage without first obtaining the written consent of Mortgagee. Mortgagor shall notify Mortgagee in writing of any change in the holder of the Prior Mortgage within 15 days after Mortgagor learns of the change. Mortgagor hereby consents to Mortgagee's communicating with each holder of a Prior Mortgage for any purpose regarding this Mortgage or Mortgagee's interest in the Mortgaged Property.

34. Further Warranties. Mortgagor represents and warrants to Mortgagee as follows:

(a) This Mortgage and the Loan Documents constitute the valid, binding and enforceable obligations of Mortgagor and do not violate or contravene any law, order, decree, rule or regulation to which Mortgagor is subject.

(b) The Mortgaged Property and the intended use thereof by Mortgagor comply with all applicable restrictive covenants, zoning ordinances, subdivision and building codes, flood disaster laws, health and environmental laws and regulations, and laws and regulations relating to persons with disabilities or handicaps and all other ordinances, orders or requirements issued by any state, federal, county or municipal authorities having or claiming jurisdiction over any of the Mortgaged Property. The Mortgaged Property does not require any rights over, or restrictions against, any other property in order to comply with any of the aforesaid governmental ordinances, orders or requirements.

(c) The Land and the Improvements constitute a separate tax parcel for purposes of ad valorem taxation.

(d) All utility services necessary and sufficient for the full use occupancy, operation and disposition of the Mortgaged Property for its intended purposes (including water, storm sewer, sanitary sewer, gas, electric, cable and telephone facilities) are available thereto through public rights of way or perpetual private easements approved by Mortgagor.

(e) All streets, roads, highways, bridges and waterways necessary for access to and full use occupancy, operation and disposition of the Mortgaged Property have been completed, have been dedicated to and accepted by the appropriate municipal authority and are open and available to the Mortgaged Property without further condition or cost to Mortgagor. Any and all easements benefiting the Mortgaged Property are included in the description of the Land in Exhibit A hereto.

(f) There are no judicial, administrative, mediation or arbitration actions, suits or proceedings pending, or, to the best knowledge of Mortgagor, threatened against, Mortgagor or any of the Mortgaged Property which, if adversely determined, would materially impair the Mortgaged Property or Mortgagor's ability to perform its agreements hereunder.

(g) The Mortgaged Property is free from delinquent water charges, sewer rents, taxes and other assessments.

(h) As of the date hereof, the Improvements are free from unrepaired damage caused by fire, flood, accident or other casualty.

(i) As of the date hereof, no part of the Mortgaged Property has been taken in condemnation, eminent domain or similar proceedings nor is any such proceeding pending or, to Mortgagor's knowledge, threatened or contemplated.

(j) Mortgagor possesses all franchises, trade names, licenses and permits adequate for the conduct of its business as now conducted.

(k) There are no security agreements or financing statements affecting any of the Mortgaged Property other than those in favor of Mortgagee and any disclosed in writing by Mortgagor to Mortgagee prior to the date hereof.

(l) No Leases exist as of the date hereof except as heretofore disclosed by Mortgagor to Mortgagee in writing.

(m) Any credit secured hereby will be used exclusively for business, commercial or agricultural purposes.

35. Usury Negation. Nothing herein shall be construed or operate so as to require Mortgagor to pay interest hereunder in an amount or at a rate greater than the maximum allowed by applicable law. Should any interest or other charges paid hereunder result in the computation or earning of interest in excess of the maximum rate or amount of interest which is permitted under applicable law, any and all such excess interest so paid shall be (and the same hereby is) waived by Mortgagee, and the amount of such excess shall be automatically credited against, and be deemed to have been payments in reduction of, the principal then due hereunder, and any portion of such excess which exceeds the principal then due hereunder shall be paid by Mortgagee to Mortgagor.

36. Further Assurances. Mortgagor shall, at any time and from time to time, execute and deliver whatever further instruments may be requested by Mortgagee to confirm and perfect the lien of this Mortgage on any part of the Mortgaged Property, to correct any errors or omissions herein, in the Loan Documents or in any related documents or to otherwise fulfill or further the objectives hereof.

37. Amendments. This Mortgage may not be amended orally or by any course of dealing between Mortgagor and Mortgagee, but only by an agreement in writing signed by the party against whom enforcement of the amendment is sought. No provision hereof may be waived orally or by any course of dealing but only by an agreement in writing signed by Mortgagee.

38. Terminology. The term "attorneys' fees" whenever used herein shall be deemed to include but not be limited to attorneys' fees and paralegal fees incurred in any and all judicial, bankruptcy, and other proceedings, including appellate level proceedings, whether such proceedings arise before or after entry of a final judgment. The term "the Default Rate," whenever used herein means the rate of interest applicable to principal under the Promissory Document after the maturity thereof (but not to exceed the highest rate permitted by applicable law). The term "Business Day" whenever used herein means any day other than a Saturday, a Sunday or a holiday on which most banks are closed for general commercial business in Miami-Dade County, Florida. Whenever used herein, "acceptable to Mortgagee" or "satisfactory to Mortgagee" shall be read to mean "acceptable and satisfactory to Mortgagee in Mortgagee's sole and absolute discretion." Terms defined at the head of this Mortgage are used herein as there defined.

39. Binding Effect. The term "Mortgagor" shall be construed to include the heirs, executors, administrators, legal or personal representatives, successors and assigns of each person or entity included within that term; and all agreements of Mortgagor herein shall be binding upon all those persons and shall inure to the benefit of Mortgagee, its successors and assigns. All obligations of Mortgagor hereunder shall be the joint and several obligations of each person or entity included within that term.

40. Assignments and Participations. Mortgagee may at any time assign this Mortgage together with all or any part of the Secured Obligations and may grant at any time one or more participations in this Mortgage and all or any part of the Secured Obligations. Mortgagee may make whatever disclosures regarding Mortgagor or the Mortgaged Property it considers necessary or desirable in connection with any assignment of this Mortgage or any sale of a participation herein.

41. Partial Invalidity. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

42. Time of the Essence. Time is of the essence of this Mortgage.

43. Modifications of Promissory Document or Other Loan Documents. This Mortgage secures, in addition to each Promissory Document itself, all extensions, renewals, consolidations, restatements and modifications thereof and all substitutions and replacements therefor. Whenever used elsewhere herein, the term "the Promissory Document" includes all extensions, modifications, renewals, restatements and consolidations of the Promissory Document and all substitutions and replacements therefor and the term "the Loan Documents" includes all amendments, modifications and restatements thereof and all substitutions and replacements therefor.

44. Survival of Indemnities. Mortgagor's liability under any indemnity or hold harmless agreement contained herein shall survive the release or satisfaction hereof and repayment of the Secured Obligations.

45. Condominium Provisions. If and after the Mortgaged Property consists of or includes one or more condominium parcels in one or more condominiums (collectively the "Condominium Project"), this Section 45 shall apply (this Section shall not, however, be construed to imply that Mortgagee has any obligation to consent to the Mortgaged Property's being created as or converted to a condominium or condominiums).

(a) Mortgagor shall promptly pay when due all assessments imposed by the governing bodies of the Condominium Project or the common properties or elements appurtenant thereto (collectively the "Owners' Association(s)") pursuant to the provisions of the declarations, bylaws, codes of regulations or other constituent

documents of the Condominium Project or such common properties or elements (the "Constituent Documents").

(b) As long as the Owners' Association(s) maintain(s) a "master" or "blanket" policy on the Condominium Project which is satisfactory in form to Mortgagee, which is issued by an insurance carrier satisfactory to Mortgagee and which provides insurance coverage in such amounts, for such periods, against such hazards (including fire, windstorm and other hazards included within the term "extended coverage"), and with such endorsements as the Loan Agreement requires, Mortgagor's obligation under Section 5 to maintain hazard insurance coverage on the Mortgaged Property consisting of condominium parcels is deemed satisfied to the extent that the required coverage is provided by the Owners' Association(s)' policy. Mortgagor shall give Mortgagee prompt notice of any lapse in such required hazard insurance coverage; and in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Mortgaged Property, whether to a unit or units or to common elements, any proceeds payable to Mortgagor are hereby assigned and shall be paid to Mortgagee for application to the Secured Obligations.

(c) Mortgagor shall take such actions as may be necessary to ensure that the Owners' Association(s) maintains a general comprehensive public liability insurance policy acceptable to Mortgagee in form, amount and extent of coverage.

(d) The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the Mortgaged Property, whether of the units or of the common properties or elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Such proceeds shall be applied by Mortgagee to the Secured Obligations in such order as Mortgagee may elect.

(e) Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide any condominium parcel included in the Mortgaged Property or consent to: (i) the abandonment or termination of any of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; or (ii) any action which would have the effect of rendering the insurance coverages maintained by the Owners' Association(s) unacceptable to Mortgagee.

(f) Mortgagor shall not, without Mortgagee's prior written consent, relinquish control of any Owners' Association before being required to do so by law.

(g) Without Mortgagee's prior written consent, Mortgagor shall not institute, vote for or approve any amendment of the Constituent Documents.

(h) Except to the extent this Section 45 expressly provides otherwise, neither the fact that the Mortgaged Property includes condominium parcels subject to a declaration of condominium or the fact that the condominium is managed by a

condominium association shall excuse Mortgagor from fulfillment of its obligations under this Mortgage and the Loan Documents. Without limiting the force or effect of the preceding sentence, Mortgagor shall cause all members of the board of directors of the Owners' Association appointed by Mortgagor to vote and otherwise deal with each Owners' Association so that all Mortgagor's covenants under this Mortgage and the Loan Documents are complied with.

(i) As security for the Secured Obligations, Mortgagor hereby assigns to Mortgagee all Mortgagor's rights (but not its obligations or duties) as the Declarant under the Constituent Documents and/or the Declaration; provided that, as limited by the Loan Documents and the terms of the Declaration and Constituent Documents, Mortgagor may exercise such rights as long as no Event of Default exists. In the event of an Event of Default, the foregoing assignment shall, at Mortgagee's election (evidenced, if it so desires, by a written instrument signed and recorded by it), become absolute and Mortgagee shall have the option, but not the obligation, to exercise the rights of Mortgagor in and to the Declaration and the Constituent Documents. Mortgagee may assign by an express written instrument to any purchaser at a foreclosure sale (or a grantee of a deed-in-lieu thereof) of all or any part of the Mortgaged Property or to any purchaser thereof from Mortgagee, all or any of the rights assigned to it under this Paragraph. Nothing herein shall be construed to, or operate so as to, impose on Mortgagee any obligation or duty to exercise any right of the Declarant under the Declaration or the Constituent Documents.

46. Notices. Any notice given in connection herewith shall be given in the manner and with the effect set forth in the Loan Agreement except that any notice given pursuant to s. 697.04(1)(b), Florida Statutes, (a "Future Advance Cutoff Notice") shall be effective only when actually received and receipted for by an officer of Mortgagee. To the fullest extent permitted by law, Mortgagor hereby waives any right it may have to give, and agrees not to give, any Future Advance Cutoff Notice in connection with or affecting any future advance which Mortgagee is now or hereafter committed to make (whether pursuant to a standby letter of credit, a loan agreement or otherwise) and its giving one anyway shall constitute an Event of Default.

47. Bankruptcy. In the event that Mortgagor shall seek protection under the United States Bankruptcy Code, or should Mortgagor be adjudicated a debtor thereunder, Mortgagor hereby consents to relief from the automatic stay pursuant to 11 USC §362(d) to allow Mortgagee to proceed to, and obtain, a final judgment of foreclosure of this Mortgage, to complete a foreclosure sale pursuant thereto, to cause the issuance of a certificate of title pursuant thereto, and to otherwise take all such actions as Mortgagee may elect in its sole discretion in pursuance of the other rights and remedies available to Mortgagee in the case of a default under this Mortgage. Mortgagor hereby waives any protection under 11 USC §362(a).

48. Loan Agreement. This Mortgage is entitled to the benefits of the Loan Agreement, the terms of which are incorporated herein by this reference.

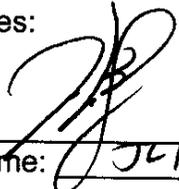
49. Partial Releases. Mortgagee shall grant partial releases of this Mortgage only in strict accordance with §4 of the Loan Agreement, and shall join in or consent to instruments affecting the Mortgaged Property only in strict accordance with §14 of the Loan Agreement.

50. Governing Law. This Mortgage shall be governed by and construed in accordance with the law of the State of Florida, without regard to any conflict-of-laws rule or principle that would give effect to the law of any other jurisdiction.

51. Waiver of Jury Trial. MORTGAGOR AND (BY ACCEPTANCE HEREOF) MORTGAGEE EACH HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MORTGAGE.

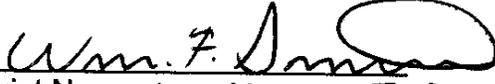
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date hereof.

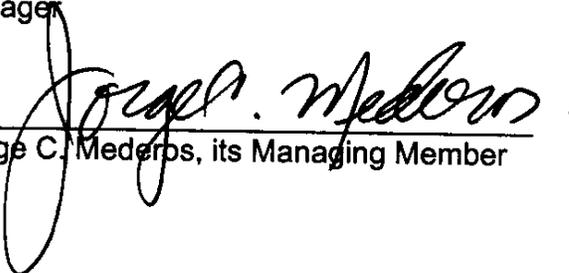
Witnesses:

  
Print Name: J. C. Balovra

MEDEROS PARK VIEW CONDOS OF  
CORAL GABLES, LLC,  
a Florida limited liability company

By: CONVERSION CONSULTANTS LLC,  
a Florida limited liability company,  
its Manager

  
Print Name: William F. Smith

By:   
Jorge C. Mederos, its Managing Member

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2006 by Jorge C. Mederos, as Managing Member of and on behalf of Conversion Consultants LLC, a Florida limited liability company, which executed said instrument as Manager of and on behalf of Mederos Park View Condos of Coral Gables, LLC, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public, State of Florida  
Print Name: JL Baloyra

My commission expires: (SEAL)

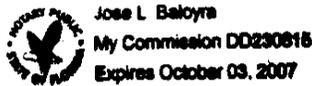


EXHIBIT A

Lots 22, 23 and 24, in Block 35, of BILTMORE SECTION CORAL GABLES, according to the Plat thereof, as recorded in Plat Book 20, at Page 28, of the Public Records of Miami-Dade County, Florida.

[< BankFind Suite Home](#)

[Back to Search Results](#)

# Amerant Bank, National Associatio

[Download Results](#)

Data as of 08/26/2025

- Institution Details**
- Locations
- History
- Financials
- Other Names

## Institution Details



**FDIC Insured**  
Since 09/17/1979

**FDIC Cert #**  
22953

**Established**  
09/17/1979

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

**Primary Federal Regulator**  
Comptroller of the Currency

**Corporate Headquarters**  
220 Alhambra Cir  
Coral Gables, FL 33134

**Primary Website**  
[www.amerantbank.com](http://www.amerantbank.com)

**Locations**  
21 domestic locations: 1 state and 0 territories.  
0 in foreign locations.

**Consumer Assistance**  
[HelpWithMyBank.gov](http://HelpWithMyBank.gov)

**Contact the FDIC**  
[Questions about Bank Information](#)

### Other Institution Identifiers used by Regulatory Agencies

Identifier Name (Hover for description)	Identifier Value
<b>FDIC Unique Number (UNINUM)</b>	<a href="#">?</a> 16059
<b>FRB ID (RSS-ID)</b>	<a href="#">?</a> 83638
<b>FRB ID for Bank Holding Company (RSSDHCR)</b>	<a href="#">?</a> 1135972
<b>OCC Charter Number (CHARTER)</b>	<a href="#">?</a> 16804
<b>Docket Number (DOCKET)</b>	<a href="#">?</a> 14111



Engineering Solutions, LLC  
 (561) 866-5552  
 Info@ES-Engineers.com

September 11, 2025

Coral Gables Building Department  
 405 Biltmore Way, Coral Gables, FL 33134

**RE: 449 Anastasia Ave,  
 Coral Gables, FL 33134  
 Regarding the Current Structural Recertification**

Attn: Building Official

Engineering Solutions (ES) was retained by Grant Souviron, authorized representative for GABLES MAYFAIR LLC, to perform a visual structural assessment of the multifamily property located at the address referenced above.

On 09/10/2025, a licensed structural engineer from ES conducted a site visit to perform initial exterior evaluations. Localized minor deterioration was observed, including minor paint peeling and stucco cracks. No deficiencies observed show signs of widespread structural distress, nor were immediate safety concerns identified during the field evaluation.

**This letter is to confirm that, based on our professional opinion and visual assessments performed on & before 09/10/2025, the structure at the subject property is safe for continued occupancy.** The observed conditions do not present an immediate life-safety concern, and limited repairs are recommended to address the localized damage prior to submitting our final Structural Building Recertification. We are requesting a 90-day timeline extension to complete repairs for this property and provide a Structural Building Safety Certification.

Should you have any questions or require further clarification, please do not hesitate to contact me.

Sincerely,



**Roberto L. Lopez-Molina, P.E.**  
**Florida License No. 92482**

Senior Associate – Engineering Solutions, LLC  
 170 NE 2nd St, P.O. Box #1737  
 Boca Raton, FL 33429  
 Direct: 305-335-5340  
 Office/Admin/Accounting: 561-210-0190  
 Email: rmolina@ES-Engineers.com

THIS ITEM HAS BEEN DIGITALLY SIGNED & SEALED BY  
 ROBERTO LUIS LOPEZ-MOLINA, PE #92482. THE METHOD &  
 SOFTWARE USED COMPLIES WITH INTENT OF FLORIDA  
 STATUTE CHAPTER 471.  
 PRINTED COPIES ARE NOT CONSIDERED SIGNED & SEALED.