



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 07/19/2024

PROPERTY INFORMATION	
Folio	03-4108-006-0280
Property Address	350 MADEIRA AVE CORAL GABLES, FL 33134-4277
Owner	WALDO TOYOS , SUSANA S TOYOS
Mailing Address	PO BOX 142132 CORAL GABLES, FL 33114
Primary Zone	3803 MULTI-FAMILY 3
Primary Land Use	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	8 / 4 / 0
Floors	2
Living Units	4
Actual Area	3,074 Sq.Ft
Living Area	3,074 Sq.Ft
Adjusted Area	2,757 Sq.Ft
Lot Size	5,000 Sq.Ft
Year Built	1954

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$750,000	\$600,000	\$600,000
Building Value	\$198,945	\$186,511	\$186,511
Extra Feature Value	\$0	\$0	\$0
Market Value	\$948,945	\$786,511	\$786,511
Assessed Value	\$715,732	\$650,666	\$591,515

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	\$233,213	\$135,845	\$194,996

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

SHORT LEGAL DESCRIPTION	
CORAL GABLES SEC K PB 8-33	
LOTS 1 & 2 BLK 8	
LOT SIZE 50.000 X 100	
OR 16783-2685 0595 1	



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$715,732	\$650,666	\$591,515
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$948,945	\$786,511	\$786,511
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$715,732	\$650,666	\$591,515
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$715,732	\$650,666	\$591,515

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
06/19/2014	\$100	29204-3665	Corrective, tax or QCD; min consideration
05/01/1995	\$310,000	16783-2685	Sales which are qualified
10/01/1993	\$165,000	16084-4386	Sales which are qualified

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

350 Madeira Ave

<u>Owner (Property Appraiser and all Sunbiz addresses)</u> Waldo Toyos and Susana S. Toyos P.O. Box 142132 Coral Gables, FL 33114-2132	<u>Owner (mortgage address)</u> Waldo Toyos and Susana S. Toyos 837 Lorca St Coral Gables, FL 33134-2512
<u>Mortgagee (mortgage address)</u> First American Bank, as successor in interest to Continental National Bank of Miami 1801 SW 1st St Miami, FL 33135-1901	<u>Mortgagee (FDIC BankFind address)</u> First American Bank, as successor in interest to Continental National Bank of Miami 700 Busse Rd Elk Grove Village, IL 60007-2137
<u>Judgment Creditor</u> Sonia M. Blair 2920 Segovia St Coral Gables, FL 33134-6535	

City of Coral Gables

ONLINE SERVICES

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Permits and Inspections: Search Results

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 **New Permit Search**




Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
RC-15-08-4480	08/11/2015	350 MADEIRA AVE	BLDG RECERT / CRB	40 YEAR BUILDING RECERTIFICATION OR OLDER BUILT (1954)	final	08/11/2015	08/12/2015	0.00
ZN-12-09-0135	09/05/2012	350 MADEIRA AVE	PAINT / RESURFACE FL / CLEAN	PRESSURE CLEAN AND PAINT EXTERIOR WALLS SW 6107 NOMAEC DESERT (BEIGE) \$1000	final	09/05/2012	10/02/2012	0.00
CE-12-03-7682	03/07/2012	350 MADEIRA AVE	CODE ENF WARNING PROCESS	E-MAIL WARNING TRA CONSTRUCTION DEBRIS	final	03/07/2012	03/07/2012	0.00
BL-12-02-7202	02/14/2012	350 MADEIRA AVE	ROOF / LIGHT WEIGHT CONC	RE ROOF EAGLE BEL AIR PALM BEACH BLEND \$8,000	final	02/16/2012	03/15/2012	0.00
AB-12-02-6971	02/10/2012	350 MADEIRA AVE	BOA COMPLETE (LESS THAN \$75,000)	RE ROOF EAGLE BEL AIR PALM BEACH BLEND \$8000	final	02/10/2012	02/06/2023	0.00
BL-11-04-5247	04/04/2011	350 MADEIRA AVE	DOOR/GARAGE DOOR/SHUTTER/WINDOW	REPLACE 28 WINDOWS IMPACT \$8,000	final	04/08/2011	05/19/2011	0.00
AB-11-03-5493	03/09/2011	350 MADEIRA AVE	BOA COMPLETE (LESS THAN \$75,000)	REPLACEMNET OF (28) WINDOWS IMPACT \$8000	final	03/09/2011	02/03/2023	0.00
CE-10-07-5416	07/30/2010	350 MADEIRA AVE	CODE ENF TICKET PROCESS DAILY RUNNING FINE	T38306 SEC 5-1909 ZC (SNC) MAINTAINING MORE THAN 1 POLITICAL SIGN FOR THE SAME CANDIDATE / ISSUE PROHIBITED. PREVIOUSLY CITED 7/6/10 & 7/20/10.	final	07/30/2010	08/30/2010	0.00
CE-10-07-4702	07/20/2010	350 MADEIRA AVE	CODE ENF TICKET PROCESS - NO RUNNING FINE	T37675 SEC 5-1909 ZC (SNC) MAINTAINING MORE THAN ON CAMPAIGN SIGN ON PROPERTY FOR SAME CANDIDATE. ONE SIGN MUST BE REMOVED.	final	07/20/2010	08/26/2010	100.00
CE-10-07-3874	07/06/2010	350 MADEIRA AVE	CODE ENF WARNING PROCESS	WT6274 SEC 5-1909 ZC (SNC) MAINTAINING 2 OVER SIZE	pending	07/06/2010		0.00

POLITICAL
SIGNS. MAY ONLY
HAVE 1 SIGN NO
LARGER THAN
22" x 28" AND
MUST BE 5' FROM
R/W.

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

Showing 1 - 2 of 2 Records (PERMITS IN A PARCEL)

<input type="checkbox"/>	Parcel Number	Permit Number 	Address	Permit Type 	Permit Description 	Permit Status
<input type="checkbox"/>	0341080060280	BLDR-23-05-3615	350 MADEIRA AVE Coral Gables, FL 33134	FBC Residential	Cancelled due to user error	Cancelled
<input type="checkbox"/>	0341080060280	RECT-24-07-0381	350 MADEIRA AVE Coral Gables, FL 33134 -427	Building Recertification	BUILDING RECERTIFICATION (YEAR BUILT 1954) CRB CASE # 24-7810	Submitted



The City of Coral Gables

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

August 12, 2015

Waldo Toyos
Susana S. Toyos
P O Box 142132
Coral Gables, FL 33114

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

PROPERTY FOLIO: # 03-4108-006-0280
ADDRESS: 350 Madeira Ave

Dear Property Owner/Manager:

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

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

The expiration date of this approval, as stated in said Code, is 10 years from 2014. This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in the Florida Building Code.

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

Yours truly,

A handwritten signature in blue ink, appearing to read "Manuel Z. Lopez", is written over the typed name.

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 6844

WALDO TOYOS
SUSANA S TOYOS
PO BOX 142132
CORAL GABLES, FL 33114

RE: 350 MADEIRA AVE
FOLIO # 03-4108-006-0280

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 1954. 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.

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-energypub.tylerhost.net/Apps/selfservice/CoralGablesFLProd#/register>

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

<https://coralgablesfl-energypub.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-energypub.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 regarding any questions concerning building recertification.
Thank you for your prompt attention to this matter.



Manuel Z. Lopez, P.E.
Building Official

Tracking Number:

Remove X

70222410000291516844

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

Latest Update

Your item was picked up at the post office at 10:31 am on February 7, 2024 in MIAMI, FL 33134.

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Delivered, Individual Picked Up at Post Office

MIAMI, FL 33134

February 7, 2024, 10:31 am

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FAQs



CITY OF CORAL GABLES

DEVELOPMENT SERVICES DEPARTMENT
427 BILTMORE WAY
CORAL GABLES, FL 33134

5/10/2024

VIA CERTIFIED MAIL

7019 1640 0001 2647 4385

WALDO TOYOS
SUSANA S TOYOS
PO BOX 142132
CORAL GABLES, FL. 33114

**RE: 350 MADEIRA AVE
FOLIO # 03-4108-006-0280**

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

Dear Property Owner:

In a certified letter dated 1/31/2024, 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.
Deputy Building Official

Tracking Number:

Remove X

70191640000126474385

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Latest Update

Your item was picked up at the post office at 4:24 pm on May 20, 2024 in MIAMI, FL 33134.

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Delivered, Individual Picked Up at Post Office

MIAMI, FL 33134

May 20, 2024, 4:24 pm

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Contact USPS Tracking support for further assistance.

FAQs



CITY OF CORAL GABLES

7019 1640 0001 2647 4910

DEVELOPMENT SERVICES DEPARTMENT
427 BILTMORE WAY
CORAL GABLES, FL 33134

6/17/2024

WALDO TOYOS
SUSANA S TOYOS
PO BOX 142132
CORAL GABLES, FL 33114

RE: 350 MADEIRA AVE
FOLIO # 03-4117-007-1120
Notice of Required Inspection For Recertification of Building – **FINAL NOTICE**

Dear Property Owner:

In a certified letter dated 1/31/2024, 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 5/10/2024, 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 Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

Manuel Z. Lopez, P.E.
Building Official

Tracking Number:

Remove X

70191640000126474910

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Latest Update

Your item was picked up at the post office at 2:13 pm on June 24, 2024 in MIAMI, FL 33134.

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Delivered, Individual Picked Up at Post Office

MIAMI, FL 33134

June 24, 2024, 2:13 pm

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Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 24-7810
RECT-24-07-0381

vs.

Waldo Toyos and Susana S. Toyos
P.O. Box 142132
Coral Gables, FL 33114-2132
Respondent.

Return receipt number:

7019 1640 0001 2642 8760

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

Date: August 1, 2024

Re: 350 MADEIRA AVE, CORAL GABLES, FL. 33134-4277, LOTS 1 & 2, BLOCK 8, CORAL GABLES SECTION K, PB 8-33 and 03-4108-006-0280 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89 (10)(m) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code; as follows:

To date, the Owner has not submitted an inspection report conforming to the minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, pursuant to Section 8-11(f) of the Miami-Dade County Code ("Report"), stating that the Structure now meets the minimum code requirements ("Required Action").

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Board Room, 427 Biltmore Way, 1st floor, Coral Gables, Florida 33134, on August 12, 2024, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Virginia Goizueta, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250.

The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

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

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

Please govern yourself accordingly.



Virginia Goizueta
Secretary to the Board

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.

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

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

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.

cc: Waldo Toyos and Susana S. Toyos, 837 Lorca St., Coral Gables, FL 33134-2512

7019 1640 0001 2642 8777

First American Bank, as successor in interest to Continental National Bank of Miami, 1801 SW 1st St., Miami, FL 33135-1901

7019 1640 0001 2642 8784

First American Bank, as successor in interest to Continental National Bank of Miami,
700 Busse Rd., Elk Grove Village, IL 60007-2137

7019 1640 0001 2642 8791

Sonia M. Blair, 2920 Segovia St., Coral Gables, FL 33134-6535

7019 1640 0001 2642 8807



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Pending Building Recertification

I, Sebastian Ramos, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 350 Madeira Ave., ON 8/1/24 AT 10:20 am.

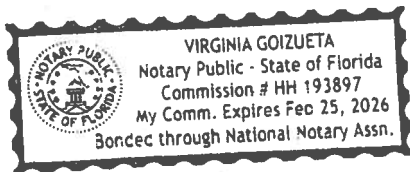
Sebastian Ramos
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 1st day of August, in the year 2024, by
Sebastian Ramos who is personally known to me.

My Commission Expires:



[Signature]
Notary Public

350 MADEIRA AVE





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

CITY OF CORAL GABLES,
Petitioner,

Case No. 24-7810
RECT-24-07-0381

vs.

Waldo Toyos and Susana S. Toyos
P.O. Box 142132
Coral Gables, FL 33114-2132
Respondent.

Return receipt number:

7019 1640 0001 2642 8760

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

Date: August 1, 2024

Re: 350 MADEIRA AVE, CORAL GABLES, FL. 33134-4277, LOTS 1 & 2, BLOCK 8, CORAL
GABLES SECTION K, PB 8-33 and 03-4108-006-0280 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89 (10)(m) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code; as follows:

To date, the Owner has not submitted an inspection report conforming to the minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, pursuant to Section 8-11(f) of the Miami-Dade County Code ("Report"), stating that the Structure now meets the minimum code requirements ("Required Action").

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Board Room, 427 Biltmore Way, 1st floor, Coral Gables, Florida 33134, on August 12, 2024, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Virginia Goizueta, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250.

OFFICE DEPOT®

This instrument prepared by:
Name: **Susana Toyos**
Address: **10261 SW 72nd St**
Unit C-101
Miami, FL 33173

Identification Number(s):
03-4108-006-0280

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed, Executed this ^{19th} day of June 2014 by **Susana Toyos, a married woman joined by her husband Waldo Toyos, Grantor** whose post office address is: **837 Lorca Street, Coral Gables, FL 33134** first part, to **Waldo Toyos and Susana S Toyos, Husband and Wife, Grantee** whose post office address is, ~~837 Lorca Street, Coral Gables, FL 33134~~ ^{+ P.O. Box 142132 Coral Gables FL 33114} *WJ*

(Wherever used herein the terms "first part" and "second part" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first part, for and in consideration of the sum **\$10.00**, in hand paid by the said second part, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Miami Dade County, State of Florida, to-wit:

Lots 1 and 2, in Block 8, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, at Page 33, of the Public Records of Dade County Florida

To Have and to Hold, The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signatures:

Print: Mariela Alvarez

Print: Annabel Fernandez

Print: Mariela Alvarez

Print: Anriabel Fernandez

Susana Toyos

Susana Toyos

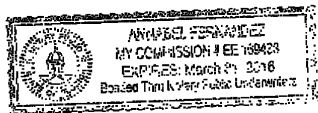
Waldo Toyos

Waldo Toyos

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ^{19th} day of June 2014 by **Susana Toyos and Waldo Toyos**, husband and wife who are personally known to me or who produced FDW as identification and who did/did not take an oath.

Notary Public Annabel Fernandez [seal]



Commission #
EE 169488
3/31/16

This instrument was prepared by and please return to:
Cesar R. Camacho, Attorney
Continental Bank Building
240 East Flagler Street
Miami, Florida 33131

OFF REC | 6893 PG 2229

95R340571 1995 AUG 23 10:30

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$216,041.36 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCES MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. The Bank applies all payments received first to interest and then to principal. In case of late payments your principal payments may not amortize according to schedule and the balloon payment will be increased accordingly.

THIS MORTGAGE DEED

EXECUTED this 16 th day of August, 1995, by SUSANA TOYOS (the "Borrower" referred to as the MORTGAGOR, to CONTINENTAL NATIONAL BANK OF MIAMI, a national banking association having its principal place of business at 1801 S.W. First Street, Miami, Florida 33135, hereinafter called the mortgagee: (Whenever the terms "mortgagor" and "mortgagee" are used herein they are deemed to include all the parties to this instrument, and its heirs, legal representatives and assigns of individuals, and successors and assigns of corporations, and the term "note" includes all the notes herein described if more than one).

WITNESSETH, THAT FOR GOOD AND VALUABLE CONSIDERATION, AND ALSO IN CONSIDERATION OF THE AGGREGATE SUM OF THE PROMISSORY NOTE OF EVEN DATE HERewith, HEREINAFTER DESCRIBED, THE MORTGAGOR HEREINAFTER GRANTS, BARGAINS, SELLS, ALIENS, REMISES, CONVEYS AND CONFIRMS UNTO THE MORTGAGEE ALL THE CERTAIN LAND OF WHICH THE MORTGAGOR IS NOW SEIZED AND IN POSSESSION, SITUATED IN DADE COUNTY, STATE OF FLORIDA, THE LEGAL DESCRIPTION OF WHICH IS:

Lots 1 and 2, Block 8, CORAL GABLES SECTION
"K" according to the Plat thereof as recorded on in Plat
Book 8 at Page 33 of the Public Records of Dade
County, Florida.
A/K/A 350 Madeira Avenue, Coral Gables, Florida
Folio Nr. 03-4108-006-0280
Census Tract: 62.00

DDCSTPMTG 840.00 INTNG 480.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

If all or any part of the Property or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee, may at its option, require immediate payment in full of all sums secured by this mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. Such notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand, invoke any remedies permitted by this Mortgage.

This mortgage is intended to secure future advances in a sum not to exceed Five Hundred Thousand Dollars and Zero Zero Cents (\$500,000.00), in addition to present principal balance, which may be made at the option of CONTINENTAL NATIONAL BANK OF MIAMI, to the same extent as if made on the date of execution of this mortgage. Fla. Stat. 697.04.

TO HAVE AND TO HOLD, the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits therefrom, unto the mortgagee, in fee simple.

AND, the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may be reasonably required; that the mortgagors hereby fully warrant the title to said land and will defend the same against the claims of all persons whomsoever; and that the said land is free and clear of all encumbrances.

PROVIDED ALWAYS, that if said mortgagor shall pay unto said mortgagee the certain promissory note herein substantially copied, identified or copy attached hereto, to wit: A PROMISSORY NOTE in the principal sum of Two Hundred Forty Thousand Dollars and Zero Cents (\$240,000.00) and shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this mortgage, the estate created thereby shall cease, terminate and be null and void.

AND, the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or

150

hereafter on said land fully insured in a sum of not less than highest insurable value, in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and, in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagors for any surplus; to pay all costs, charges, and expenses, including lawyers' fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage or either. In the event the mortgagor fails to pay any tax, assessment, insurance premium or other sum of money payable by virtue of said note, and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date hereof at the highest lawful rate then allowed by the law of the State of Florida.

OFF REC 6893 PG 2230

IF ANY SUM of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every of the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and the mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein provided to the contrary notwithstanding. Failure of the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

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

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$216,041.36 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCES MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

The Bank applies all payments received first to interest and then to principal. In case of late payments your principal payments may not amortize according to schedule and the balloon payment will be increased accordingly.

Mortgagor:

Susana Toyos

Susana Toyos
837 Lorca Street, Coral Gables, Florida 33314

STATE OF FLORIDA)

COUNTY OF DADE)

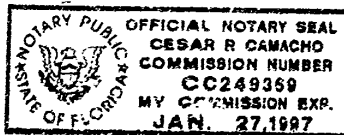
I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Susana Toyos, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following forms of identification of the above-named person: personal knowledge, and that an oath (was) (was not) taken.

Witness my hand and seal in the County and State last aforesaid this 18th day of July, 1995.

Cesar R Camacho
Notary Signature

Notary Stamp

Cesar R Camacho
Printed Notary Signature



CONTINENTAL NATIONAL BANK OF MIAMI
COMMERCIAL MORTGAGE PROMISSORY NOTE
(Secured by Real Property in Dade County)

\$ 240,000.00

DATE: _____, 1995
Miami, Florida

FOR VALUE RECEIVED, the undersigned promise to pay to the order of CONTINENTAL NATIONAL BANK OF MIAMI, ("BANK"), at its principal place of business at 1801 S.W. First Street, Miami, Florida, 33135, or at such other place as the holder hereof from time to time may designate in writing, the principal sum of:

TWO HUNDRED FORTY THOUSAND DOLLARS and No Cents (\$240,000.00)

together with interest at the rate of **TEN PER-CENT (10.00%) FIXED RATE PAYABLE MONTHLY**, from date of execution hereof until maturity, both principal and interest payable in lawful money of the United States, such principal sum and interest payable as follows:

Five Year Note calling for 59 Monthly Payments of \$2,316.05 (Two Thousand Three Hundred Sixteen Dollars and 05/00 cents) which include principal and interest and one final balloon payment on the 60th month of \$216,041.36 (Two Hundred Fifteen Thousand Forty One Dollars and 36/00 cents) plus interest, if any. The Bank applies all payments received first to interest and then to principal. In case of late payments your principal payments may not amortize according to schedule and your final balloon payment will increase accordingly.

The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. If this note (interest, principal or both) is payable in installments then, in the event that any payment is overdue for ten days or more, there will be a penalty imposed of 5% of the late payment due.

If this note is payable at maturity or there is a balloon payment due at maturity, then, in the event that said payment is overdue for ten days or more, the interest on the total principal balance due shall increase, up to the maximum amount permitted by law until interest and principal are fully paid.

This note is secured by a mortgage of even date herewith and is to be construed and enforced according to its tenor under the laws of the State of Florida; upon default of any payment due hereunder when due, the whole sum of principal and interest accrued and unpaid shall, at the option of the holder(s) hereof, become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default. This Note is secured by Real Property in Dade County, Florida, the legal description being:

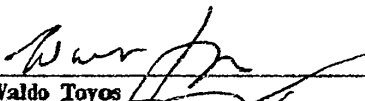
Lots 1 and 2, Block 8, CORAL GABLES SECTION
"K" according to the Plat thereof as recorded on in
Plat Book 8 at Page 33 of the Public Records of Dade
County, Florida.
A/K/A 350 Madeira Avenue, Coral Gables, Florida
Folio Nr. 03-4108-006-0280
Census Tract: 62.00

The Makers hereby represent and certify that this extension of credit secured by the Mortgage is exempt from any and all provision of the Federal Consumers Credit Protection Act. (Truth-in-Lending) and Regulation "Z" of the Board of Governors of the Federal Reserve System (Except insofar as RESPA may apply), because the proceeds of the future advance described herein will be used for the business or commercial purposes of Borrower other than agricultural purposes and the proceeds are not being used for personal, family, household or agricultural purposes. The collateral securing this note is an investment property and not the Maker's dwelling.

Payable at:
Miami, Florida

MAKERS:

RECORDED IN OFFICIAL RECORDS BOOKS
OF DADE COUNTY, FLORIDA.
RECORD NUMBER
HARVEY RUVIN,
Clerk of Circuit & County
Clerk


Waldo Toyos


Susana Toyos

OFF. REC. 1938300979

**RENEWAL/EXTENSION
CONTINENTAL NATIONAL BANK OF MIAMI
COMMERCIAL MORTGAGE PROMISSORY NOTE**

(Secured by Real Property In Miami-Dade County)

\$218,245.94

DATE: , 2000
Miami, Florida

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of CONTINENTAL NATIONAL BANK OF MIAMI, ("BANK"), at its principal place of business at 1801 S.W. First Street, Miami, Florida 33135, or at such other place as the holder hereof from time to time may designate in writing, the principal sum of:

**TWO HUNDRED AND EIGHTEEN THOUSAND TWO HUNDRED FORTY FIVE DOLLARS
AND NINETY FOUR CENTS (\$218,245.94)**

Six Month Note calling for monthly payments of \$2,316.65 (Two Thousand Three Hundred and Sixteen Dollars and 65/100 cents) which include principal and interest and one final balloon payment on the 6th month of \$215,028.02 (Two Hundred Fifteen and Twenty Eight Dollars and 02/100 cents), plus interest, if any. The Bank applies all payments received first to interest and then to principal. In case of late payments your principal payments may not amortize according to schedule and you final balloon payment will increase accordingly.

The maker and endorser of this note further agrees to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. If this note (interest, principal or both) is payable in installments then, in the event that any payment is overdue for ten days or more, there will be a penalty imposed of 5% of the late payment due. If this note is payable at maturity or there is a balloon payment due at maturity, then, in the event that any payment is overdue for ten days or more, the interest on the total principal balance due shall increase, up to the maximum amount permitted by law until interest and principal are fully paid. Borrower is in default under this note if Borrower does not make a payment when due under this note, or if Borrower or operating company; A) Falls do any thing required by this note and other loan documents; B) Defaults on any other loan with Lender; C) Does not preserve or account to Lender's satisfaction for any of the collateral or its proceeds; D) Does not disclose, or anyone acting on their behalf does not disclose any material fact to Lender; E) Makes or anyone acting on their behalf make a materially false or misleading representation to Lender; F) Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect the Borrower's ability to pay this note; G) Fails to pay any taxes when due; H) Becomes the subject of a proceeding under any bankruptcy or insolvency law; (I) Has a receiver or liquidator appointed for any part of their business or property; J) Makes an assignment for the benefit of creditors; K) Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this note; L) Reorganizes mergers, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent, or; M) Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this note; N) Any threatened contamination of the property at any time during the term of any credit extended hereunder, and for any cause or reason, shall be an event of material default and shall entitle the Bank to exercise any and all remedies, in law and equity, necessary convenient to protect its interest. The Borrower will indemnify and hold Lender harmless against any and all damages, claims or causes of action arising from the previous, present or ongoing usage of the property relating to the presence, release or discharge of toxic or hazardous substances, petroleum, petroleum products, chemicals, pollutants or other contaminants on the property. This note is secured by a mortgage of even date herewith and is to be construed and enforced according to its tenor under the laws of the State of Florida; upon default of any payment due hereunder when due, the whole sum of principal and interest accrued and unpaid shall, at the option of the holder(s) hereof, become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default. This Note is secured by real property in Miami-Dade County, Florida, the legal description being: Lots 1 and 2, in Block 8, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, at Page 33, of the Public Records of Dade County, Florida, a/k/a 350 Madeira Avenue, Coral Gables, Florida 33134. Folio No: 03-4108-006-0280.

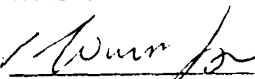

THE MAKER AND ENDORSERS VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A JURY TRIAL IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR THE MORTGAGE BY WHICH IT IS SECURED, OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IF THE SUBJECT MATTER OF ANY SUCH LITIGATION IS ONE OF WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NEITHER THE BORROWER NOR THE LENDER SHALL PRESENT A NON-COMPULSORY COUNTERCLAIM IN SUCH LITIGATION, OR ANY CLAIM ARISING OUT OF THIS NOTE OR MORTGAGE BY WHICH IT IS SECURED. FURTHERMORE, NEITHER THE LENDER NOR THE BORROWER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER'S EXTENDING THE CREDIT TO BORROWER.

THIS NOTE MATURES AND IS DUE AND PAYABLE ON FEBRUARY 22, 2001

Payable at:
Miami, Florida

MAKERS:

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


Waldo Toyos

Susana Toyos

**RENEWAL/EXTENSION
CONTINENTAL NATIONAL BANK OF MIAMI
COMMERCIAL MORTGAGE PROMISSORY NOTE**

(Secured by Real Property in Miami-Dade County)

\$214,747.28

DATE: February 22, 2001
Miami, Florida

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of CONTINENTAL NATIONAL BANK OF MIAMI, ("BANK"), at its principal place of business at 1801 S.W. First Street, Miami, Florida 33135, or at such other place as the holder hereof from time to time may designate in writing, the principal sum of:

**TWO HUNDRED AND FOURTEEN THOUSAND SEVEN HUNDRED FORTY SEVEN DOLLARS
AND TWENTY EIGHT CENTS (\$214,747.28)**

Four Month Note calling for monthly payments of \$2,316.05 (Two Thousand Three Hundred and Sixteen Dollars and Five cents) which include principal and interest and one final balloon payment on the 4th month of \$214,387.35 (Two Hundred Fourteen and Three Hundred and Eighty Seven Dollars and 35/100 cents), plus interest, if any. The Bank applies all payments received first to interest and then to principal. In case of late payments your principal payments may not amortize according to schedule and you final balloon payment will increase accordingly.

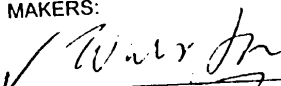
The maker and endorser of this note further agrees to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. If this note (interest, principal or both) is payable in installments then, in the event that any payment is overdue for ten days or more, there will be a penalty imposed of 5% of the late payment due. If this note is payable at maturity or there is a balloon payment due at maturity, then, in the event that any payment is overdue for ten days or more, the interest on the total principal balance due shall increase, up to the maximum amount permitted by law until interest and principal are fully paid. Borrower is in default under this note if Borrower does not make a payment when due under this note, or if Borrower or operating company; A) Fails to do any thing required by this note and other loan documents; B) Defaults on any other loan with Lender; C) Does not preserve or account to Lender's satisfaction for any of the collateral or its proceeds; D) Does not disclose, or anyone acting on their behalf does not disclose any material fact to Lender; E) Makes or anyone acting on their behalf make a materially false or misleading representation to Lender; F) Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect the Borrower's ability to pay this note; G) Fails to pay any taxes when due; H) Becomes the subject of a proceeding under any bankruptcy or insolvency law; I) Has a receiver or liquidator appointed for any part of their business or property; J) Makes an assignment for the benefit of creditors; K) Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this note; L) Reorganizes mergers, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent, or M) Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this note; N) Any threatened contamination of the property at any time during the term of any credit extended hereunder, and for any cause or reason, shall be an event of material default and shall entitle the Bank to exercise any and all remedies, in law and equity, necessary and convenient to protect its interest. The Borrower will indemnify and hold Lender harmless against any and all damages, claims or causes of action arising from the previous, present or ongoing usage of the property relating to the presence, release or discharge of toxic or hazardous substances, petroleum, petroleum products, chemicals, pollutants or other contaminants on the property. This note is secured by a mortgage of even date herewith and is to be construed and enforced according to its tenor under the laws of the State of Florida; upon default of any payment due hereunder when due, the whole sum of principal and interest accrued and unpaid shall, at the option of the holder(s) hereof, become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default. This Note is secured by real property in Miami-Dade County, Florida, the legal description being: Lots 1 and 2, in Block 8, of CORAL GABLES SECTION K, according to the Plat thereof, as recorded in Plat Book 8, at Page 33, of the Public Records of Dade County, Florida, a/k/a 350 Madeira Avenue, Coral Gables, Florida 33134. Folio No: 03-4108-006-0280.

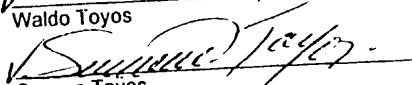
THE MAKER AND ENDORSERS VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A JURY TRIAL IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR THE MORTGAGE BY WHICH IT IS SECURED, OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IF THE SUBJECT MATTER OF ANY SUCH LITIGATION IS ONE OF WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NEITHER THE BORROWER NOR THE LENDER SHALL PRESENT A NON-COMPULSORY COUNTERCLAIM IN SUCH LITIGATION, OR ANY CLAIM ARISING OUT OF THIS NOTE OR MORTGAGE BY WHICH IT IS SECURED. FURTHERMORE, NEITHER THE LENDER NOR THE BORROWER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER'S EXTENDING THE CREDIT TO BORROWER.

THIS NOTE MATURES AND IS DUE AND PAYABLE ON JUNE 26, 2001

Payable to:
Miami, Florida

MAKERS:



Waldo Toyos


Susana Toyos

RECORDED
HARVEY RUVIN
DEPT. OF COUNTY CLERK

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Succeeding Institution

Continental National Bank



Institution Details

Data as of 07/19/2024



Institution Closed

Merged or acquired on 10/23/2019 without government assistance

FDIC Cert

21578

Established

05/10/1974

Bank Charter Class

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

Primary Federal Regulator

Comptroller of the Currency

Main Office Address

1801 S.W. 1st Street
Miami, FL 33135

Financial Information

[Create financial reports for this institution](#)

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**First American Bank
Cert - 3657**



FDIC Insured
Since 01/01/1934

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First American Bank



Institution Details

Data as of 07/19/2024



FDIC Insured
Since 01/01/1934

FDIC Cert #

3657

Established

03/26/1901

Bank Charter Class

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

Primary Federal Regulator

Federal Deposit Insurance Corporation

Main Office Address

700 Busse Rd
Elk Grove Village, IL 60007

Primary Website

www.firstambank.com

Locations

59 domestic locations: 3 states and 0 territories.
0 in foreign locations.

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59 Branch Offices

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Address

2335	Main Office	First American Bank	700 Busse Rd Elk Grove Village, IL 60007	Elk Grove Village	Cook	IL	I
5930	3	Hampshire Facility	201 S State St Hampshire, IL 60140	Hampshire	Kane	IL	B
201685	4	Dundee Branch	218 W Main St Dundee, IL 60118	Dundee	Kane	IL	B
223047	6	Melrose Park Branch	2001 N Mannheim Rd Melrose Park, IL 60160	Melrose Park	Cook	IL	B
223048	7	Riverside Facility	15 Riverside Rd Riverside, IL 60546	Riverside	Cook	IL	B
3927	8	Buffalo Grove Branch	1 Bank Ln Buffalo Grove, IL 60089	Buffalo Grove	Lake	IL	B
208107	9	Lindenhurst Facility	1906 E Grand Ave Lindenhurst, IL 60046	Lindenhurst	Lake	IL	B
208108	10	Grand Avenue Facility	500 E Grand Ave Lake Villa, IL 60046	Lake Villa	Lake	IL	B
208109	11	Milwaukee Avenue Facility	701 N Milwaukee Ave Vernon Hills, IL	Vernon Hills	Lake	IL	B

			60061					
11736	12	North Elston Branch	5000 N Elston Ave Chicago, IL 60630	Chicago	Cook	IL	B	
242775	13	Springhill Branch	261 S Western Ave Carpentersville, IL 60110	Carpentersville	Kane	IL	B	
242776	14	Skokie Branch	4611 Golf Rd Skokie, IL 60076	Skokie	Cook	IL	B	
15589	15	Stratford Branch	80 Stratford Square Drive Bloomington, IL 60108	Bloomington	Dupage	IL	B	
254486	16	Addison Branch	1780 W Fullerton Ave Addison, IL 60101	Addison	Dupage	IL	B	
201686	17	Naperville Branch	700 E Ogden Ave Naperville, IL 60563	Naperville	Dupage	IL	B	
201687	18	Diversey Branch	1345 W Diversey Pkwy Chicago, IL 60614	Chicago	Cook	IL	B	
201688	19	Monroe Branch	33 W Monroe St Chicago, IL 60603	Chicago	Cook	IL	B	
			1789 S Randall					

Branch ID	Branch Number	Branch Name	Address	City	County	State	Branch Type
201689	20	Geneva Branch	1700 S Randall Rd Geneva, IL 60134	Geneva	Kane	IL	B
201690	21	Lake Zurich Branch	33 S Rand Rd Lake Zurich, IL 60047	Lake Zurich	Lake	IL	B
201691	22	Glen Ellyn Branch	830 Roosevelt Rd Glen Ellyn, IL 60137	Glen Ellyn	Dupage	IL	B
12194	23	Joliet Branch	1818 W Jefferson St Joliet, IL 60435	Joliet	Will	IL	B
244693	24	Louis Joliet Mall Branch	3205 Mall Loop Dr Joliet, IL 60431	Joliet	Will	IL	B
12466	25	Kankakee Branch	101 Meadowview Ctr Kankakee, IL 60901	Kankakee	Kankakee	IL	B
245785	26	Bourbonnais Facility	288 Main St Nw Bourbonnais, IL 60914	Bourbonnais	Kankakee	IL	B
245786	27	Oak Lawn Branch	6200 W 95th St Oak Lawn, IL 60453	Oak Lawn	Cook	IL	B

IN THE CIRCUIT COURT OF THE
11th JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 06-11050 CA 06

SONIA M. BLAIR, INC.,
a Florida corporation,

Plaintiff,

vs.

RAMSGATE N.V. INC., a foreign
corporation, SWIRE REALTY, INC.,
a Florida corporation, GABLES
CORINTHIAN PLAZA, LLC, a Florida
corporation, WALDO TOYOS, SUSANA
TOYOS, and WALDO TOYOS III,

Defendants.

2007 JUN 19 09:21:50
CLERK OF COURT
MIAMI-DADE COUNTY
FLORIDA

FINAL JUDGMENT

THIS CAUSE came to be heard on this 18th day of June, 2007, upon the Plaintiff's, SONIA M. BLAIR, INC. ("BLAIR"), Motion to Enforce Non-binding Arbitration Award and the Court having heard argument of counsel, reviewed the case law presented by counsel, reviewed the Court file, and being otherwise fully advised in the premises, hereupon finds as follows:

1. On October 5, 2006, the Court entered an order referring the above-styled cause to non-binding arbitration pursuant to section 44.103, Florida Statutes, and Rules 1.700, 1.800, 1.810 and 1.820, Florida Rules of Civil Procedure;
2. The Honorable Herbert Stettin conducted the non-binding arbitration in the above-styled action on February 13, 2007;

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

3. Judge Stettin ruled in favor of BLAIR and against Defendants, WALDO TOYOS III and GABLES CORINTHIAN PLAZA, LLC ("DEFENDANTS"), and adopted his findings which were dictated in the record;


4. On March 5, 2007, Judge Stettin awarded BLAIR damages equal to three (3%) percent of \$8.7 million contract price called for by the second contract and notified both parties of same in writing;

ACCORDINGLY it is hereby ORDERED and ADJUDGED that BLAIR'S, Motion to Enforce Non-binding Arbitration Award is hereby GRANTED. Final Judgment is entered in favor of Plaintiff, SONIA M. BLAIR, INC., and against Defendants, WALDO TOYOS III ("TOYOS") and GABLES CORINTHIAN PLAZA, LLC ("GABLES") (collectively "DEFENDANTS"). There is now due and owing from DEFENDANTS, jointly and severally, \$261,000.00 in principal, \$31,537.50 in prejudgment interest (9% per annum from March 28, 2006, through December 31, 2006, and 11% per annum from January 1, 2007, through April 24, 2007), all of which shall bear interest at the ~~statutory rate of eleven (11%) percent per annum from the date of this Final Judgment~~ and thereafter at the prevailing rate per year as provided for by Florida Statute and for which let execution issue.

This Court shall retain jurisdiction of this case to determine BLAIR'S entitlement

attorney's fees and costs and the amount thereof and to enter such further orders as are necessary and proper to enforce the provisions of the Non-binding Arbitration Award and this Final Judgment.

ORDERED at Miami-Dade County, Florida, on this 18 day of June, 2007.


~~HONORABLE SCOTT J. SILVERMAN~~
~~CIRCUIT COURT JUDGE~~
SCOTT J. SILVERMAN
CIRCUIT COURT

Judgment Creditor:
Sonia M. Blair, Inc.
2920 Segovia Street
Coral Gables, Florida 33134

Judgment Debtors:
Waldo Toyos III
823 Cortez Street
Coral Gables, Florida 33134

Gables Corinthian Plaza, LLC
837 Lorca Street
Coral Gables, Florida 33134

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office. June 18, 2007

HARVEY RUVIN, Clerk of Circuit and County Courts

Deputy Clerk 



Copies provided to:

Jorge L. Piedra, Esquire
Benjamin Alvarez, Esquire
Juan Martinez, Esquire