



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/4/2019

Property Information	
Folio:	03-4117-008-5130
Property Address:	640 SANTANDER AVE Coral Gables, FL 33134-6591
Owner	K N L M INC
Mailing Address	6365 COLLINS AVE #2005 MIAMI BEACH, FL 33141-9618
PA Primary Zone	5002 HOTELS & MOTELS - GENERAL High Density
Primary Land Use	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths / Half	8 / 8 / 0
Floors	2
Living Units	8
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	5,323 Sq.Ft
Lot Size	10,000 Sq.Ft
Year Built	1959



Assessment Information			
Year	2019	2018	2017
Land Value	\$1,000,000	\$900,000	\$750,000
Building Value	\$302,485	\$272,237	\$250,000
XF Value	\$0	\$0	\$0
Market Value	\$1,302,485	\$1,172,237	\$1,000,000
Assessed Value	\$1,123,789	\$1,021,627	\$928,752

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	\$178,696	\$150,610	\$71,248
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 1 & 2 BLK 33 LOT SIZE 100.000 X 100 OR 17921-2639 1297 1	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,123,789	\$1,021,627	\$928,752
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,302,485	\$1,172,237	\$1,000,000
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,123,789	\$1,021,627	\$928,752
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,123,789	\$1,021,627	\$928,752

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/1997	\$560,000	17921-2639	Sales which are qualified
10/01/1993	\$500,000	16118-1492	Sales which are qualified
01/01/1983	\$375,000	11673-0055	Sales which are qualified
06/01/1980	\$220,000	10799-2271	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>

Version:

CITY'S

EXHIBIT

640 Santander Avenue

<u>Owner (PA address)</u> K. N. L. M., Inc. 6365 Collins Ave, #2005 Miami Beach, FL 33141-9618	<u>Owner (RA address)</u> K. N. L. M., Inc. c/o Nil Lara 640 Santander Ave, #8 Coral Gables, FL 33134-6506
<u>Mortgagee</u> Merle Montero 836 Columbus Blvd Coral Gables, FL 33134-2305	

City of Coral Gables

ONLINE SERVICES

[Home](#) [Citizen Services](#) [Business Services](#) [Back to Coral Gables.com](#)
Permits and Inspections: Search Results
[Logon](#) [Help](#) [Contact](#)

New Permit Search

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
RC-19-09-3406	09/04/2019	640 SANTANDER AVE	BLDG RECERT / CRB	BUILDING RECERTIFICATION (1959) CONSTRUCTION REGULATION BOARD CASE #19-9154 AND UNSAFE STRUCTURES	approved			980.63
ZN-16-05-7006	05/18/2016	640 SANTANDER AVE	PAINT / RESURFACE FL / CLEAN	PRESSURE CLEAN & PAINTING EXT WALLS SW 7000 (IVIS WHITE) \$5,000	stop work	05/18/2016		0.00
BL-15-12-4676	12/01/2015	640 SANTANDER AVE	ROOF / LIGHT WEIGHT CONC	BEL AIR LOW PROFILEN CONCRETE TILES \$28551	final	12/02/2015	12/23/2015	0.00
AB-15-11-5916	11/18/2015	640 SANTANDER AVE	BOA COMPLETE (LESS THAN \$75,000)	**COM** BEL AIR LOW PROFILEN CONCRETE TILES \$28551	final	11/18/2015	12/23/2015	0.00
CE-10-05-5200	05/28/2010	640 SANTANDER AVE	CODE ENF WARNING PROCESS	WT5772 CE WARNING 62-133 CITY CODE (ROW) PAVERS ON SWALE WITHOUT PERMIT (IN FRONT OF #7)	final	05/28/2010	05/28/2010	0.00

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

CITY'S

EXHIBIT

2



City of Coral Gables Fire Department

Fire Prevention Division

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

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

Occupant Name:	640 Santander Ave. Apartments - 8 units	Inspection Date:	7/3/2018
Address:	640 Santander Avenue	InspectionType:	AA-Tactical, Apartment / Condo
City:	Coral Gables	Inspected By:	Leonard Veight 305-460-5577 lveight@coralgables.com
Suite:		Occ. Sq. Ft.:	0
		Occupant Number:	018572

No violations noted at this time.

Company Representative:

No Signature
7/3/2018
Signature valid only in mobile-eyes documents

Inspector:

No Signature
7/3/2018
Signature valid only in mobile-eyes documents

Leonard Veight
7/3/2018

Ref: 74050

CITY'S

EXHIBIT

3



The City of Coral Gables

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

February 11, 2019

K N I M INC
6365 COLLINS AVE #2005
MIAMI BEACH, FL 33141-9618

VIA CERTIFIED MAIL

7018 2290 0001 6692 1020

RE: 640 SANTANDER AVE
FOLIO # 03-4117-008-5130
Notice of Required Inspection For Recertification of 40 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in 1959. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) cover letter(s) stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). Submittal of the Report does not constitute recertification; it must be approved by this Department and the Letter of Recertification must be issued.

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

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

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

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

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

CITY'S

EXHIBIT

Composite
4

[FAQs > \(https://www.usps.com/faqs/uspstracking-faqs.htm\)](https://www.usps.com/faqs/uspstracking-faqs.htm)

Track Another Package +

Tracking Number: 70182290000166921020

Remove X

Your item was delivered to the front desk, reception area, or mail room at 2:58 pm on February 15, 2019 in MIAMI BEACH, FL 33141.

**Delivered**

February 15, 2019 at 2:58 pm

Delivered, Front Desk/Reception/Mail Room

MIAMI BEACH, FL 33141

Feedback

Tracking History

**February 15, 2019, 2:58 pm**

Delivered, Front Desk/Reception/Mail Room

MIAMI BEACH, FL 33141

Your item was delivered to the front desk, reception area, or mail room at 2:58 pm on February 15, 2019 in MIAMI BEACH, FL 33141.

February 15, 2019

In Transit to Next Facility

February 13, 2019, 2:27 am

Departed USPS Regional Facility

MIAMI FL DISTRIBUTION CENTER

February 12, 2019, 7:41 pm

Arrived at USPS Regional Facility

MIAMI FL DISTRIBUTION CENTER



The City of Coral Gables

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

5/16/2019

K N L M INC
6365 COLLINS AVE #2005
MIAMI BEACH, FL 33141-9618

RE: 640 SANTANDER AVE

FOLIO # 03-4117-008-5130

Notice of Required Inspection For Recertification of 40 Years or Older Building – **SECOND NOTICE**

Dear Property Owner:

In a certified letter dated February 11, 2019, 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 licensed architect or engineer within ninety (90) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building 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 letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies). In order to avoid delays submit the completed Report in person in order to calculate all fees accordingly.

Failure to submit the completed Report within thirty (30) calendar days from the date of this Notice will result in forwarding the matter to the City's Construction Regulation Board for further review and determination; additional fees will be incurred at that time. The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Belkys Garcia at bgarcia@coralgables.com if any questions regarding this matter.

Please govern yourself accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Manuel Z. Lopez".

Manuel Z. Lopez, P.E.
Building Official



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

6/19/2019

K N L M INC
6365 COLLINS AVE #2005
MIAMI BEACH, FL 33141-9618

RE: 640 SANTANDER AVE
FOLIO # 03-4117-008-5130

Notice of Required Inspection For Recertification of 40 Years or Older Building – **FINAL NOTICE**

Dear Property Owner:

In a certified letter dated February 11, 2019, 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 16, 2019, informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within thirty (30) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification. As of this date, the completed Report has not been submitted and the **structure is presumed unsafe** due to non-compliance.

A completed Report includes: 1) cover letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies).

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, it 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, 7:30 am to 2:30 pm to this Department. Contact Belkys Garcia at bgarcia@coralgables.com if any questions regarding this matter.

Please govern yourself accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Manuel Z. Lopez".

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. 19-9154

vs.

K. N. L. M, INC.
6365 Collins Avenue #205
Miami Beach, Florida 33141-9618

Return receipt number:

7018 2290 0001 6693 8400

Respondent.

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

Date: September 23, 2019

Re: **640 Santander Avenue**, Coral Gables, Florida 33134-6591 and legally described as Lots 1 & 2, Block 33, of CORAL GABLES BILTMORE SECTION, according to the Plat thereof, as recorded in Plat Book 20, Page 28, of the Public Records of Miami-Dade County, Florida; and having folio number 03-4117-008-5130 ("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 105-1 86(j)(13) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

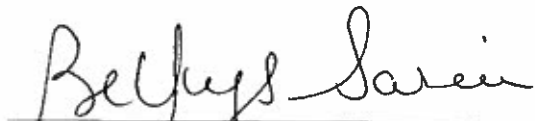
Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Commission Chambers, City Hall, 405 Biltmore Way, 2nd Floor, Coral Gables, Florida 33134, on October 7, 2019, at 2:00 p.m.

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 Belkys Garcia, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134. bgarcia@coralgables.com, tel: (305) 460-5229. 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.


Belkys Garcia, 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.

Presentations made to this Board are subject to the City's False Claims Ordinance, Chapter 39 of the City of Coral Gables Code.

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

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

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

c:

K. N. L. M., Inc., c/o Nil Lara, 640 Santander Avenue #8, Coral Gables, Florida 33134-6506
Merle Montero, 836 Columbus Boulevard, Coral Gables, Florida 33134-2305



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 19-9154

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

I, Jose Paz, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 640 Santander, ON 9-23-19
AT 9:00 am Avenue

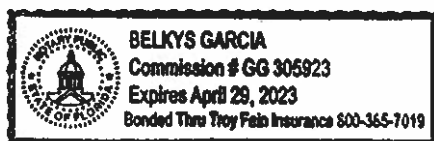
JOSE PAZ
Employee's Printed Name

[Signature]
Employee's Signature

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

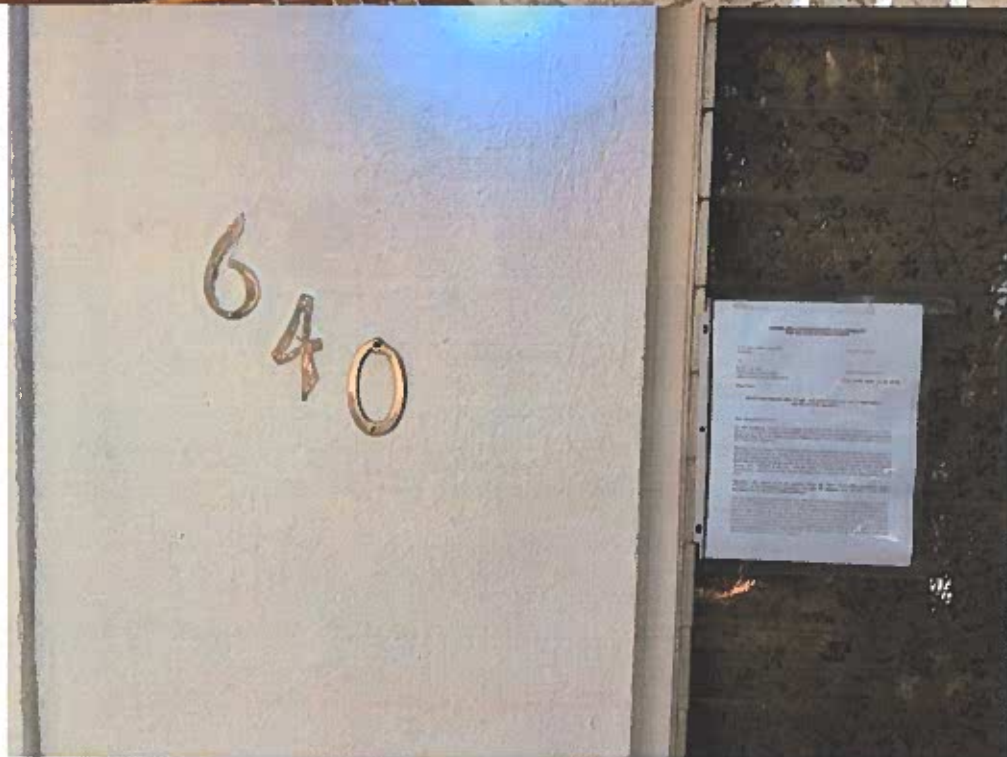
Sworn to (or affirmed) and subscribed before me this 23rd day of September in
the year 2019, by Jose Paz who is personally known to
me.

My Commission Expires:



Belkys Garcia
Notary Public

640 SANTANDER AVENUE



OFF. REC. 179212639

Return to:

(indicate self-addressed envelope)

Name:
Address:

This Instrument Prepared by:

Name: Laura L. Russo, Requirin
Russo & Baker, P.A.
Address: 4675 Ponce de Leon Blvd.,
Suite #101
Coral Gables, FL 33146

Property Appraiser's

Parcel Identification No: 03-411-002-1130

WARRANTY DEED

THIS INDENTURE, made this 22nd day of December, 1997, Between BILTMORE RENTALS, a Florida General Partnership, of the County of Dade, State of Florida, Grantor*, and K.N.L.M., INC., a Florida corporation, and whose post office address is: 7311 Pines Avenue, Coral Gables, Florida 33134, of the County of Dade, State of Florida, Grantee*,

WITNESSETH: That said Grantor, for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Dade County, Florida, to-wit:

Lots 1 and 2, Block 33, of CORAL GABLES BILTMORE SECTION, according to the Plat thereof, as recorded in Plat Book 20 Page 28, of the Public Records of Dade County, Florida.

SUBJECT TO: Restrictions, reservations and easements of record, if any, which are not reimposed hereby, and taxes subsequent to December 31, 1997.

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

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

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

22

OFF. 1792182640

Signed, sealed and delivered
in the presence of:

BILTMORE RENTALS, a Florida
General Partnership

(Witness)

(Printed name)

(Witness)

(Printed Name)

By: PRIME RENTALS, INC., a Florida
corporation, Partner

By: David Beda
DAVID BEDA, President

Post Office Address:

(Witness)

(Printed Name)

(Witness)

(Printed Name)

By: OTOBONI INVESTMENTS, INC., a
Florida corporation, Partner

By: Samuel Azout
SAMUEL AZOUT, President

Post Office Address:

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 10
day of December, 1997, by DAVID BEDA, President
PRIME RENTALS, Inc. a Florida corporation, and by SAMUEL AZOUT,
President of OTOBONI INVESTMENTS, INC., a Florida corporation,
partners of BILTMORE RENTALS, INC., a Florida General Partnership,
who are personally known to me or who have produced
as identification.



MAYDA FERNANDEZ
My Commission CG5033
Expires Oct 18, 1999

(Printed Name of Notary Public)

My Commission Expires:

NOTARY PUBLIC
MAYDA FERNANDEZ
CG5033
EXPIRES OCT 18, 1999



DIVISION of
CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

K.N.L.M., INC.

Filing Information

Document Number P97000104960

FE/EIN Number 65-0801215

Date Filed 12/12/1997

State FL

Status ACTIVE

Principal Address

640 SANTANDER AVE

8

CORAL GABLES, FL 33134

Changed: 04/04/2019

Mailing Address

640 SANTANDER AVE

8

CORAL GABLES, FL 33134

Changed: 04/04/2019

Registered Agent Name & Address

LARA, NIL

640 SANTANDER AVE

8

CORAL GABLES, FL 33134

Address Changed: 04/04/2019

Officer/Director Detail

Name & Address

Title DVP

LARA, NIL
640 SANTANDER AVE
8
CORAL GABLES, FL 33134

Title DP

LARA, KEVIN
101 SEVERINO DR
TAVERNIER, FL 33036

Title S

MONTERO, MERLE
101 SEVERINO DR
TAVERNIER, FL 33036

Title T

LARA, DARNELL
101 SEVERINO DR
TAVERNIER, FL 33036

Annual Reports

Report Year	Filed Date
2017	04/25/2017
2018	03/27/2018
2019	04/04/2019

Document Images

04/04/2019 -- ANNUAL REPORT	View image in PDF format
03/27/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
04/21/2016 -- ANNUAL REPORT	View image in PDF format
04/25/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/25/2012 -- ANNUAL REPORT	View image in PDF format
04/30/2011 -- ANNUAL REPORT	View image in PDF format
04/30/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
05/03/2007 -- ANNUAL REPORT	View image in PDF format

05/01/2006 -- ANNUAL REPORT	View image in PDF format
04/30/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
02/05/2003 -- ANNUAL REPORT	View image in PDF format
05/15/2002 -- ANNUAL REPORT	View image in PDF format
04/23/2001 -- ANNUAL REPORT	View image in PDF format
03/07/2000 -- ANNUAL REPORT	View image in PDF format
03/05/1999 -- ANNUAL REPORT	View image in PDF format
05/07/1998 -- ANNUAL REPORT	View image in PDF format
12/12/1997 -- Domestic Profit	View image in PDF format

CFN 2004R0664504
OR Bk 22543 Pgs 1094 - 1102 (9pgs)
RECORDED 08/04/2004 14:21:27
MTG DDC TAX 700.00
INTANG TAX 400.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by return to:

MICHAEL S. CEASE, ESQ.
2900 N. W. 7th Street
Miami, Florida 33125

**MORTGAGE AND SECURITY AGREEMENT
WITNESSETH:**

THIS INSTRUMENT EXECUTED the 20th day of April, A.D., 2004, by **K.N.L.M., Inc., a Florida corporation**, hereinafter called the Mortgagor, whose post office address is: 836 Columbus Blvd., Coral Gables, Florida 33134, and **MERLE MONTERO**, hereinafter called the Mortgagee, whose post office address is: 836 Columbus Blvd., Coral Gables, Florida 33134.

WHEREAS, Mortgagor is indebted to Mortgagee in the principal amount of **Two Hundred Thousand and 00/100 (\$200,000.00)** Dollars together with interest thereon, as evidenced by that certain Promissory Note of even date herewith, executed by Mortgagors and delivered to Mortgagee, the final payment of which is due on or before the 1st day of January, 2034 (the "Note"), which by reference is made a part hereof to the same extent as though set out in full herein:

NOW THEREFORE to secure the performance by Mortgagors of all covenants and conditions in the note and in this Mortgage and in all other instruments securing the Note, and in order to change the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals, and extensions thereof and for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), Mortgagors do hereby mortgage, sell, pledge and assigns to Mortgagee:

(A) THE MORTGAGED PROPERTY:

**Lots 1 and 2, Block 33, of CORAL GABLES BILTMORE SECTION,
according to the Plat thereof, as recorded in Plat Book 20, Page 28,
of the Public Records of Miami-Dade County, Florida**

to have and to hold the same, together with all the improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every tenements, hereditaments, easements, rights, power, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also all the estate, right title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel hereof unto Mortgagee in fee simple.

(B) Together with all rents, issues, profits, revenue, income and other benefits from the property described in paragraph (A) hereof to be applied to the indebtedness secured hereby, provided however that permission is hereby given to Mortgagor so long

as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable, but not in advance thereof.

THIS IS A PURCHASE MONEY MORTGAGE.

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein, and in all other instruments securing the Note, including renewals, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

1. **Compliance with Note and Mortgage; Warranty of Title.** Mortgagor shall comply with all provisions of the Note, this Mortgage and of every other instrument securing the Note, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor is indefeasible seized of the Mortgaged Property in fee simple and Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, and does hereby so warrant.

2. **Payment of Taxes and Liens.** Mortgagor shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made before they become delinquent and before any interest attaches or any penalty is incurred. REAL PROPERTY TAXES SHALL BE DEEMED DELINQUENT IF NOT PAID BY MARCH 1ST FOLLOWING THE ISSUANCE OF THE TAX BILL. Insofar as any indebtedness is of record the same shall be promptly satisfied and evidence of such satisfaction shall be given to Mortgagee. Mortgagor shall promptly provide Mortgagee with copies of all paid bills as evidence of Mortgagor's compliance with this paragraph.

3. **Insurance.** Mortgagor shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies in such amounts not less than the unpaid principal secured by this mortgage, and all other mortgage liens. Mortgagor shall pay promptly, when due any premiums on such insurance. All insurance shall be carried with companies reasonably approved by the Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Insurance proceeds or any part thereof shall be applied to the restoration or repair of the

property damaged. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. **Condemnation.** If the Mortgaged Property or any material part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation. All such compensation awards, damages, claims, rights of action and proceeds and any other payments or relief and the right thereto are hereby assigned by Mortgagor to Mortgagee and Mortgagee may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note. Any balance of such monies then remaining shall be paid to mortgagor. Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

5. **Care of Mortgaged Property.** Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee. Mortgagor shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon their present condition and repair, normal wear and tear and casualty excepted. Notwithstanding anything to the contrary, Mortgagee acknowledges and agrees that Mortgagor shall have the right to build a single family residence on the Mortgaged Property and the customary appertanences thereto, including a guesthouse, garage, fence, and the right to build a lake on the Mortgaged Property, and all such construction shall not be deemed to impair or deteriorate the Mortgaged Property or to be a waste thereof; provided all fill excavated from the lake shall remain on the property. Mortgagor shall notify Mortgagee in writing within five (5) days of any damage or impairment of the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time, with prior Notice to Mortgagor, and during business hours.

6. **Mortgagee's Right to Make Certain Payments.** In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid or fails to repair the Mortgaged Property as herein agreed, Mortgagee may at its option pay or discharge the taxes, assessments, levies, liabilities and obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no

obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

7. **Payment of Expenses.** Mortgagor shall pay all the reasonable costs, charges and expenses, including reasonable attorney's fees, disbursements and cost of abstracts of title incurred or paid at any time by Mortgagee due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall be interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Note.

8. **Additional Documents.** At all times this Mortgage is in effect upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and where appropriate shall cause to be recorded or filed and thereafter to be re-recorded or re-filed at such time and in such places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may reasonably consider necessary in order to effectuate, complete, perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as a first and prior lien upon all the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or re-file any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor's failure to comply within thirty (30) days after written notice shall be considered a Default under this Mortgage.

9. **Event of Default.** Any one of the following shall constitute an event of default:

(a) Failure by Mortgagor to pay, as and when due and payable, any installments of principal or interest due under the Note or any payment of taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note within thirty (30) days.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the

Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby for a period of 30 days after Mortgagee gives written notice specifying the breach.

(c) If either Mortgagor or any guarantor or endorser of the note (i) filed a voluntary petition in bankruptcy; (ii) is adjudicated bankrupt or insolvent; (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks or consents to substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due, or (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the Note seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulations relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (viii) any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointments shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

(d) Any breach of any warranty or material untruth of any material representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing the Note.

(e) The occurrence of any default beyond all applicable notice and cure period and beyond all accepted under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property.

10. **Acceleration.** If any event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and interest accrued thereon, and all other sums secured hereby, to be due and payable immediately. Upon such declaration, such principal and interest and other sums shall immediately be due and payable without demand or notice after fifteen (15) days from the event of default.

11. **Remedies After Default.** Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note, lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (b) collect all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property; (c) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply

the same as a court may direct and such receiver shall have all rights and powers permitted under law; and (d) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession or both, as Mortgagee may determine.

12. **No Waiver.** No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

13. **Non-Exclusive Remedies.** No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, now or hereafter existing at law, in equity or by statute.

14. **Successor and Assigns Abound.** Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns or such party shall be included and all covenants and agreements contained in this mortgage, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefits of their respective heirs, successor and assigns, whether or not so expressed.

15. **Miscellaneous.** In the event that any of the covenants, agreements, terms or provision contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

16. **Attorney's Fees.** The term "attorney's fees" as used in this Mortgage includes any and all reasonable legal fees of whatever nature including, but not limited to, fees resulting from any appeal of any interlocutory order or final judgment or any other appellate proceeding arising out of any litigation.

17. **Future Advances.** N/A

18. **Obligation of Mortgagor.** Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

19. **No Transfer.** It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the credit worthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey or transfer any interest in or any part of the Mortgaged Property (or stock in any Corporate Mortgagor) without the prior written

consent of Mortgagee, which consent shall not be unreasonably withheld provided, however, that the proposed assumptor's credit and ability to pay are acceptable to Mortgagee; and any such sale, conveyance or transfer, made without Mortgagee's prior written consent may, at Mortgagee's option be considered a Default hereunder. If any person should obtain an interest in all or any part of the Mortgaged Property (or in any corporate mortgagor) pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, shall be deemed to be a transfer by Mortgagor and an event of default hereunder. A Lease of the premises shall not be a violation of this Paragraph.

20. **Default Rate.** The Default Rate shall be the highest rate permitted by applicable law.

WITNESS OUR HANDS AND SEALS this 20th day of April, A.D., 2004.

[Signature]
Witness: Michael S. [Signature]
Yolanda Triana
Witness: YOLANDA TRIANA

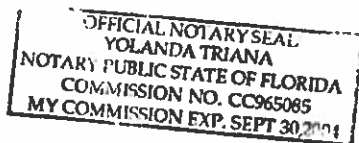
K.N.L.M., INC., a Florida corporation
[Signature]
By: Kevin Lara, President
836 Columbus Blvd., Coral Gables, Fl. 33134
Post Office Address

K.N.L.M., INC., a Florida corporation
[Signature]
By: Nil Lara, Vice-President
836 Columbus Blvd., Coral Gables, Fl. 33134
Post Office Address

STATE OF **FLORIDA**)
COUNTY OF **MIAMI-DADE**)

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of April, 2004, by KEVIN LARA, as President of K.N.L.M., Inc., a Florida corporation and NIL LARA, as Vice-President of K.N.L.M., Inc., a Florida corporation who produced personally known, as identification, and who did not take an oath.

Notary Rubber Stamp Seal:



[Signature]
NOTARY PUBLIC

YOLANDA TRIANA
Printed Notary Signature

PROMISSORY NOTE

Amount: \$ 200,000.00.

Miami, Florida April ²⁰20, 2004.

FOR VALUE RECEIVED, the undersigned, jointly and severally promises to pay to the order of MERLE MONTERO, at 835 Columbus Blvd., Coral Gables, Florida 33134 or at such other place as the holder hereof may designate in writing the principal sum of: Two hundred Thousand and 00/100 (\$200,000.00) Dollars, together with interest from date at the rate of Six and a half (6.5%) percent per annum until January 1, 2034, maturity date, payable as follows:

Monthly payments of principal and interest due on the First (1st) day of each month commencing, January 1, 2004, in the amount of \$ 1,264.14, and on the First (1st) day of each month thereafter until January 1, 2034, at which time the entire principle balance plus accrued interest if any, shall become due in full.

Any payment received more than Fifteen (15) days after its respective due date shall incur a 5% late payment penalty, as agreed liquidated damages

This Note may be prepaid, whether in whole, or in part, at any time, without penalty. This Note is secured by a mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida.

Upon the failure of the Makers hereof to pay any sum required to be paid by the terms of this Note or the Mortgage securing same promptly within thirty 30 days after any due date; or upon the breach of any other stipulation, agreement, or covenant of this Note or the Mortgage securing same, and after thirty (30) days written notice of same is given to Maker, the entire sum of principal and interest remaining unpaid shall, at the option of the Holder hereof, become due and payable immediately, and the Holder shall have the right, in addition to any other rights available hereunder, to foreclose the mortgage securing this Note. Failure on the part of the Holder hereof to exercise said option shall not constitute a waiver of the right to exercise the same at any subsequent time.

During any period of default (beyond applicable notice and grace period), this Note shall bear interest at the highest rate permitted by the then applicable law. It is the intention of the payee that under no circumstances shall the Makers, Co-Makers, Endorsers, or Guarantors be charged more than the highest rate of interest allowed by law to be charged by a Lender and paid by a Maker, Co-Maker, Endorser, or Guarantor on a loan in Florida. Any excess interest paid hereunder shall reduce the principal balance due under this Note.

Each Maker, Co-Maker, Endorser, and Guarantor agrees, jointly and severally to pay all costs of collection, including, but not limited to, reasonable attorney's fees, including reasonable appellate fees, in the event his Note is given to an attorney for collection after default, whether suit be brought or not.

Each Maker, Co-Maker, Endorser, or Guarantor severally waives demand, presentment for payment, protest, and notice of nonpayment and of dishonor.


K.N.L.M., INC., a Florida corporation


By: KEVIN LARA, President

836 Columbus Blvd., C. Gables, Fl. 33134

Post Office Address

K.N.L.M., INC., a Florida corporation


By: NIL LARA, Vice-President

836 Columbus Blvd., C. Gables, Fl. 33134

Post Office Address