



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/23/

Property Information	
Folio:	03-4108-009-3940
Property Address:	114 MENDOZA AVE Coral Gables, FL 33134-4069
Owner	FRALURA INC R.D. INVESTMENT MANAGMENT
Mailing Address	2460 SW 22 ST 2ND FLR MIAMI, FL 33145
PA Primary Zone	5001 HOTELS & MOTELS - GENERAL Med Density
Primary Land Use	0303 MULTIFAMILY 10 UNITS PLUS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths / Half	25 / 16 / 0
Floors	4
Living Units	16
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	14,729 Sq.Ft
Lot Size	11,500 Sq.Ft
Year Built	1970



Assessment Information			
Year	2020	2019	2018
Land Value	\$977,500	\$1,150,000	\$1,000,500
Building Value	\$1,103,500	\$840,000	\$790,850
XF Value	\$0	\$0	\$0
Market Value	\$2,081,000	\$1,990,000	\$1,791,350
Assessed Value	\$2,081,000	\$1,970,485	\$1,791,350

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction		\$19,515	
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
CORAL GABLES DOUGLAS SEC PB 25-69 LOTS 7 & 8 BLK 39 LOT SIZE 100.000 X 115 OR 11455-977 0582 4	

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$0	\$0	
Taxable Value	\$2,081,000	\$1,970,485	\$1,791,350
School Board			
Exemption Value	\$0	\$0	
Taxable Value	\$2,081,000	\$1,990,000	\$1,791,350
City			
Exemption Value	\$0	\$0	
Taxable Value	\$2,081,000	\$1,970,485	\$1,791,350
Regional			
Exemption Value	\$0	\$0	
Taxable Value	\$2,081,000	\$1,970,485	\$1,791,350

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

CITY'S

EXHIBIT 1

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:

<https://www.miamidade.gov/Apps/PA/propertysearch/>

12/23/2020

List of service addresses for January 2021 unsafe structures cases

- 1) 114 MENDOZA AVE – As we discussed, this property was last recertified on 2018, but it is due again.

<u>Owner (Sunbiz mailing address)</u> Fralura, Inc. 2460 SW 22 St, 1st Floor Miami, FL 33145-3454	<u>Owner (Sunbiz RA address)</u> Fralura, Inc. c/o Cheryl J. Kaufman Registered Agent 2301 Sunset Dr Miami Beach, FL 33140-4547
<u>Mortgagee (FDIC address)</u> Ocean Bank 780 NW 42 Ave Miami, FL 33126-5540	

CITY'S

EXHIBIT

2



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

Detail by Entity Name

Florida Profit Corporation

FRALURA INC.

Filing Information

Document Number F57477
FEI/EIN Number 59-2435227
Date Filed 12/04/1981
State FL
Status ACTIVE

Principal Address

2460 SW 22ND ST.
1st FLOOR
MIAMI, FL 33145

Changed: 04/23/2018

Mailing Address

2460 SW 22ND ST.
1st FLOOR
MIAMI, FL 33145

Changed: 04/23/2018

Registered Agent Name & Address

Kaufman, Cheryl J
2301 Sunset Drive
Miami Beach, FL 33140

Name Changed: 04/23/2018

Address Changed: 08/15/2019

Officer/Director Detail

Name & Address

Title PD

DORTA, RAMON F
2460 SW 22ND ST., 1st Floor
MIAMI, FL 33145

Title VP

DORTA, RAMON A
2460 SW 22ND ST., 1st FLOOR
MIAMI, FL 33145

Title TD

DORTA, FRANCISCO A
2460 SW 22ND ST., 1st FLOOR
MIAMI, FL 33145

Title SD

DORTA, FRANCISCO JAVIER
2460 SW 22ND ST., 1st FLOOR
MIAMI, FL 33145

Annual Reports

Report Year	Filed Date
2019	03/18/2019
2019	08/15/2019
2020	02/03/2020

Document Images

02/03/2020 -- ANNUAL REPORT	View image in PDF format
08/15/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
03/18/2019 -- ANNUAL REPORT	View image in PDF format
04/23/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
03/28/2018 -- ANNUAL REPORT	View image in PDF format
02/22/2017 -- ANNUAL REPORT	View image in PDF format
01/29/2016 -- ANNUAL REPORT	View image in PDF format
03/24/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/10/2015 -- ANNUAL REPORT	View image in PDF format
03/21/2014 -- ANNUAL REPORT	View image in PDF format
03/20/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format

02/08/2011 -- ANNUAL REPORT	View image in PDF format
02/09/2010 -- ANNUAL REPORT	View image in PDF format
02/09/2009 -- ANNUAL REPORT	View image in PDF format
06/26/2008 -- ANNUAL REPORT	View image in PDF format
02/11/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/03/2006 -- ANNUAL REPORT	View image in PDF format
01/21/2005 -- ANNUAL REPORT	View image in PDF format
06/28/2004 -- ANNUAL REPORT	View image in PDF format
08/08/2003 -- ANNUAL REPORT	View image in PDF format
04/23/2003 -- ANNUAL REPORT	View image in PDF format
02/27/2002 -- ANNUAL REPORT	View image in PDF format
02/19/2001 -- ANNUAL REPORT	View image in PDF format
03/20/2000 -- ANNUAL REPORT	View image in PDF format
03/11/1999 -- ANNUAL REPORT	View image in PDF format
10/01/1998 -- ANNUAL REPORT	View image in PDF format
03/07/1997 -- ANNUAL REPORT	View image in PDF format
02/29/1996 -- ANNUAL REPORT	View image in PDF format
08/10/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations


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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
BL-19-12-3959	12/09/2019	114 MENDOZA AVE	FENCE/GATE/WALL	COMMERCIAL **INSTALL 4' GREEN CHAIN LINK FENCE WITH 6' WHITE ALUMINUM FENCE & GATES \$2,400	final	01/24/2020	02/06/2020	0.00
AB-19-12-3844	12/05/2019	114 MENDOZA AVE	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL **INSTALL 4' GREEN CHAIN LINK FENCE WITH 6' WHITE ALUMINUM FENCE & GATES \$2,400	Issued	12/05/2019		0.00
CE-17-12-1755	12/15/2017	114 MENDOZA AVE	CODE ENF BOARD/MITIGATION	CB Stip agreement - Case #13269/File 1304667	final	12/15/2017	12/15/2017	0.00
EL-17-11-2423	11/30/2017	114 MENDOZA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	40 YEAR - SERVICE REPAIR PENETRATION - \$450	final	11/30/2017	12/21/2017	0.00
BL-17-11-2390	11/29/2017	114 MENDOZA AVE	ROOF / LIGHT WEIGHT CONC	RE ROOF FLAT ROOF \$30,000	final	12/08/2017	02/05/2018	0.00
EL-17-11-1228	11/03/2017	114 MENDOZA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	ADD 4 LIGHT FIXTURES - \$450 PHOTO METRIC HAVE BEEN SUBMITTED AND FILE UNDER MASTER ELECTRICAL PERMIT/ AL REYES	final	11/13/2017	11/28/2017	0.00
CE-17-10-1932	10/19/2017	114 MENDOZA AVE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	10/26/2017	10/26/2017	0.00
CE-17-08-2172	08/22/2017	114 MENDOZA AVE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	08/28/2017	08/28/2017	0.00
PS-17-01-0194	01/06/2017	114 MENDOZA AVE	TREE REMOVAL/MITIGATION	CANCELLED - WORK WILL NOT COMMENCE, OWNER CHANGED MIND	canceled		12/08/2017	0.00
PL-15-01-0047	01/05/2015	114 MENDOZA AVE	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR COMMERCIAL INTERIOR RENOVATIONS (KITCHEN & BATHROOM) @ UNIT 44	final	04/13/2015	04/16/2015	0.00
EL-15-01-0031	01/05/2015	114 MENDOZA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	NOT REQUIRED	canceled		04/08/2015	0.00

CITY'S

EXHIBIT

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CE-14-12-4428	12/23/2014	114 MENDOZA AVE	CODE ENF TICKET PROCESS - NO RUNNING FINE	GOVQA CE 256585 / TICKET # 55535	final	12/29/2014	12/29/2014	0.00
BL-14-12-4424	12/23/2014	114 MENDOZA AVE	INTERIOR ALTERATION ONLY	COMMERCIAL INTERIOR RENOVATIONS (KITCHEN & BATHROOM), FLOORING @ UNIT 44 \$9,000	final	01/23/2015	04/16/2015	0.00
ME-14-04-3273	04/22/2014	114 MENDOZA AVE	MECH COMMERCIAL / RESIDENTIAL WORK	INSTALLATION OF ONE MINI SPLIT SYSTEM 9000 BTU	final	04/24/2014	05/12/2014	0.00
EL-14-03-2022	03/03/2014	114 MENDOZA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	ELEVATOR DISCONNECT REPLACEMENT, ELEVATOR CAB LIGHT INSTALLATION, NEW PIT ELEVATOR, NEW GFI, NEW ELEC MINI SPLIT ELEVATOR DISCONNECT REPLACEMENT, ELEVATOR CAB LIGHT INSTALLATION, NEW PIT ELEVATOR, NEW GFI, NEW ELEC MINI SPLIT \$2400 4 LIGHT SOCKETS; 2 ROUGH IN OUTLETS; 1 TON MINI SPLIT A/C AND 2 NEW DISCONNECTS \$2400	final	04/04/2014	09/08/2014	0.00
EL-14-02-2350	02/13/2014	114 MENDOZA AVE	ELEC CHANGE OF CONTRACTOR	CHANGE OF CONTRACTOR FROM WINTegrate #98070687 FOR ELEC CONNECTIONS	final	02/13/2014	08/07/2014	0.00
CE-13-12-2071	12/10/2013	114 MENDOZA AVE	CODE ENF BOARD/MITIGATION	CASE 12748/12629 PAYING MITIGATED FINE AMOUNT OF \$7500	final	12/13/2013	12/17/2013	0.00
PU-13-10-0905	10/15/2013	114 MENDOZA AVE	PUBLIC RECORDS SEARCH	REQ COPY OF PERMIT 98050265	final	10/16/2013	10/16/2013	0.00
CE-13-09-0888	09/17/2013	114 MENDOZA AVE	CODE ENF LIEN SEARCH	LIEN SEARCH	final	09/18/2013	09/18/2013	0.00
CE-13-07-1464	07/22/2013	114 MENDOZA AVE	CODE ENF BOARD/MITIGATION	CASE #12629 PAYING MITIGATION FEE	final	07/22/2013	07/25/2013	0.00
EX-13-05-1411	05/22/2013	114 MENDOZA AVE	PERMIT EXTENSION	RENEWAL OF PERMIT BL-11-08- 5855	final	05/22/2013	05/22/2013	0.00
ZN-13-04-0804	04/12/2013	114 MENDOZA AVE	PAINT / RESURFACE FL / CLEAN	PRESSURE CLEAN AND PAINT EXTERIOR WALLS BM AC 28 SMOKE EMBERS (GRAY) AND TRIM BM 2121 60 WHITE DIAMOND (LT GRAY) \$20,000	final	04/12/2013	10/14/2013	0.00
CE-12-10-1211	10/18/2012				final	10/18/2012	10/30/2012	0.00

		114 MENDOZA AVE	CODE ENF BOARD/MITIGATION	CASE #12699 PAYING SPECIAL MASTER AMOUNT OF \$1,750				
SD-12-10-0178	10/03/2012	114 MENDOZA AVE	SHOP DRAWINGS	SHOP DRAWING RAILING @ BALCONY & STAIRS	final	10/19/2012	10/19/2012	0.00
EL-11-11-6060	11/21/2011	114 MENDOZA AVE	ELEC COMMERCIAL / RESIDENTIAL WORK	24 LIGHT SOCKETS; 2 PARKING LIGHT AND POSTS; 14 ROUGH IN OUTLETS	final	04/10/2012	07/16/2012	0.00
BL-11-08-5855	08/09/2011	114 MENDOZA AVE	INT / EXT ALTERATIONS	INSTALLATION RAILINGS IN WALKWAY AREA, ELECTRICAL WORK, MINOR CONCRETE REPAIRS, NEW EXTERIOR FLOOR TILE \$20,000	final	01/20/2012	09/23/2013	0.00
AB-11-08-5523	08/04/2011	114 MENDOZA AVE	BOA COMPLETE (LESS THAN \$75,000)	INSTALLATION RAILINGS IN WALKWAY AREA, ELECTRICAL WORK, MINOR CONCRETE REPAIRS, NEW EXTERIOR FLOOR TILE \$20000	final	08/08/2011	09/08/2014	0.00
CE-11-06-7880	06/29/2011	114 MENDOZA AVE	CODE ENF WARNING PROCESS	TRU NOTICE	final	06/29/2011	06/29/2011	0.00
PU-11-06-7606	06/28/2011	114 MENDOZA AVE	PUBLIC RECORDS SEARCH	REQ COPY OF PERMIT 21341B CRM INV 013594	final	06/29/2011	06/29/2011	0.00
RC-11-01-5377	01/24/2011	114 MENDOZA AVE	BLDG RECERT / CRB	BUILDING RECERTIFICATION (1970) CONSTRUCTION REGULATION BOARD CASE #17-6362 AND UNSAFE STRUCTURES FEE	final	08/03/2017	02/15/2018	0.00

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

Print

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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:	114 Mendoza Ave. Apartments - 16 units	Inspection Date:	12/16/2019
Address:	114 Mendoza 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:	012623
Insp. Result	Location	Code Set	Code
Fail	Floor 1	FL NFPA 101 2015 Chapter 4 General	4.6.12.1 - Excerpt: Whenever or wherever any device, equipment, system, condition, arrangement...
	Inspector Comments: Fire alarm system must have a current Tag and free of troubles.		
Fail	Floor 1	NFPA 72 2013 Chapter 14 Inspection, Testing, and Maintenance	14.2.2.1.1 - Excerpt: Inspection, testing, and maintenance programs shall satisfy the requirements...
	Inspector Comments: Inspection, testing, and maintenance programs shall satisfy the requirements of this Code and conform to the equipment manufacturer's published instructions.		

A re-inspection will occur on or after 1/16/2020.

Thank you for your assistance. If you have any additional questions, would like to submit pictures, documents, or need to schedule a re-inspection, please send an email to the email address located on top right corner of this report.

Failure to correct violations within 15 days of re-inspection date is subject to penalties up to and including the issuance of Civil Citations in the amount of \$200 per violation / per day.

Failure to provide immediate corrective measures when required, may result in administrative action including but not limited to: mandatory fire watch, building evacuation, or stoppage of all work.

Per City Ordinance 30-4, a Fire Inspection Fee will be billed for this inspection. All fees are subject to change without prior notice.

CITY'S

EXHIBIT

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**Company
Representative:**

Signature - COPIED SIGNATURE
No Signature
12/16/2019 2:46 PM
Signature valid only in mobile eyes documents

Inspector:

Signature - COPIED SIGNATURE
Leonard Veight
83855
12/16/2019 2:46 PM
Signature valid only in mobile eyes documents
Leonard Veight
12/16/2019

Ref: 83855



The City of Coral Gables

Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

2/10/2020

VIA CERTIFIED MAIL

7018 2290 0001 6693 9490

FRALURA INC
R.D. INVESTMENT MANAGMENT
2460 SW 22 ST 2ND FLR
MIAMI, FL 33145

RE: 114 MENDOZA AVE
FOLIO # 341080093940

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 YEAR. 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, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

CITY'S

EXHIBIT

5

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIMI...

USPS Tracking®**FAQs >****Track Another Package +****Tracking Number:** 70182290000166939490

Remove X

Your item was delivered to an individual at the address at 2:13 pm on February 13, 2020 in MIAMI, FL 33145.

Feedback

 **Delivered**

February 13, 2020 at 2:13 pm
Delivered, Left with Individual
MIAMI, FL 33145

Text & Email Updates

Tracking History

Product Information

See Less ^

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FAQs

Feedback



The City of Coral Gables

7019 2970 0001 2374 0785

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

5/11/2020

FRALURA INC
R.D. INVESTMENT MANAGMENT
2460 SW 22 ST 2ND FLR
MIAMI FL 33145

RE: 114 MENDOZA AVE
FOLIO # 341080093940

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

Dear Property Owner:

In a certified letter dated 2/10/2020, 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).

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

Please govern yourself accordingly.

Sincerely,

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

Manuel Z. Lopez, P.E.
Building Official

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIMI...

USPS Tracking®[FAQs >](#)**Track Another Package +****Tracking Number:** 70192970000123740785[Remove X](#)

Your item was delivered to an individual at the address at 2:18 pm on May 18, 2020 in MIAMI, FL 33145.

Feedback

 **Delivered**

May 18, 2020 at 2:18 pm
Delivered, Left with Individual
MIAMI, FL 33145

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The City of Coral Gables

7019 1120 0000 2229 3616

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

6/12/2020

FRALURA INC
R.D. INVESTMENT MANAGMENT
2460 SW 22 ST 2ND FLR
MIAMIFL33145

RE: 114 MENDOZA AVE
FOLIO # 341080093940

Notice of Required Inspection for Recertification of 40 Years or Older Building – Covid-19 Extension

Dear Property Owner:

This department has sent two certified letters dated 2/10/2020 and 5/11/2020, notifying you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, and Section 8-11 (f). These letters informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

Due to the Covid-19 Pandemic, the DEADLINE for submittal of the Building Recertification Report for the above referenced property will be extended until Monday, November 2, 2020.

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

Please govern yourself accordingly.

Sincerely,

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

Manuel Z. Lopez, P.E.
Building Official

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIM...

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70191120000022293616

Remove X

We attempted to deliver your package at 5:55 pm on June 24, 2020 in MIAMI, FL 33145 but could not access the delivery location. We will redeliver on the next business day.

Feedback

Alert

June 24, 2020 at 5:55 pm
Delivery Attempted - No Access to Delivery Location
MIAMI, FL 33145

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Product Information	v

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FAQs

Feedback



The City of Coral Gables

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

11/6/2020

FRALURA INC
R.D. INVESTMENT MANAGMENT
2460 SW 22 ST 2ND FLR
MIAMI, FL 33145

7019 1120 0000 2229 4316

RE: 114 MENDOZA AVE

FOLIO # 341080093940

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

Dear Property Owner:

In a certified letter dated 2/10/2020, 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 5/11/2020, 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. A Covid-19 recertification letter dated 6/12/2020, extended the deadline to provide the Recertification Report until Monday, November 2, 2020.

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,

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

Manuel Z. Lopez, P.E.
Building Official

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIMI...

USPS Tracking®

[FAQs >](#)[Track Another Package +](#)

Tracking Number: 70191120000022294316

[Remove X](#)

Your item was delivered to an individual at the address at 1:16 pm on November 13, 2020 in MIAMI, FL 33145.

Feedback

 **Delivered**

November 13, 2020 at 1:16 pm
Delivered, Left with Individual
MIAMI, FL 33145

Get Updates 

Text & Email Updates



Tracking History



Product Information



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FAQs

Feedback

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 20-1933

vs.

Fralura, Inc.
2460 SW 22 St. 1st Floor
Miami, Fl. 33145-3454

Return receipt number:

7019 1120 0000 2229 4569

Respondent.

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

Date: December 28, 2020

Re: 114 MENDOZA AVE, CORAL GABLES, Fl. 33134 and legally described as LOTS 7 & 8 BLK 39, CORAL GABLES DOUGLAS SEC PB 25-69 and 03-4108-009-3940 ("Property").

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

Therefore, this matter is set for a hybrid hearing before the City's Construction Regulation Board ("Board") on January 11, 2021, at 2:00 p.m.

The Construction Regulation Board Meeting will be holding a regular board meeting on Monday, January 11, 2021, commencing at 2:00 p.m. Only the Board Members and required City Staff will be physically present in the Commission Chambers at Coral Gables City Hall. Members of the public may join the meeting via Zoom at <https://zoom.us/j/92859826458>. In addition, a dedicated phone line will be available so that any individual who does not wish (or is unable) to use Zoom may listen to and participate in the meeting by dialing: **305-461-6769** Meeting ID: **928 5982 6458**. Any person wishing to provide testimony must be sworn in and appear by video conference. An individual who wishes to testify but does not have video conference capabilities, may provide testimony by using a dedicated station for video conferencing located in the City Hall courtyard. PLEASE NOTE THAT ALL PERSONS MUST WEAR A FACIAL COVERING/MASK EXCEPT WHEN PROVIDING TESTIMONY AND ALL PERSONS MUST MAINTAIN 6 FEET BETWEEN EACH

CITY'S
EXHIBIT 

OTHER. To speak on an Agenda Item, please "Raise your Hand" or send a message to one of the meeting hosts using the Zoom Platform. If you joined the meeting via telephone you can "Raise your Hand" by pressing *9.

Please be advised that the following Rules of Procedure will apply:

HEARING:

The video conference platform Zoom will be used for virtual and hybrid CRB hearings. The electronic device (computer, smartphone) must have the microphone, audio, and camera enabled. If you do not have access to an electronic device with audio and a camera enabled, a computer with Zoom capabilities will be available in the courtyard at City Hall.

In advance of the hearing date, please review the following rules of procedure carefully as they contain important instructions and deadlines for submission of exhibits. In addition, please also review Resolution Nos. 2020-74 and 2020-90 which contain general rules of procedure that also apply to hearings before the Construction Regulation Board (available at <https://bit.ly/33byeZy> and <https://bit.ly/3373Hw5>, and also available upon request made to vgoizueta@coralgables.com). Anyone attending a hearing must do so by following these instructions:

1. Go to <https://zoom.us/>.
2. Click on "Join a Meeting" at the top of the page, right of center.
3. Enter the Meeting ID: 928 5982 6458
4. Click "Join"

RULES OF PROCEDURE:

1. A quorum of the members of the CRB must be present in the room. The remaining members of the CRB may appear via Zoom and may vote and participate as they would if they were present in person.
2. The City Attorney and Building Division Staff may appear in person or via Zoom.
3. Witnesses, property owners/representatives, members of the public and other participations shall appear virtually.
4. Upon commencement of the hearing, the Chair of the CRB shall provide an explanation of the hearing procedures.
5. The Chair shall proceed to call the cases listed by the agenda.
6. Once each case is called, those who will be testifying during the hearing shall be sworn in. All persons testifying must appear by video conference as required by the rules of procedure adopted by Resolution No. 2020-90.
7. Each case before the CRB shall be prosecuted by the Building Official or his or her designee.
8. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Chair finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. Hearsay evidence may be accepted for the purpose of supplementing or explaining any direct evidence, but such hearsay evidence shall not in and of itself be considered sufficient to support a finding or decision unless the evidence would be admissible over objections in a civil action.

9. IF YOU WISH TO INTRODUCE EXHIBITS AS EVIDENCE, YOU MUST PROVIDE THE CITY WITH A COPY OF THOSE EXHIBITS AT LEAST 5 DAYS PRIOR TO THE HEARING. PLEASE EMAIL YOUR EXHIBITS TO vgoizueta@coralgables.com AND INCLUDE THE PROPERTY ADDRESS AND CASE NUMBER IN YOUR EMAIL.
 - a. A list of all proposed exhibits and a copy of the proposed exhibits shall be provided in a format that is easily viewable on the Zoom platform. All exhibits shall be clearly labeled to allow for efficient retrieval and display on the Zoom platform during the hearing.
10. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues, even though that matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called that witness to testify; and to offer rebuttal of the evidence.


Should you wish to review the Construction Regulation Board case exhibits prior to the hearing, you may access them at <https://coralgables.legistar.com/Calendar.aspx> or email your request to vgoizueta@coralgables.com and include the property address and case number.

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, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134, vgarcia@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

ADA NOTICES

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

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

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

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

c.; Fralura, Inc. C/O Cheryl J. Kaufman, Registered Agent, 2301 Sunset Dr. Miami Beach, Fl. 33140-4547. Ocean Bank 780 NW 42 Ave Miami, Fl. 33126-5540



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 20-1933

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

I, JOSE IGLESIAS, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 114 Mendoza Ave., ON December 29, 2020 AT 9:55 AM.

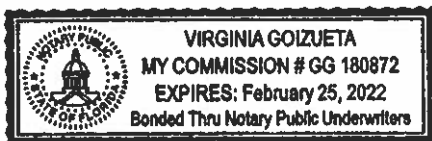
JOSE IGLESIAS
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 29 day of December, in
the year 2020, by Jose Iglesias who is personally known to
me.

My Commission Expires:

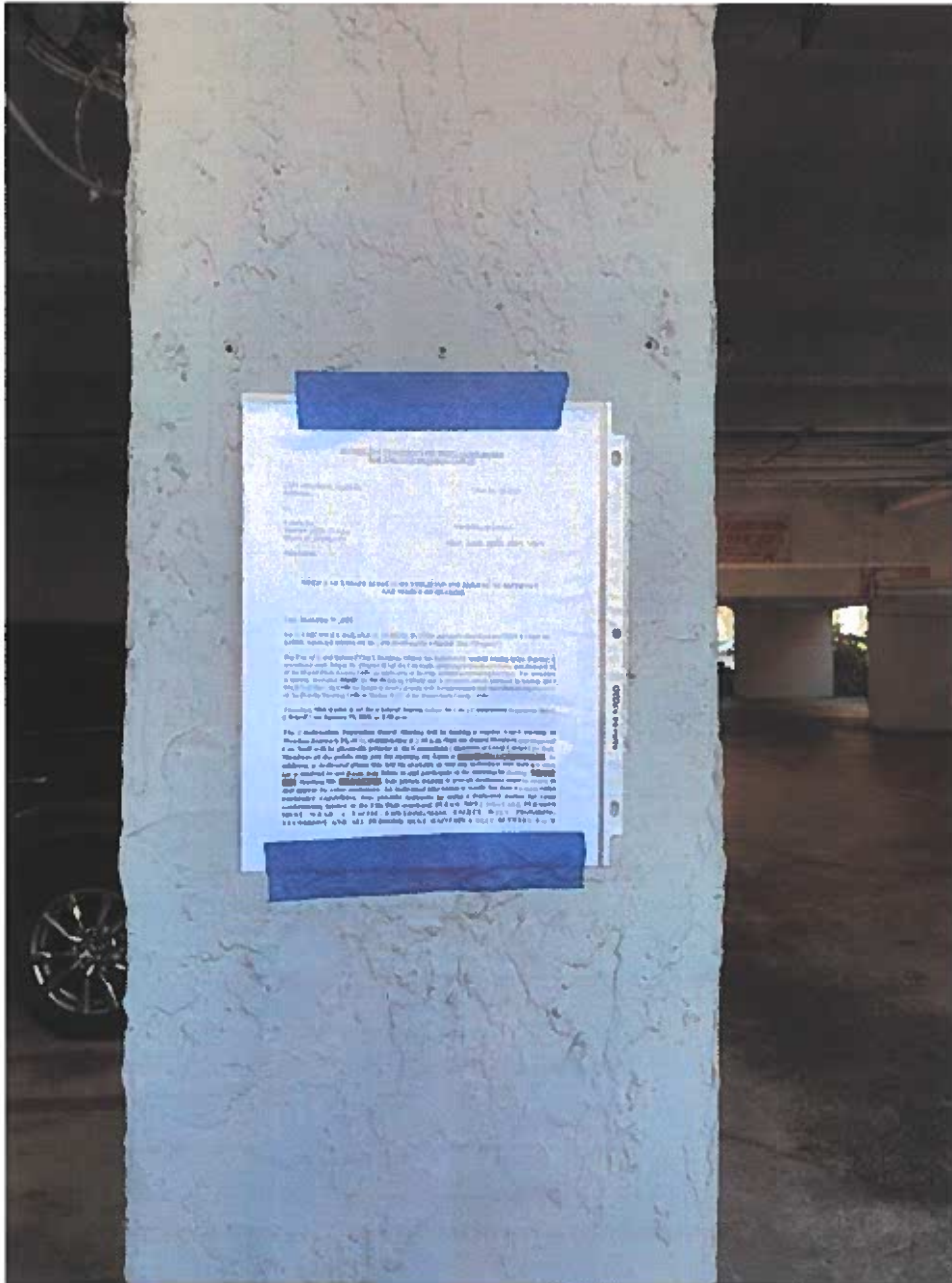


[Signature]
Notary Public

CITY'S

EXHIBIT

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CITY'S

EXHIBIT

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1982 JUN -1 AM 10:40

82P121864

QUIT CLAIM DEED

11455 - 977

THIS QUIT CLAIM DEED, executed this 21st day of May, 1982, by

MARIA DOLORES BARRIENTOS DE DORTA, a single woman; FRANCISCO DORTA and OLGA F. DORTA, his wife; RAMON E. DORTA and NELLY F. DORTA, his wife; and LUIS F. DORTA and MIREYA F. DORTA, his wife,

First Parties to

FRALURA INC., a Florida corporation,
13295 Archcreek Terrace

Second Party, Key West Point, Isle S., North Miam. Fla 33181

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

Lots 7 and 8, in Block 39, of Revised Plat of CORAL GABLES DOUGLAS SECTION, according to the Plat thereof, as recorded in Plat Book 25, at Page 69 of the Public Records of Dade County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first parties, either in law or equity, to the only proper use, benefit and behalf of the second party forever.

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

Signed, sealed and delivered in presence of:

[Signature]

Maria T. Garcia

[Signature]

Maria T. Garcia

[Signature]

Maria T. Garcia

[Signature]

Maria T. Garcia

[Signature]

Maria Dolores Barrientos de Dorta
MARIA DOLORES BARRIENTOS DE DORTA, a single woman

[Signature]
FRANCISCO DORTA

[Signature]
OLGA F. DORTA, his wife

[Signature]
RAMON E. DORTA

[Signature]
NELLY F. DORTA, his wife

[Signature]
LUIS F. DORTA

[Signature]
MIREYA F. DORTA, his wife

0.45
B. [Signature] 6/1/82
DC

CITY'S

EXHIBIT

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STATE OF FLORIDA)
COUNTY OF DADE) ss.

11455 76 978

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared,

MARIA DOLORES BARRIENTOS DE DORTA, a single woman,

to me well known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and seal in the County and State last aforesaid this 21 day of May, 1982.

My Commission Expires:

Walter T. Gussard
Notary Public, State of Florida at Large

STATE OF FLORIDA)
COUNTY OF DADE) ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared,

FRANCISCO DORTA and OLGA F. DORTA, his wife,

to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and seal in the County and State last aforesaid this 21 day of May, 1982.

My Commission Expires:

Walter T. Gussard
Notary Public, State of Florida at Large

STATE OF FLORIDA)
COUNTY OF DADE) ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared,

RAMON E. DORTA and NELLY F. DORTA, his wife,

to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and seal in the County and State last aforesaid this 21 day of May, 1982.

My Commission Expires:

Walter T. Gussard
Notary Public, State of Florida at Large

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aofresaid in a din the County aforesaid, to take acknowledgements, personally appeared,

LUIS F. DORTA and MIREYA F. DORTA, his wife,

to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and seal in the County and State last aforesaid
this 21 day of June, 1982.

My Commission Expires:
NOVARY 1975
MAY 1975

Walter T. Guice
Notary Public, State of Florida at Large

RECORDED IN OFFICE TUESDAY 10/1/50
OF CASE COUNTY, ALABAMA
RECORD YEAR 1950
RICHARD P. BRITTON
CLERK CIRCUIT COURT

THIS INSTRUMENT PREPARED BY:

Josias N. Dewey
HOLLAND & KNIGHT LLP
33rd Floor, 701 Brickell Ave.
Miami, Florida 33131

**MODIFICATION OF MORTGAGE AND OTHER LOAN DOCUMENTS, SPREADER
AGREEMENT AND NOTICE OF FUTURE ADVANCE**

THIS MODIFICATION OF MORTGAGE AND OTHER LOAN DOCUMENTS, SPREADER AGREEMENT AND NOTICE OF FUTURE ADVANCE (this "Agreement") is made and entered into on the 24th day of January, 2018 between **FRALURA INC.**, a Florida corporation (the "Borrower"), and **OCEAN BANK**, a Florida banking corporation (the "Lender").

RECITALS

A. On November 15, 2013, Borrower obtained a loan from the Lender in the amount of \$4,500,000.00 (the "Loan"), which Loan was evidenced by a Future Advance, Consolidated Promissory Note 1 executed as of November 15, 2013 in favor of Lender in the stated principal amount of \$4,500,000.00 (the "Original Note").

B. The Borrower's obligations to Lender as contained in the Original Note were secured by (i) a Corrected Amended and Restated Mortgage Deed and Security Agreement executed as of July 20, 2010 by Borrower in favor of Lender encumbering the property described on Exhibit A-1 (the "Existing Property") and recorded in Official Records Book 27374 at Page 2847, of the Public Records of Miami-Dade County, Florida (the "Original Mortgage"), as amended by that certain Modification, Extension and Ratification of Mortgage executed as of July 20, 2010 by Borrower and Lender, and recorded in Official Records Book 27374, Page 2865, of the Public Records of Miami-Dade County, Florida (the "First Modification"), as further amended by that certain Future Advance, Consolidation, Modification and Ratification of Mortgage and Note Agreement executed as of November 15, 2013 by Borrower and Lender, and recorded in Official Records Book 28922, Page 1116, of the Public Records of Miami-Dade County, Florida (the "Second Modification"; together with the Original Mortgage and the First Modification, collectively, the "Mortgage"), (ii) an Assignment of Leases, Rents and Profits executed as of September 10, 2008, by Borrower in favor of Lender, recorded in Official Records Book 26566 at Page 433, of the Public Records of Miami-Dade County, Florida (the "Assignment of Rents"), (iii) a UCC Financing Statement recorded in Official Records Book

Recorder's Note: All documentary stamp and intangible taxes was paid on the Original Note (defined above) at the time of the recordation of the Mortgage (defined above) that is modified hereby. All documentary stamp and intangible taxes due in connection with the \$2,670,442.63 additional indebtedness evidenced by the A&R Note are being paid in connection with the recordation of this instrument.

26566 at Page 440, of the Public Records of Miami-Dade County, Florida (the "UCC-1"), and (iv) other instruments, documents, security agreements and collateral assignments (collectively, the "Other Loan Documents"; the Mortgage, the Assignment of Rents, the UCC-1 and the Other Loan Documents, collectively, the "Loan Documents").

C. The Borrower has requested that the Lender extend the maturity date of the Original Note until January 24, 2033 and modify certain other terms and conditions set forth in the Original Note. In connection therewith, the Borrower has executed and delivered to Lender an Amended and Restated Promissory Note in the stated principal amount of Six Million Seven Hundred Fifteen Thousand and No/100 Dollars (\$6,715,000.00) (the "A&R Note"), which amends and restates the Original Note (which Original Note has a current outstanding principal balance of \$4,044,557.37) and evidences a future advance in the amount of \$2,670,442.63.

D. As a condition to Lender's agreement to enter into the transactions contemplated by the A&R Note and this Agreement, the Lender requires that the Borrower grant to Lender a first mortgage lien encumbering the property described on Exhibit "A-2" attached hereto and made a part hereof (the "Additional Property"; together with the Existing Property, collectively, the "Property").

E. In addition to the modifications set forth in the A&R Note, Borrower and Lender intend hereby to modify certain other terms and conditions set forth in the Mortgage, the Assignment of Rents, the UCC-1 and the Other Loan Documents as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. The Recitals hereinabove contained are true and correct and are made a part hereof.

2. The additional \$2,670,442.63 indebtedness evidenced by the A&R Note constitutes a future advance under Sections 35-36 of the Original Mortgage.

3. All references in the Loan Documents to the term "Note" or "Promissory Note" shall hereinafter be deemed to refer to the A&R Note. All references in the Loan Documents to the term "Mortgage" shall hereinafter be deemed to refer to the Mortgage as modified by this Agreement. All references in the Loan Documents to the term "Loan" shall hereinafter be deemed to mean the loan in the amount of Six Million Seven Hundred Fifteen Thousand and No/100 Dollars (\$6,715,000.00), as evidenced by the A&R Note.

4. As security for the indebtedness evidenced by the A&R Note, the Borrower hereby grants to Lender a first priority mortgage lien and security interest in the Additional Property. In connection therewith, the lien and security interest of the Mortgage and the Assignment of Rents is hereby spread and expanded such that both the Mortgage and the Assignment of Rents encumber, in addition to the property described on Exhibit "A-1" attached hereto, the property described in Exhibit "A-2" attached hereto, including, without limitation, all

personal property located at, or related to, the Additional Property, to the same extent as if the Additional Property had originally been included within the property encumbered by the Mortgage. All of the covenants and requirements contained in the Mortgage, the Assignment of Rents, the UCC-1 and the Other Loan Documents that relate to the property encumbered thereby shall hereafter also apply to the Additional Property in addition to the property originally described therein.

5. The Borrower and Lender agree that the Mortgage shall secure the indebtedness, obligations and liabilities now or hereafter evidenced by the A&R Note, which is secured by the Mortgage. Accordingly, in addition to all other indebtedness, obligations and liabilities currently secured thereby, the Mortgage shall also secure the A&R Note, all principal sums now or hereafter outstanding thereunder, and all interest and other amounts due or to become due thereon, together with all extensions, amendments, modifications or renewals thereof.

6. Borrower affirms, represents and warrants to Lender that all of the representations and warranties contained in the Mortgage are true and correct in all material respects as the date hereof.

7. Borrower shall promptly pay all fees, costs, expenses and disbursements of Lender incurred in connection with the preparation, execution, recordation, delivery and performance of this Agreement, including, without limitation, all title search fees, title insurance premiums, recording costs, and fees and disbursements of Lender's counsel. The Borrower hereby agrees to indemnify the Lender from and against any documentary stamp taxes and intangible taxes (and penalties or interest for non-payment thereof) due in connection with the A&R Note, this Agreement, and/or the execution or delivery thereof or the recording of this Agreement.

8. Borrower hereby acknowledges, confirms and agrees that as of the date hereof, Borrower does not have any defenses, rights of set-off, claims or counterclaims to the enforcement of the Mortgage, as amended, the other Loan Documents, as amended, the A&R Note, this Agreement, and/or any other amendment of even date herewith.

9. Lender's accommodation in agreeing to Borrower's requested modifications and not insisting upon the strict performance of any of the terms, conditions or provisions of any prior loan instruments shall not be deemed to be a waiver of such terms, conditions and provisions, and Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance of any or all of such terms, conditions and provisions, except as modified by this Agreement.

10. It is the intent of the parties hereto that this Agreement shall not constitute a novation or in any way adversely affect the lien of the Mortgage, the Assignment of Rents, the UCC-1 or the Other Loan Documents.

11. Borrower shall not create or permit to exist any mortgage, pledge, lien, security interest (including, without limitation, a purchase money security interest), encumbrance, attachment, levy, distraint or other judicial process on or against the Property or any part thereof (including, without limitation, fixtures and other personalty), whether superior or inferior to the

lien of the Mortgage, without the prior written consent of Lender. Neither Borrower nor its constituents shall obtain any mezzanine or other secondary financing. Any loans between members of Borrower and Borrower shall be subordinate in all respects to the repayment of the Loan.

12. The Lender shall have the right to conduct or have conducted by an independent appraiser acceptable to the Lender updated appraisals of the Property in form and substance satisfactory to the Lender, provided, however, that Borrower shall not be obligated to bear the expense of more than one such appraisal in any twelve (12) month period unless: (a) an Event of Default exists, (b) such appraisal is required by applicable law, rule or regulation of any governmental authority having jurisdiction over the Lender, or (c) such appraisal is ordered in accordance with Section 5(e) of the A&R Note. Borrower shall pay the Lender for the cost of all such appraisals upon demand and such costs shall be secured by the Mortgage.

13. Lender is under no obligation to further amend or modify the Mortgage, the Assignment of Rents or any other Loan Documents executed in connection therewith.

14. Borrower shall not create or permit to exist any mortgage lien, security interest or other encumbrance on the Property. Neither Borrower nor its constituents shall obtain any mezzanine or other secondary financing. Any loans between shareholder of the Borrower and the Borrower (if permitted by Lender), shall be subordinate in all respects to the repayment of the Loan.

15. The Mortgage, the Assignment of Rents, the UCC-1 and the Other Loan Documents are hereby ratified, confirmed and approved in all respects.

16. Except as modified by this Agreement, all of the terms and conditions of the Mortgage, the Assignment of Rents, the UCC-1 and the Other Loan Documents shall be unmodified and shall remain in full force and effect.

17. This Agreement shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida, excluding the principles thereof governing conflicts of law.

18. This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

19. This Agreement sets forth the entire agreement between the parties and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral between the parties relating to the subject matter herein.

20. Borrower acknowledges that it is responsible to ensure that Lender receives all Post-Closing Deliveries (as defined below) in a timely manner following closing, and in no event later than forty-five (45) days following the date hereof (the "Deadline"). As used herein, the term "Post-Closing Deliveries" means (i) an original of this Agreement, each assignment of leases and any other loan document to be recorded in the Public Records of the County in which the collateral securing the Loan is located, each of which shall have been duly and properly recorded with all exhibits and schedules attached, (ii) the original loan title insurance policy (or

endorsement, as applicable) in the form required to be issued pursuant to the marked-up title commitment received by the Lender at Closing, and (iii) any other item required to be provided to Lender on a post-closing basis; provided, however, that the Deadline for any item pursuant to this clause (iii) shall be the date such item is required to be delivered pursuant to the Loan Documents, and in absence of any express deadline, forty-five (45) days after the date hereof. Notwithstanding the foregoing, if Lender's legal counsel for the Loan is also acting as title and closing agent in connection with this Loan, the term Post-Closing Deliveries shall not include the items described in clauses (i) and (ii). If any of the Post-Closing Deliveries are not timely delivered, Borrower shall promptly pay to Lender, as an administrative charge, the sum of \$300.00 per item. In addition, Borrower shall promptly pay to Lender an additional administrative charge of \$300.00 per item for each full month during which such item remains undelivered. Borrower acknowledges that Lender will incur additional expenses as a result of any such late deliveries, which expenses would be impracticable to quantify, and that Borrower's payments under this Paragraph are a reasonable estimate of such expenses.

21. As a material inducement for Lender agreeing to the loan modification and extension, Borrower hereby waives, discharges, covenants not to sue, acquits and releases Lender and its officers, directors, employees, attorneys and affiliates of and from any and all past and present claims, demands, damages, causes, losses, expenses, actions, and causes of action including, without limiting the generality of the foregoing, any and all known and unknown injuries and damages with respect to or arising out of any matter, cause or thing whatsoever through the date hereof, including, without limitation, with respect to (i) the transactions represented by the Original Note, the A&R Note, the Mortgage and any other loan documents, (ii) the administration of the Loan, or (iii) all matters related to the Loan in any respect.

22. **THE LENDER AND THE BORROWER SPECIFICALLY AGREE THAT THEY WAIVE ALL RIGHTS TO RELY ON OR ENFORCE ANY ORAL STATEMENTS MADE PRIOR TO OR SUBSEQUENT TO THE SIGNING OF THIS DOCUMENT.**

23. **THE LENDER AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY WAIVE THE RIGHT EITHER/ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS DOCUMENT, AND/OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, AND/OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), LOANS, ACCOUNTS, CONTRACTS, DISCUSSIONS, AND/OR AGREEMENTS OF ANY KIND, AND/OR ACTIONS OF EITHER/ANY PARTY MADE BEFORE, DURING, OR AFTER THE EXECUTION OF THIS DOCUMENT. THIS WAIVER APPLIES IN THE EVENT ANY OTHER PARTIES INSTITUTE, JOIN, OR DEFEND ANY LITIGATION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER EXECUTING THIS AGREEMENT. IT IS EXPRESSLY AGREED THAT NO PARTY OR ENTITY HAS REPRESENTED THAT THIS WAIVER WILL NOT BE ENFORCED.**

24. VENUE AND JURISDICTION SHALL BE IN MIAMI-DADE COUNTY, FLORIDA, FOR ANY AFFIRMATIVE OR DEFENSIVE LEGAL PROCEEDINGS IN CONNECTION WITH THIS DOCUMENT AND/OR ANY OTHER DOCUMENT SIGNED BY THE BORROWER IN FAVOR OF THE LENDER.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BORROWER:

FRALURA INC.,
a Florida corporation

By: [Signature]
Name: Ramon F. Dorta
Its: President

[Signature]
[Print Name] Cheryl Kaufman

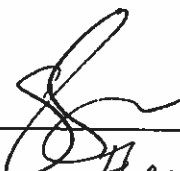
[Signature]
[Print Name] Elena Andora

State of Florida)
)ss:
County of Miami-Dade)

The foregoing instrument was acknowledged before me this 24th day of January, 2018 by Ramon F. Dorta, the president of Fralura Inc., a Florida corporation, on behalf of the corporation. Such person is personally known to me (YES) (NO) or who has produced _____ as identification.

[Signature]
(Signature of Notary)
Cheryl Kaufman
(Print Name of Notary)




Elena Aidova


[Print Name]



Cheryl Kaufman
 [Print Name]

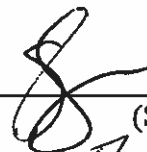
LENDER:

OCEAN BANK,
 a Florida banking corporation

By: 
 Name: ROBERT C. NORONA
 Title: SVP

State of Florida)
)ss:
 County of Miami-Dade)

The foregoing instrument was acknowledged before me this 24th day of January, 2018
 by Robert Norona, as a SVP President of Ocean Bank, a Florida
 banking corporation, on behalf of the bank. He/She is personally known to me (YES) (NO) or
 who has produced _____ as identification.


 (Signature of Notary)
Elena Aidova
 (Print Name of Notary)

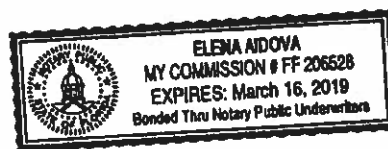


Exhibit A-1

EXISTING PROPERTY

PARCEL A:

Lots 12 and 13, Block 28, LAWRENCE ESTATE LAND COMPANY'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 46, of the Public Records of Miami - Dade County, Florida.

AND

Lots 7 and 8, Block 39, CORAL GABLES DOUGLAS SECTION, according to the plat thereof as recorded in Plat Book 25, Page 69, of the Public Records of Miami - Dade County, Florida.

PARCEL B:

Tract A of KAKOURIS HEIGHTS, according to the plat thereof, as recorded in Plat Book 96, at Page 50, of the Public Records of Miami - Dade County, Florida. Less the following described parcel of land; beginning at the SW corner of said tract A, KAKOURIS HEIGHTS, thence run Easterly along the south line of curve concave to the Northwest and having for its elements a radius of 25 feet and a central angle of $90^{\circ}09'47''$; thence run Northwesterly along the arc of said circular curve for an arc distance of 39.34 feet to the point of tangency; thence run $N 00^{\circ}00'10''E$ along the East line of said Tract A for a distance of 65.0 feet to a point thence run westerly for a distance of 90.5 feet to a point; thence run $N89^{\circ}50'23''$ West for a distance of 1.90 feet to a point along the West line of said Tract A; thence run $S 00^{\circ}02'14''$ West along the west line of said tract for a distance of 90.18 feet to the point of beginning.

PARCEL C:

Lots 11, 12, and 13, subject to Road Right-of-Way of the north 5 feet of Lots 11, 12 and 13, in Block 1, of HIGHWAY PARK, according to the plat thereof as recorded in Plat Book 40, Page 29, of the Public Records of Miami - Dade County, Florida.

Exhibit A-2

ADDITIONAL PROPERTY

PARCEL D:

Lots 7 and 8, Block 2, SILVER BLUFF ESTATES SECTION A, according to the plat thereof as recorded in Plat Book 10, Page 59, of the Public Records of Miami - Dade County, Florida.

#54095211_v2

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Ocean Bank



Institution Details

Data as of 12/18/2020



FDIC Insured
Since 12/09/1982

FDIC Cert #
24156

Established
12/09/1982

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

Primary Federal Regulator
FDIC

Main Office Address
780 N.W. 42nd Avenue
Miami, FL 33126

Primary Website
www.oceanbank.com

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

Consumer Assistance
[FDIC Customer Assistance Form](#)

Contact the FDIC
[Ocean Bank](#)

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[Locations](#)[History](#)[Institution
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23 Branch Offices

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Results

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1



Page #

Go

UNINUM	Branch Number	Name	Address	City	County	State
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780 N.W.
42nd

F

16824	Main Office	Ocean Bank	Avenue Miami, FL 33126	Miami	Miami-Dade	FL	
256984	1	Bird Road Branch	7951 Sw 40th St Miami, FL 33155	Miami	Miami-Dade	FL	F
256985	2	Palm Spring Branch	790 West 49th Street Hialeah, FL 33012	Hialeah	Miami-Dade	FL	F
256986	3	West Flagler Branch	8700 W Flagler St Miami, FL 33174	Miami	Miami-Dade	FL	F
17491	4	Hialeah Branch	1801 West Fourth Avenue Hialeah, FL 33010	Hialeah	Miami-Dade	FL	F
256987	5	Brickell Branch	1000 Brickell Ave Miami, FL 33131	Miami	Miami-Dade	FL	F
256988	6	Coral Way Branch	12005 26th Street S.W. Miami, FL 33175	Miami	Miami-Dade	FL	F
		Eighth	6600 S.W. 8th Street				F

256989	7	Street Branch	West Miami, FL 33144	West Miami	Miami-Dade	FL	
256990	8	Coral Gables Branch	2655 Le Jeune Road Coral Gables, FL 33134	Coral Gables	Miami-Dade	FL	F
256991	9	Airport West Branch	7650 N.W. 25th Street Miami, FL 33122	Miami	Miami-Dade	FL	F
256992	10	Miami Lakes Branch	7455 Miami Lakes Drive Miami Lakes, FL 33014	Miami Lakes	Miami-Dade	FL	F
256993	11	Miami Beach Branch	501 41st Street Miami Beach, FL 33140	Miami Beach	Miami-Dade	FL	F
256994	12	Downtown Miami Branch	165 Southeast 1st Street Miami, FL 33131	Miami	Miami-Dade	FL	F
256995	13	Downtown Fort Lauderdale	200 Northeast 3rd Avenue Fort Lauderdale	Fort Lauderdale	Broward	FL	F

Branch	FDIC	Branch	FDIC	Branch	FDIC	Branch	FDIC	Branch	FDIC
		Lauderdale, FL 33301							
256997	15	Taft Street Branch	6775 Taft Street Hollywood, FL 33024	Hollywood	Broward	FL	F		
359708	20	Miller Branch	14651 Sw 56th Street Miami, FL 33175	Miami	Miami- Dade	FL	F		
365331	21	Weston Branch	2300 Weston Road Weston, FL 33326	Weston	Broward	FL	F		
419488	22	Kendall Drive Branch	10950 North Kendall Drive Miami, FL 33176	Miami	Miami- Dade	FL	F		
514896	23	Doral Branch	2500 N.W. 97th Avenue Suite 100 Doral, FL 33172	Doral	Miami- Dade	FL	F		
583266	24	Pinecrest Branch	13593 South Dixie Highway Pinecrest, FL 33172	Pinecrest	Miami- Dade	FL	F		

FL 33156

15680 S.
W. 88th
Street
Miami, FL
33196

605439	26	West Kendall Branch	Miami	Miami- Dade	FL	F
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20900 Ne
30th Ave
Aventura,
FL 33180

607784	27	Aventura Branch	Aventura	Miami- Dade	FL	F
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6939 Red
Rd.
Coral
Gables, FL
33143

611946	28	South Miami	Coral Gables	Miami- Dade	FL	F
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