

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

DAVID M. GERSTEN, as Receiver for NEW  
WORLD CONDOMINIUM APARTMENTS  
CONDOMINIUM ASSOCIATION, INC.,

CASE NO: 2023-015785-CA-01

SECTION: CA 11

Petitioner,

v.

VOLRICK WALLACE HIGGS, *et al.*,

Respondents.

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**PETITIONER'S MOTION FOR SUMMARY JUDGMENT**

The Honorable David M. Gersten (Ret.) as the court-appointed receiver of New World Condominium Apartments Condominium Association, Inc. ("Receiver") moves for summary judgment, and states:

**INTRODUCTION**

Summary judgment should be entered in favor of Receiver as to Count I for partition because the undisputed facts show that the Condominium Property cannot be equitably divided without prejudice to the unit owners, *et al.* And, for the foregoing reasons, the Receiver is entitled to a judgment of partition, and approval of a sale of the subject property. And, to conserve the resources of the parties, the Court, and the Receivership Estate, the Receiver should be appointed as special magistrate to effectuate such sale. And, summary judgment should be entered in favor of Receiver as to Count II for declaratory judgment because the requested declarations are necessary to wind up the affairs of the Association.

## **UNDISPUTED MATERIAL FACTS**

The following facts are material to this case, are undisputed, and show that the Receiver is entitled to summary judgment as a matter of law.

### **I. Undisputed Facts Regarding the Condominium Property and Association.**

1. The condominium known as the New World Condominium Apartments is a 77-unit condominium wholly located in Miami-Dade County, Florida, at 395 N.W. 177 Street, Miami, Florida 33169 (the “Condominium Property”).

2. The Condominium Property was managed by a condominium association known as New World Condominium Apartments Condominium Association, Inc. (the “Association”).

3. The Declaration of Condominium, which governs both the Condominium Property and the Association, is recorded in the public records in and for Miami-Dade County, Florida, at O.R. Book 17301, Pages 1661-1789. *See* Declaration of Condominium, attached as **Exhibit A**.

### **II. Undisputed Facts Regarding the Appointment of the Receiver.**

4. On January 28, 2023, a catastrophic fire engulfed the Condominium Property, severely damaging the structures located thereon. *See* Order Appointing Receiver, attached hereto as **Exhibit B** (the “Receivership Order”).

5. The Building Official for the City of Miami Gardens subsequently determined that the entire Condominium Property was an “unsafe structure,” which rendered it 100% untenable.

6. Thereafter, three unit owners (acting for the use and benefit of the other unit owners) filed an Emergency Verified Petition for Appointment of Receiver and for Injunctive Relief, as well as an Emergency Verified Motion for Appointment of Receiver, in the case styled *Louis Jean Baptiste, et al. v. New World Condo. Apts. Condo. Ass’n, Inc.*, Case No. 23-001716-CA-11 (Fla. 11th Cir. Ct. 2023) (the “Receivership Case”).

7. On February 7, 2023, the Association, including “all of its tangible assets, real estate it manages, *i.e.* [the Condominium Property], receivables, and financial accounts,” was placed into a receivership upon the Court’s finding that the near-total destruction of the Condominium Property was caused by the Association’s neglect and inaction. *See* Receivership Order, attached hereto as **Exhibit B**, at pp. 1-2.

8. Pursuant to the Receivership Order, the Receiver was/is required to, *inter alia*, take possession of the Association’s assets, including, *inter alia*, the Condominium Property, as well as assess the Association’s business operations, collect its debts, collect assessments, levy assessments, liquidate its assets (including the Condominium Property), and “[e]xercise all powers [] [] conferred upon the officers and directors of the [Association] under law and the declaration [of condominium].” *Id.* at p. 2, ¶ B(4).

### **III. Undisputed Facts Regarding the Termination of the Association.**

9. The Declaration of Condominium provides, in relevant part, the following:

12.8 DETERMINATION TO REPAIR. If any part of the Condominium Property is damaged by casualty the determination as to whether or not it shall be repaired (which term shall include reconstruction) shall be made in the following manner:

....

b. DAMAGE TO UNITS.

...

(ii) If the damage is to Units and if the Units to which more than 70% of the Common Elements are appurtenant are found by the Board to be untenable, then the damaged property will not be repaired, and the Condominium will be terminated (without agreement as elsewhere provided), unless within sixty (60) days after the casualty, voting interests representing 70% or more of the Common Elements agree in writing to the repair. Further, any election to terminate the condominium pursuant to this section shall also require the approval of the eligible holders of the first mortgages on units to which at least

51% of the votes of units subject to the mortgages held by such eligible holders are allocated.

*See* Declaration of Condominium, attached as **Exhibit A**, at pp. 1684-85, at § 12.8(b)(ii).

10. On or about March 6, 2023, the Receiver, acting as the Board of Directors of the Association pursuant to the Receivership Order, found that the Condominium Property was untenable. *See* Receiver's Memorandum, attached hereto as **Exhibit C**.

11. The Receiver notified the unit owners of such finding and of their right to vote to repair the Condominium Property. *See* Receiver's Notice to Unit Owners, attached hereto as **Exhibit D**.

12. Voting interests representing 70% or more of the common elements of the Association did not notify the Receiver in writing of their agreement to repair the Condominium Property within sixty (60) days of the January 28, 2023 casualty (or by March 29, 2023). As such, the Declaration of Condominium provides: "[T]he Condominium will be terminated." *See* Declaration of Condominium, attached as **Exhibit A**, at pp. 1684-85, at § 12.8(b)(ii).

#### **IV. Undisputed Facts Regarding Interest in the Condominium Property.**

13. The Declaration of Condominium provides, *inter alia*, that each individual unit owner owns an undivided share in the common elements of the Condominium Property. *See id.* at p. 1676, § 4.1 (Interest in Common Elements); *see also id.* at p. 1778-79 (states each unit's percentage of interest in the common elements of the Condominium Property).

14. The legal description of each unit (as set forth in the recorded deeds for each unit), as well as the percentage of ownership interest for each unit (as set forth in the engineering report on pages 1778-79 of the Declaration of Condominium), and the names and last known addresses of each unit owner, joint tenant, tenant in common, and coparcener are set forth in a chart attached hereto as **Exhibit E**.

15. The names and addresses of others which may be interested in the Condominium Property (*i.e.* mortgagees, judgment creditors, and lienholders), as well as detailed allegations regarding their potential claimed interest are set forth in a chart attached hereto as **Exhibit F**.

16. The Condominium Property is now owned by the unit owners referenced in **Exhibit E**, and, if applicable, the other interested parties referenced in **Exhibit F**, as tenants in common with each party owning a percentage of interest in the common elements of the Condominium Property as applicable to each unit.

17. The property sought to be partitioned is indivisible.

**V. Undisputed Facts Regarding Other Interest in the Condominium Property.<sup>1</sup>**

18. The Receiver engaged several professionals to assist him in carrying out his duties and responsibilities under the Receivership Order, which provides that the Receiver has the power/duty to “[h]ire and/or discharge any agents, professionals, including attorneys’ and accountants or employees, property managers or others as necessary for proper administration of the receivership.” *See* Receivership Order, attached hereto as **Exhibit B**, at p. 4, ¶ B(15).

19. Such professionals have been instrumental to the Receiver’s evaluation of the Association’s rights and obligations including securing the premises, allowing certain unit owners temporary access to retrieve their personal belongings, determining the estimated and/or potential value of the receivership estate (including the value of the Condominium Property), communicating with the unit owners/tenants of the Association, providing unit owners and tenants with necessary information regarding the receivership, obtaining and analyzing key documents of

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<sup>1</sup> The following undisputed facts show that, in addition to the unit owners and other interested parties set forth in **Exhibits E and F**, the following persons/entities have an interest in the Condominium Property: (i) the Association, (ii) New Wave Loans Residential, LLC, (iii) Demolition Gods LLC, (iv) the Receiver and his law firm, Gordon Rees Scully Mansukhani LLP, and (v) the Receiver’s lead counsel, Damian | Valori | Culmo.

the Association to identify and investigate the Association's assets and liabilities and determine the value (or estimated value) of the receivership estate and the value of the Condominium Property, accessing and controlling the Association's bank account, and collecting maintenance fees and special assessments from unit owners.

20. The Receiver and his professionals also determined that, at the time the Receiver was appointed, the Association only had about \$9,000.00 in its bank account, the unit owners owed (and still owe) the Association more than \$800,000 in past due unpaid maintenance fees and special assessments, and the Association did not (and still does not) have the financial means to pay certain creditors of the Association monies which were owed to them prior to the Receiver's appointment.

21. The Association has a lien for all amounts owed by the unit owners to the Association under the Condominium Documents and under Florida law.

22. The Receiver moved the Court in the Receivership Case to approve a loan certificate in the amount of \$400,000.00 (plus payments of interest at 9.9% and certain loan fees) to pay obligations and creditors of the Association, and to continue to perform work on the Condominium Property, as well as make partial payments to the professionals hired by the Receiver to perform such work [D.E. 17]. The Court approved that loan certificate on March 28, 2023 [D.E. 21].

23. The Receiver subsequently moved the Court in the Receivership Case to approve demolition of the building located on the Condominium Property (as was required by the City of Miami Gardens and pursuant to section 12.16 of the Declaration of Condominium) and a related loan certificate in the amount of \$500,000.00 (plus payments of interest at 9.9% and certain loan fees) to perform such demolition [D.E. 30]. The Court approved the demolition and related loan certificate on August 17, 2023 [D.E. 31].

24. Pursuant to the foregoing orders [D.E. 21 and 31], the lender, New Wave Loans Residential, LLC, has an interest in the Condominium Property to the extent the foregoing loan amounts are “payable only out of the Receivership Estate,” and provide the lender, New Wave Loans Residential, LLC, with “a first lien, prior to any and all other liens over the Receivership’s assets . . . and superior to the rights, titles and interests of [the foregoing interested parties].”

25. Also, the Receiver, as well as his professionals, including his law firm, Gordon Rees Scully Mansukhani LLP, and lead counsel, Damian | Valori | Culmo, have an interest in the Condominium Property to the extent that they are owed attorneys’ fees and costs and related expenses in the Receivership Case and related cases as set forth in the orders authorizing deferred payment of same entered in the Receivership Case on April 24, 2023 [D.E. 24], September 19, 2023 [D.E. 35], and December 7, 2023 [D.E. 42], as well as future orders regarding same to be entered in the Receivership Case and/or related cases.

26. The Association has the right to specially assess the unit owners to pay for all obligations of the Association and to lien the Condominium Property as to all such obligations, including the repayment of the foregoing loans.

27. For the reasons, set forth above, because the Association members do not wish to repair the Condominium Property, nor is it economically feasible to do so, partition is necessary and appropriate to effectuate a sale of the Condominium Property for the highest value.

28. The Petitioner, as receiver of the Association, should be appointed as Special Magistrate pursuant to section 64.06, Florida Statutes, so that he can administer a sale of the Condominium Property and make distributions of the remaining funds to the unit owners and other interested parties under the Court’s supervision and approval.

## LEGAL ARGUMENT

### I. Summary Judgment Should be Entered as to Count II for Declaratory Judgment

A judicial determination regarding the provisions of a Declaration of Condominium is purely a question of law, which is properly decided by this Court. *See Royal Oak Landing Homeowners Ass'n v. Pelletier*, 620 So. 2d 786, 788 (Fla. 4th DCA 1993) (“the interpretation of a contract or a covenant is a matter of law,” not a disputed issue of material fact); *see also New Media Consulting v. V.*, 2019 Fla. Cir. LEXIS 14778, \*7-8 (Fla. 11th Cir. Ct. 2019) (“There is no genuine issue of material fact in dispute as to what the terms of [a] Declaration [of Condominium] state. The determination as to the provisions of [a] Declaration [of Condominium] . . . is purely a question of law which is properly decided by this Court . . . not a disputed issue of material fact.”).

Here, the Petitioner’s claim for declaratory relief (Count II) is based upon section 12.8(b)(ii) of the Declaration of Condominium. More specifically, the Petitioner seeks declarations from the Court that: (i) “the condominium is terminated pursuant to section 12.8(b)(ii) of the Declaration of Condominium because 70% or more of the unit owners did not agree in writing to repair the Condominium Property within 60 days of the January 28, 2023 fire,” *see* Amended Complaint, at ¶¶ 34-45, and (ii) “the [language in] section 12.8(b)(ii) of the Declaration of Condominium . . . does not apply because no ‘election’ occurred, only a ‘finding’ by the Receiver, followed by a failure of 70% of the unit owners to notify the Receiver that they wished to rebuild,” *Id.* at ¶ 36.

Because the language set forth in section 12.8(b)(ii) of the Declaration of Condominium is unambiguous, section 12.8(b)(ii) of the Declaration of Condominium is susceptible to only one meaning. As such, the interpretation of such provision is a matter of law for the Court to resolve. *See Turner Construction Co. v. Central Fla. Equipment Rental, Inc.*, 904 So. 2d 474, 475 (Fla. 3d

DCA 2005). In so doing, the Court must give the language used by the parties its ordinary and plain meaning as is set forth in the requested relief. *See id.* at 476.

And, the Respondent believes that none of the above-captioned Respondents dispute the fact that the pertinent allegations set forth in the Petitioner’s claim for declaratory judgment (Count II) demonstrate a bona fide, actual, present, and practical need for the declaration. *See Amended Complaint*, at ¶ 37. As such, the requested relief should be granted.

For the foregoing reasons, summary judgment should be entered in favor of Petitioner as to Count II for declaratory judgment.

WHEREFORE, the Petitioner respectfully requests that the Court: (i) grant Summary Judgment as to Count II of the Amended Complaint (Declaratory Judgment); (ii) enter declaratory relief, declaring that New World Condominium Apartments, governed by the Declaration of Condominium recorded in the public records in and for Miami-Dade County, Florida, as O.R. Book 17301, Pages 1662-1789, is terminated; and (iii) order that the Association may dissolve and wind down its affairs through the receivership proceedings, Case Number 2023-001716-CA-01 in the circuit court in and for Miami-Dade County, Florida (the “Receivership Proceedings”).

## **II. Summary Judgment Should be Entered as to Count I for Partition.**

The Petitioner is entitled to a judgment of partition because (a) the elements of the Petitioner’s claim for partition are undisputed, and (b) the undisputed facts show that the Condominium Property cannot be equitably divided without prejudice to the unit owners, *et al.* And, for the foregoing reasons, the private sale of the Condominium Property should be approved. And, to conserve the resources of the parties and this Court, as well as the resources of the Receivership Estate, the Receiver should be appointed as special magistrate to effectuate such sale.

**a. The Elements of the Statutory Claim for Partition are Undisputed.**

To state a statutory claim for a partition under section 64.041, Florida Statutes, a plaintiff must allege a description of the lands at issue, the names, and places of residence of the owners, the ownership interest of each, and allege such other matters, if any, necessary to enable a court to adjudicate the rights and interests of each party. *See* § 64.041, Fla. Stat.; *see also Rose v. Hansell*, 929 So. 2d 22, 23 (Fla. 3d DCA 2006) (“The general rule is that partition is a matter of right” where there cannot be an equitable division of real property (citation omitted)).

Here, there is no genuine issue of material fact as to the elements of a partition action: (i) a description of the lands for which partition is sought,<sup>2</sup> (ii) the names and places of residence of the unit owners, joint tenants, tenants in common, and/or coparceners,<sup>3</sup> (iii) the percentage of the common elements of the Condominium Property held by same,<sup>4</sup> and (iv) the parties agree that the Condominium Property is indivisible.<sup>5</sup>

For the foregoing reasons, summary judgment should be entered as to Count I for partition.

**b. It is Undisputed That the Condominium Property Cannot be Equitably Divided Without Prejudice to the Unit Owners, et al.**

Florida law supports granting summary judgment on partition complaints, requesting the sale of property, where the property sought to be partitioned is indivisible and not subject to partition without prejudice to its owners. *See Rose v. Hansell*, 929 So. 2d 22, 23 (Fla. 3d DCA 2006) (“The general rule is that partition is a matter of right” where there cannot be an equitable division of real property (citation omitted)). *See e.g., Bucacci v. Boutin*, 933 So. 2d 580, 584 (Fla. 3d DCA 2006)

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<sup>2</sup> *See* Amended Complaint, at ¶ 18; *see also* Receivership Order (**Exhibit B**), at ¶ 1.

<sup>3</sup> *See* **Exhibit E** (listing names and residences of unit owners, *et al.*).

<sup>4</sup> *See* **Exhibit E** (listing each unit’s percentage of ownership interest in the common elements as set forth on Pages 1778-79 of the Declaration of Condominium).

<sup>5</sup> The above-captioned Respondents do not argue that the Condominium Property is divisible.

(affirming partition despite contractual waiver of partition rights, reasoning that “it would be manifestly unjust to enforce the purported waiver provision in this case”). Here, it is undisputed that the Condominium Property cannot be equitably divided without prejudice to the unit owners and others interested in the Condominium Property.

For the foregoing reasons, summary judgment should be entered as to Count I for Partition.

**c. The Petitioner is Entitled to a Judgment of Partition Under § 64.051, Fla. Stat.**

Section 64.051, Florida Statutes, provides: “The court shall adjudge the rights and interests of the parties, and that partition be made if it appears that the parties are entitled to it. When the rights and interests of plaintiffs are established or are undisputed, the court may order partition to be made, and the interest of plaintiffs and such of the defendants as have established their interest to be allotted to them, leaving for future adjustment in the same action the interest of any other defendants.” § 64.051, Fla. Stat. (2023).

Here, the Petitioner is entitled to final judgment of partition because the rights and interests of the Petitioner are undisputed as set forth *supra*, and the interests of the Respondents and others interested in the Condominium Property have been established such that they may be allotted to such parties may be later adjusted in the same action.

For the foregoing reasons, the Petitioner is entitled to a judgment of partition.

**d. The Receiver Respectfully Requests Appointment as Special Magistrate Over the Partition Sale Under § 64.061(4), Fla. Stat.**

Section 64.061(4), Florida Statutes authorizes the Court to appoint the Receiver as special magistrate over the sale of the Condominium Property. *See* § 64.061(4), Fla. Stat. (2023) (“On an uncontested allegation in a pleading that the property sought to be partitioned is indivisible and is not subject to partition without prejudice to the owners or if a judgment of partition is entered and the court is satisfied that the allegation is correct, on motion of any party and notice to the others,

the court may appoint a special magistrate or the clerk to make sale of the property either at private sale or as provided by s. 64.071.”); *see also Carlsen v. Carlsen*, 346 So. 2d 132, 133 (Fla. 2d DCA 1977) (“Where it is apparent from an allegation and proof that the property cannot be divided without prejudice to the owners, the court may . . . appoint a special [magistrate] to sell the property at private or public sale.”).

Here, for the reasons set forth *supra*, the undisputed facts show that the Condominium Property is indivisible and is not subject to partition without prejudice to the unit owners, *et al.* As such, the Court is authorized to appoint a special magistrate to effectuate the sale of the Condominium Property. Because the Receiver is already familiar with matters concerning the Condominium Property (*i.e.* title related matters and the Receivership), resources of the parties, this Court, and the Receivership Estate will be conserved by the Receiver’s appointment as special magistrate over the sale of the Condominium Property.

For the foregoing reasons, the Receiver respectfully requests the Court enter an order appointing the Receiver as the special magistrate over such sale, and, in so doing, granting the Receiver the absolute authority to, among other things: (i) set the sales price on the Condominium Property, (ii) negotiate the sales price of the Condominium Property, (iii) select a real estate broker, negotiate the real estate broker’s commission, and execute for the benefit of the parties a listing agreement with the broker to sell the Condominium Property, (iv) set timing for sales price changes, when appropriate, and the amount of any price changes and/or listing prices, (v) prepare closing documents on any sale of the Property, (vi) act as closing agent on any sale of the Condominium Property, (vii) prepare title insurance policies or cause same to be prepared, (viii) act as escrow agent for the withholding of sales proceeds pending the resolution of the above-captioned action and related actions, including, but not limited to, the Receivership Case, unless

otherwise agreed to in writing by the parties or ordered by the Court, (viii) pay taxes or insurance accrued to the date of the sale, (ix) pay other valid liens, mortgages, and/or judgments of record require repairs or maintenance to the Condominium Property as necessary to fulfill the obligations set forth in the Declaration of Condominium, (xi) execute any sales contracts, deeds, or affidavits necessary to facilitate the sale of the Condominium Property, and (xii) take any and all action necessary to promote and facilitate a sale of the Condominium Property.

WHEREFORE, the Receiver respectfully requests that the Court: (i) grant summary judgment as to Count I of the Amended Complaint (Partition): entitlement to attorneys' fees and the amount of such attorneys' fees; and (ii) adjudge the rights of the parties and enter final judgment as to all parties to this proceeding and all matters concerning title pursuant to Section 64.051, Florida Statutes, as follows:

1. The Honorable David M. Gersten (Ret.) is hereby appointed as Special Magistrate pursuant to Section 64.061(4), Florida Statutes, for the purpose of selling the Condominium Property through private sale or auction as determined by the special magistrate free and clear of all liens and encumbrances.
2. The Special Magistrate shall have the authority to set, negotiate, alter, amend, and/or change the sale price of the Condominium Property, and enter into brokerage agreements or auction format, retain real estate transactional counsel, prepare and/or approve sales contracts and closing statements, prepare or have prepared title insurance policies and title searches, act as escrow agent for sales deposits or proceeds, make payments as approved by the Court for taxes, insurance, liens, judgments and the like, prepare and approve deeds, affidavits, or other documents needed to finalize a sale, and otherwise take all actions needed to facilitate a sale, including selling the Condominium Property by auction, with or without a stalking horse bidder.
3. The final sale shall be approved by the Court.
4. Receiver is hereby awarded his attorneys' fees and costs to be paid from the sale proceeds in this matter in an amount approved by the Court.
5. All record title interests are removed from the property and transferred to the proceeds of the foregoing sale.

6. Proceeds shall be distributed at a later date as approved by the Court, following a notice and an opportunity to be heard by motion and notice of hearing in the matter as follows:
  - a. To pay any state, county, and/or municipality taxes, liens, and insurance associated with the Condominium Property accrued up to the date of the sale.
  - b. To repay in full the principal and accrued interest associated with the loans made by New Wave Loans Residential, LLC. to the Association for Association expenses and to demolish the damaged buildings on the Condominium Property and otherwise benefit the Condominium Property and the Association.
  - c. The costs advanced by Receiver's counsel to administer the estate.
  - d. To pay the Receiver's attorneys' fees and costs in this matter.
  - e. To pay the petitioners' attorneys' fees and costs and the fees and costs of other professionals as approved by the Court in the Receivership Proceedings which have benefited the Condominium Property.
  - f. To pay to the Receivership estate, on behalf of individual unit owners, any unpaid assessments or Association fees owed by a unit owner, which amounts are to be deducted from the proportionate share of the proceeds to be distributed to that unit owner.
  - g. To pay the mortgagees, judgment creditors, and lienholders of record in the amount of each such mortgagee, judgment creditor, or lienholder has established, or shall establish, in this action that it is owed, but which amount shall not exceed the disbursement due to the unit owner of the unit to which the mortgage, lien, or interest is attached.
  - h. To disburse to the unit owners remaining funds in proportion to their percentage ownership interest in the Condominium Property after accounting by unit for unpaid assessments and liens.

Respectfully submitted,

**DAMIAN | VALORI | CULMO**

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Florida's e-Filing Portal, on this 18th day of December, 2024, upon all counsel of record.

/s/ Peter F. Valori

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Peter F. Valori, Esq.

## DECLARATION OF CONDOMINIUM

OF

## NEW WORLD CONDOMINIUM APARTMENTS

GO CONDO, INC., a Florida corporation, as owner of the real property in Dade County, Florida, described on EXHIBIT "1", does hereby state and declare that the realty described on EXHIBIT "1" together with the improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida.

1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

1.1 PURPOSE. The purpose of this Declaration is to submit certain real property and improvements to condominium ownership and use in the manner prescribed by the Laws of the State of Florida.

1.2 NAME AND ADDRESS. The name of this Condominium is NEW WORLD CONDOMINIUM APARTMENTS. The address of this Condominium is 395 N.W. 177th Street, Miami, Florida 33169.

1.3 THE LAND. The real property submitted to condominium ownership is subject to easements, restrictions, declarations, conditions, limitations, reservations and rights of way of record, together with those contained or provided for the Condominium Documents.

1.4 EFFECT. All of the provisions of the Condominium Documents shall be binding upon all Units Owners and are enforceable equitable servitude running with the Condominium Property and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons or entities agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by the Condominium Documents shall run with each Unit in this Condominium.

2. DEFINITION OF TERMS. The terms used in the Condominium Documents shall have the meanings stated in the Condominium Act, and as follows, unless the context otherwise requires:

2.1 CONDOMINIUM ACT. The Condominium Act of the State of Florida (F.S. 718, et. seq.) as it exists at the time of recording this Declaration of Condominium in the Public Records.

2.2 CONDOMINIUM. That form of real property ownership which is created pursuant to the provisions of the Condominium Act and which is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements. The term shall also mean the Condominium established by this Declaration of Condominium.

2.3 CONDOMINIUM PROPERTY. The real and personal property hereby subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.4 ASSOCIATION PROPERTY. That property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members. If in these Condominium Documents, the Association is given certain powers, etc., over Condominium Property or other reference is made to Condominium Property, such term or reference shall also include Association Property, if any.

2.5 UNIT OR CONDOMINIUM UNIT. A part of the Condominium Property which is to be subject to exclusive ownership as specified in the Condominium Documents.

2.6 COMMON ELEMENTS. The portions of the Condominium Property not included in the Units.

2.7 LIMITED COMMON ELEMENTS. Those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

2.8 ASSESSMENT. A share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time.

2.9 COMMON EXPENSES. All expenses and assessments properly incurred by the Association for the Condominium as specified in F.S. 718.115 and by the provisions of the Condominium Documents.

2.10 SPECIAL ASSESSMENTS. Any assessment levied against Unit Owners other than the assessments required by the annual budget adopted by the Association.

2.11 COMMON SURPLUS. All receipts of the Association, collected on behalf of the Condominium, including but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, in excess of the amount of Common Expenses.

2.12 CONDOMINIUM DOCUMENTS. This Declaration of Condominium and all exhibits attached hereto.

2.13 DECLARATION OR DECLARATION OF CONDOMINIUM. This instrument.

2.14 ARTICLES OF INCORPORATION. The Articles of Incorporation of the Association, filed in the Office of the Secretary of State of Florida.

2.15 BY-LAWS. The By-Laws of the Association.

2.16 MANAGEMENT AGREEMENT. The Management Agreement entered into, from time to time, by the Association.

2.17. MANAGEMENT FIRM. The firm hired by the Association pursuant to Management Agreement.

2.18 SPONSOR. The entity, its successors and assigns, which created this Condominium, also referred to as the "Developer".

2.19 UNIT OWNER. The owner of a Condominium Unit.

2.20 OCCUPANT. The person or persons in actual possession of a Unit.

2.21 ASSOCIATION. The Condominium Association formed by the Articles of Incorporation. The Association is a non-profit Florida corporation responsible for the operation of the Condominium.

2.22 BOARD OR BOARD OF DIRECTORS. The Board of Directors of the Association.

2.23 INSTITUTIONAL MORTGAGEE. A State or Federal Bank, Savings and Loan Association or service company, Sponsor, any lender designated as such by Sponsor, Insurance Company, Real Estate Investment Trust, Union Pension Fund or an Agency of the United States Government, F.N.M.A., or like entity being a mortgagee of a Unit.

These definitions shall apply as the context requires whether or not the same are capitalized in their usage.

### 3. SURVEY AND DESCRIPTION OF IMPROVEMENTS.

3.1 SURVEY. Within EXHIBIT "2" at OC-34 et seq. is a survey or other graphic depiction of the real property being submitted to condominium ownership showing all existing easements, a graphic depiction of the improvements in which the Units are located, and a plot plan thereof. Such documents identify the Common Elements and Limited Common Elements, the Units and their relative locations and approximate dimensions. Each Unit is identified on EXHIBIT "2" by a specific number. No Unit bears the same number as any other Unit. The parking areas are depicted thereon.

3.2 TIME SHARING. There will be no time-share estates in this Condominium.

### 4. INTEREST IN COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS, PARKING.

4.1, INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to the Unit, the undivided interest in the Common Elements assigned to that Unit in EXHIBIT "2". The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all Unit Owners (except as provided for elsewhere herein).

4.2 PARTITION. No action shall lie for partition or division of undivided interests in the Common Elements.

4.3 BOUNDARIES. A Unit consists of the space and improvements lying within the following boundaries:

#### 4.3.1 HORIZONTAL BOUNDARIES:

UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of a Unit shall be the following horizontal planes bounding the Unit extended to intersections within the perimetrical boundaries.:

(1) UPPER BOUNDARY -- The plane of the undecorated finishing ceiling.

(2) LOWER BOUNDARY -- The plane of the undecorated finished floor.

#### 4.3.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of a Unit shall be the following vertical plans bounding the Unit extended to intersections with each other and with the Upper and Lower Boundaries:

(1) Boundary between Units -- The centerline of the shear wall between Units.

(2) Exterior Boundary -- The plane of the undecorated exterior surface of the outside wall.

(3) Corridor Boundary --- The plane of the undecorated exterior surface of the corridor wall.

The horizontal and perimetrical boundaries shall be subject to:

(1) Where there is an aperture in any boundary, including, but not limited to, sky lights, windows and doors, the boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework. Exterior walls made of glass or glass fixed to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings,

are part of the Unit and are not Common Elements. Screens are part of the Unit.

(2) The interior partitions within a Unit are part of the Unit.

4.3.3 WEIGHT BEARING STRUCTURES. The area under the unfinished surface of any weight bearing wall or structure which is otherwise within the horizontal and perimetrical boundaries is subject to a Common Element easement of support, use, and maintenance for the benefit of the Association and all Unit Owners.

4.3.4 MAINTENANCE EASEMENT. There shall exist, as a Common Element, an easement through each Unit for the ducts, pipes, conduits, plumbing, wiring or other facilities, maintenance of the Common Elements and easements relating thereto, and for the furnishing of support of the structure, maintenance of corridor wall and utility services to the Units and the Common Elements, and for maintaining, repairing and servicing same.

4.3.5 PIPES. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are appurtenant to such Unit and are not part of the Common Elements.

4.3.6 AIR CONDITIONING. The air conditioning rooms and air handler in the Unit and the air conditioning compressor and blower located on or near any building and the refrigerant and electrical lines running from such compressors to the Unit serving one Unit are part of the Unit and are not Common Elements.

4.4 AUTOMOBILE PARKING AREAS. Each Residential Unit is entitled to, without charge, the exclusive use of one (1) parking space. The Sponsor may, from time to time, assign the exclusive use of one (1) additional parking space to a Unit. Sponsor may charge a fee for such assignment and retain the fee for its own account. The parking space shall be assigned by the Sponsor, or its designee, at the closing of each Unit. The assigned parking space is a Limited Common Element for the use and benefit of that Unit as an appurtenance thereto. Parking spaces which are not assigned to a Unit shall be Common Elements. All parking spaces are subject to rules and regulations adopted by the Association, from time to time.

4.5 LIMITED COMMON ELEMENTS. Balconies, terraces, patios, roof areas, storage lockers, if any, and other areas as designated on Exhibit "2", are Limited Common Elements for the use and benefit of the Unit to which they are adjacent as an appurtenance thereto.

4.6 ROOF COMMON ELEMENTS. No Unit Owner shall have the right, except for maintenance purposes, to go upon the Roof Common Elements. Any Unit Owner assumes the risk for going upon the roof.

4.7 RIGHT TO ALTER. Sponsor reserves the right to alter the interior design, boundaries and arrangements of units owned by Sponsor. The alteration shall be accomplished by an amendment to this declaration. The amendment shall be approved by a majority of the total voting interests. Sponsor may reapportion, if necessary, the shares of ownership in the Common Elements appurtenant to the Units concerned so long as the record owner of the Unit and all record owners of liens join in the execution of the amendment and said amendment is approved by all record owners of all other units. No re-apportionment shall affect the shares of ownership of any other Units.

5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS. Except as specified above, no Unit may be divided or subdivided into smaller Units, and no Unit, or portion thereof, shall, except as specifically authorized by Sponsor, be added to or incorporated into any other Unit.

**6. EASEMENTS.**

**6.1 PERPETUAL NON-EXCLUSIVE EASEMENT.** The Common Elements are, except as limited herein, subject to a perpetual non-exclusive easement in favor of all Unit Owners or Occupants in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

**6.2 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS.** In the event that any Unit, Common Element or Limited Common Element encroaches upon any other Unit, Common Element or Limited Common Element for any reason other than the purposeful negligent act of any person, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

**6.3 SUPPORT AND UTILITY EASEMENTS.** Support, maintenance and utility easements are reserved, and granted, through the Condominium Property as may be required for support, maintenance of the Condominium Property and for the construction and maintenance of utility services in order to adequately serve the Condominium.

**6.4 INGRESS AND EGRESS.** A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the Common Elements, and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes. Further, as appurtenant to each unit there shall be a perpetual easement of ingress to and egress from each unit.

**6.5 CONDOMINIUM DOCUMENTS.** The Condominium Property is subject to all easements necessary to accomplish the provisions of the Condominium Documents.

**6.6 SURVEY EXHIBIT--EASEMENTS.** The Sponsor shall have the right to create for others, or reserve unto itself, such rights and easements as are necessary to accomplish the development, sales and/or leasing of units in this Condominium. If such right or easement is granted as of the date hereof, the portion thereof that falls within the confines of the Condominium Property may be shown on EXHIBIT "2" and shall be governed by the language thereon or may be created by separate document. Sponsor, or its designees, shall have the right, but not the obligation, to enter the Condominium Property for the purpose of constructing, maintaining and repairing easements and the equipment thereon.

**6.7 OF RECORD.** The Condominium Property is subject to easements, reservations, restrictions, conditions, declarations and limitations of record.

**6.8 DEVELOPMENT EASEMENT.** Sponsor reserves an easement, for itself and its designees, over, upon, across, and under the Condominium Property as may be required in connection with the development of this Condominium and to promote or otherwise facilitate the sales and/or leasing of Units in this Condominium.

**6.9 EASEMENT TO ROADWAY.** Sponsor shall provide access to a publicly dedicated roadway for those portions of the Project submitted to Condominium Ownership.

**7. LIABILITY AND METHOD OF SHARING; COMMON EXPENSE; COMMON SURPLUS.**

**7.1 SHARE.** Each Unit shall share in the Common Surplus and be liable for Common Expenses in the same percentage as the percentage of undivided interest of each Unit in the Common Elements. The right to share in the Common Surplus does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the Condominium.

**7.2 EXEMPTION OF SPONSOR.** The Sponsor is excused from the payment of the share of the Common Expenses and assessments otherwise assessable to unsold Units owned by Sponsor for a period terminating on the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs.

In addition, the Sponsor is excused from the payment of the share of Common Expenses otherwise assessable to unsold Units owned by Sponsor and offered for sale during such period of time that Sponsor shall have guaranteed, by subsidy or otherwise, that the assessment for all Common Expenses of the Condominium imposed upon the Unit Owners other than Sponsor shall not increase over a stated dollar amount, and for which period Sponsor shall have obligated itself to pay any amount of Common Expenses not produced at the assessments at the guaranteed level receivable from other Unit Owners. For dates as to the guarantee period and amounts per unit of the assessments, refer to Section 3.6 of the Agreement of Sale and the Estimated Operating Budget.

**8. ADMINISTRATION OF THE CONDOMINIUM.**

**8.1 THE ASSOCIATION.** The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with the provisions of the Condominium Documents and the Condominium Act.

**8.2 MEMBERSHIP.** Each Unit Owner shall automatically become a member of the Association upon acquisition of title to a Unit. Membership shall terminate automatically upon the Unit Owner being divested of title to the Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of membership.

**8.3 POWERS OF ASSOCIATION.** The Association has the authority and power to enforce the provisions of the Condominium Documents, levy and collect assessments, and to adopt, promulgate and enforce rules and regulations governing the use of Condominium Property. The Association has all of the powers and duties set forth in the Condominium Documents and in the Condominium Act. The Association has the right to grant licenses, easements, permits, leases or privileges to any individual or entity, including non-unit owners, which affect the Condominium Property and to alter, add to, relocate or improve Common Elements and Limited Common Elements; PROVIDED, HOWEVER, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant must be obtained by the Association. The Association has the right to exercise its powers, as appropriate, in conjunction with other condominium, homeowners, or other type associations now, or in the future, exist as may be reasonably necessary to promote the health, safety and welfare of the Unit Owners in this Condominium.

**8.4 REPORTS TO MEMBERS.** The Association or its designees shall maintain records and render reports as required by F.S. 718.111.

**8.5 REPORTS TO LENDERS.** So long as an Institutional Mortgagee is the owner or holder of a mortgage encumbering a Unit in the condominium, the Association shall, if requested, furnish the Institutional Mortgagee with one (1) copy of the annual financing statement and report of the Association pertaining to the Unit upon which the mortgage is held. The official records of the Association shall be available for inspection, upon request, during normal business hours or under other reasonable circumstances by any Institutional Mortgagees and related parties.

**8.6 INSURANCE REPORTING.** In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners and Institutional Mortgagees at reasonable times.

**8.7 VOTING.** Each residential Unit, including those owned by the Sponsor, shall be entitled to one (1) vote. The vote of each Unit shall be governed by the provisions of the By-Laws.

**8.8 MANAGEMENT AGREEMENT.** The Association may enter into agreements with any person, firm or corporation for the administration, maintenance and repair of Condominium Property, and may delegate to such person, firm or corporation these powers and duties of the Association as the Association and such person, firm or corporation may agree. The initial Management Agreement of the Association is attached to this Declaration as an Exhibit.

**9. RULES AND REGULATIONS.** Attached hereto as Schedule "A", and incorporated herein by reference, are the rules and regulations relating to the use and occupancy of the Condominium Property.

**10. MAINTENANCE AND REPAIR.**

**10.1 MAINTENANCE BY ASSOCIATION.** The Association is responsible for and shall maintain, repair and replace all of the Common Elements, Limited Common Elements (except as indicated herein to the contrary), the weight bearing walls or columns which are within the boundaries of a Unit (from the undecorated and unfinished surfaces thereof), the exterior surface of all hallway doors, corridor walls (from undecorated and unfinished interior surface thereof) and other areas as indicated in the Condominium Documents.

The Association shall maintain this condominium as a quality, residential condominium. The maintenance shall be performed, at least, to the standards established while the Association was operated by the representatives appointed by the Sponsor.

The Association shall make or permit no material change in the visual appearance of the Condominium which would be detrimental to the sale of units by the Sponsor, without the express written consent of Sponsor. The determination of what would be detrimental to the sale of units is solely in Sponsor's discretion.

Should the Association or a Unit Owner fail to meet the maintenance standards or should the Association make unauthorized changes in appearance, the Sponsor may give thirty (30) days notice to the Association to cure the default. If not cured within the time allowed, the Sponsor may enforce this obligation through legal action in which event the Association shall pay the Sponsor's costs and attorneys' fees.

It is agreed that this agency is coupled with an interest and that Sponsor's interests are irreparably affected if the maintenance standards of the Condominium are allowed to deteriorate.

**10.2 MAINTENANCE BY UNIT OWNERS.** Each Unit Owner shall, subject to the other provisions of the Condominium Documents, maintain, repair and replace, at its expense, all portions of the Unit including, but not limited to, doors, windows, sky lights, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, all appliances, drains, plumbing, fixtures and connections, interior surfaces of all walls, floors and ceilings, air conditioning compressor and blower, refrigerant and electrical lines.

**10.3 MAINTENANCE OF LIMITED COMMON ELEMENTS.** Limited Common Elements shall be maintained as follows:

**10.3.1 PARKING.** The Association shall maintain the parking areas, including the Limited Common Elements assigned to Units.

**10.3.2 TERRACES, PATIOS AND STORAGE AREAS.** Except as specified to the contrary, the Units to which the terraces, patios and storage areas are appurtenant, shall be responsible to, at their own expense, maintain, repairs, and preserve such areas, including, but not limited to, clean and maintain the surfaces and replace and repair light and other fixtures. The Association shall be responsible for the painting thereof as to terraces and patios, only, (at such time as the exterior of the building is being painted) and for the repair and maintenance of the structural components thereof.

**10.4 LIABILITY OF UNIT OWNERS.** If an unauthorized addition and modification is made to a Unit, Limited Common Element, or Condominium Property or if a Unit Owner fails or refuses to maintain and make repairs as required, or causes any damage to the Condominium Property, the Association may take action as it deems necessary and make such repairs, replacements or maintenance. The Association shall then have a legal right to collect such expenses for the cost thereof against the Unit Owner. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

**10.5 INSURANCE PROCEEDS.** Whenever any maintenance, repair and replacement of any items for which a Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the Insurance Trustee, shall be used for the purposes of accomplishing the maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

**10.6 RIGHT OF ENTRY BY ASSOCIATION.** Whenever it is necessary to enter a Unit or Limited Common Element for the purpose of performing any maintenance, alteration, replacement or repair to any portion of the Common Elements or Limited Common Elements, the Unit Owner shall permit an authorized agent of the Association to enter the Unit, or to go upon the Limited Common Elements. Such entry shall be made at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice. The Association has the irrevocable right for entry to a Unit, without advance notice, to make emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. The Association shall retain a master pass key to all the Units in the Condominium. Each Unit Owner does hereby appoint The Association as an agent for the Unit Owner for the purposes herein provided. The Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

**10.7 UTILITY LINES.** Water, sewer and other utility service shall be provided to the Condominium by government or other authorities. The Association shall own and maintain the same as required by the governmental or other authority.

**11. APPORTIONMENT OF TAX OR ASSESSMENT.** If any taxing authority levies or assesses any tax or assessment against the Condominium Property as a whole, and not the individual Units, the tax or assessment is a Common Expense. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any Unit to the same extent as though such tax or assessment had been separately levied by the taxing authority upon each unit.

All personal property taxes levied or assessed against personal or other property owned by the Association are a Common Expense.

12. INSURANCE PROVISIONS. The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by F.S. 718.111(11) and the following provisions:

12.1 PURCHASE OF INSURANCE. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property and the Condominium property. All insurance purchased pursuant to this Article 13 shall be purchased by the Association for the benefit of the Association, the Association property and the Condominium property. In addition, as allowed by law, such insurance shall inure to the benefit of the Unit Owners and their respective mortgagees, as their interests may appear. The policies shall provide for the issuance of Certificates of Insurance and Mortgagee Endorsements to any or all Institutional Mortgagees upon request. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners and the Association, their respective servants, agents, tenants and guests. All insurance policies issued to an individual Unit Owner shall provide that the coverage afforded by such policy is excess over the amounts recoverable under any other policy covering the same property without rights of subrogation against the Association. Each Unit Owner and the Association waive any claim against each other and against other Unit Owners for any loss or damage for which insurance is carried where the insurer has waived its rights of subrogation. All Institutional Mortgagees which hold first mortgages on Units totaling more than \$1,000,000.00 shall, if they so request, have the right to reasonably approve the places and the amounts of insurance. In the event the Association fails or refuses to provide the required insurance those Institutional Mortgagees shall, after reasonable notice to the Association, have the right to pay for same and be subrogated to the lien rights of the Association against all of the units in order to recover any such payments.

12.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder and any other related fees and expenses, excluding insurance purchased by individual Unit Owners, is a Common Expense.

12.3 UNIT OWNERS' RESPONSIBILITY. Each Unit Owner shall obtain insurance, at his own expense, affording covering upon the Unit Owners' property, floor coverings, walls coverings and ceiling coverings. Each Unit Owner may obtain insurance, at its own expense, affording coverage for liability and living expenses as the Unit Owner deems advisable. All insurance issued to Unit Owners shall provide that the coverage afforded by such policies is in excess of the amount recoverable under any other policy covering the same property, without rights of subrogation against the Association.

12.4 COVERAGE. The following coverage shall be obtained by the Association:

a. The building (as defined in F.S. 718.111 [11]) and all other insurable improvements upon the land, including all of the Units as originally constructed, furnished and equipped by Sponsor, Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage or by an independent appraisal service. The word "building" does not include the following equipment if it is located

within a unit and the Unit Owner is required to repair or replace such equipment, electrical fixtures, appliances, air conditioning or heating equipment, water heaters and/or built-in cabinets. In the event that an Institutional Mortgagee holding a first mortgage on a Unit requires that fixtures, equipment or other property within the units to be financed by a mortgage to be purchased by FNMA or FHLMC (regardless of whether or not such property is part of the common elements) must be covered by the condominium "blanket" insurance policy. The coverage shall afford protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, together with all other perils customarily covered with respect to condominiums similar to this, including the standard "all risk" endorsement, if available.

b. Commercial General Liability Insurance in such amounts and form as required by the Association, providing limits of not less than \$1,000,000 combined single limit (bodily injury liability and property damage liability, combined), each occurrence \$1,000,000 personal injury liability, each person or organization, \$2,000,000 general aggregate. The coverage shall include, but not be limited to, water damage, legal liability and liability of the Association for its employees while off premises. Such coverage shall also include liability for bodily injuries and death of persons in connection with the operation, maintenance or use of the common elements and legal liability arising out of lawsuits related to employment contracts of the Association. Business auto coverage covering hired automobile and non-owned automobile liability shall be written, either separately or as part of the commercial general liability policy, providing limits of liability not less than \$1,000,000 combined single limited each accident. All liability policies shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner.

c. Blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association, and/or, if applicable, officers, employees and agents of the Management Firm responsible for handling Association funds, or administering funds on behalf of the Association. The fidelity insurance/bond shall be no less than one and one-half (1 1/2) times the annual budget including reserves. Such bonds must provide that they may not be cancellable or substantially modified without at least ten (10) days prior written notice to the Association or Insurance Trustee and the FNMA Services on behalf of the FNMA, if the condominium is FNMA approved.

d. A "master" or "blanket" policy of flood insurance on the condominium building and any other property covered by the required form of policy in an amount not less than the following: the lesser of: (i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurance property located within a designated flood hazard area; or, (ii) one hundred percent (100%) of current "replacement cost" of all buildings and other insurable property located within a designated floor hazard area.

e. Worker's compensation policies to meet the requirements of law.

f. Such other insurance as the Board may determine to be necessary from time to time or as required by law. The Association, alone or together with other Associations may self-insure against claims against the Association, the Association property, and the condominium property required to be insured by the Association upon compliance with Florida Statutes Sections 624.460 - 624.488. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners at reasonable times.

12.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 12.4a shall provide that all insured loss, except those specifically herein excluded, shall be paid to a bank with trust powers doing business in the County in which the Condominium is located, and which is designated as Insurance Trustee from time to time by the Association. The appointment of the Insurance Institutional Mortgagee holding the greatest dollar amount of first mortgages on the Units. The Insurance Trustee shall not be liable for payment of premiums the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive insurance proceeds, as paid, to hold the proceeds in trust for the benefit of the Condominium, the Association, the Unit Owners and their respective mortgagees as their interests may appear. Proceeds on account of damage to the Units shall be held for the benefit of the Association, affected Unit Owners and their respective mortgagees as their interests may appear.

12.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed (after first paying or making provisions for payment of the expenses, including a reasonable fee for services rendered, of the Insurance Trustee) in the following manner:

a. If the damaged improvement for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs of the reconstruction. Any proceeds remaining after defraying the costs shall be distributed to the Association, except as otherwise provided.

b. If it is determined that the damaged improvement for which the proceeds were paid is not to be reconstructed, the proceeds shall be distributed to the Unit Owners for whom the proceeds are being held and their mortgagees as their interest may appear.

c. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Unit Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee the Association shall promptly deliver the certificate.

12.7 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each mortgagee and for each owner of any other interest in a Unit or the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

12.8 DETERMINATION TO REPAIR. If any part of the Condominium Property is damaged by casualty the determination as to whether or not it shall be repaired (which term shall include reconstruction) shall be made in the following manner:

a. **COMMON ELEMENTS.** If the damage is only to Common Elements or Association Property (if any) the damage shall be repaired.

b. **DAMAGE TO UNITS.**

(i) If the damage is to Units, except as set forth below, the damage shall be repaired.

(ii) If the damage is to Units and if the Units to which more than 70% of the Common Elements are appurtenant are found by the Board to be untenable, then the damaged property will not be repaired, and the Condominium will be terminated (without agreement as elsewhere provided), unless within sixty (60) days after the casualty, voting interests representing 70% or more of the Common Elements agree in writing to the repair. Further, any election to terminate the condominium pursuant to this section shall also require the approval of the eligible holders of the first mortgages on units to which at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated.

(iii) In the event the damage is to be repaired there shall be no reallocation of interests in the common elements resulting from such partial destruction or condemnation unless there is approval of the eligible holders of first mortgages on units to which at least 51% of the votes of units to mortgages held by such eligible holders are allocated.

c. **CERTIFICATE.** The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damage is to be repaired.

12.9 **RESPONSIBILITY.** If the damage is only to those parts of a Unit for which the Unit Owner is responsible, then the Unit Owner shall be responsible for repair after casualty. A Unit Owner shall promptly repair the damage. In all other instances, the responsibility of repair after casualty shall be that of the Association.

12.10 **NATURE OF REPAIR.** Any repairs shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with then current governmental restrictions and codes, if applicable.

12.11 **ESTIMATES.** Immediately after a casualty causing damage to the property for which the Association has the responsibility of repair, the Association shall obtain a reliable, detailed estimate of the cost to repair. The cost may include professional fees and premiums for such bonds as the Board may desire, or those required by any Institutional Mortgagee involved.

12.12 **ASSESSMENTS.** If the proceeds of insurance are not sufficient to defray the estimated costs of repair by the Association, or if, at any time during repair or upon completion of repair, the funds for the payment of the costs are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of the costs. Assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction of their respective units. Assessments on account of damage to common elements, limited common elements or association property are a common expense.

12.13 **DISPOSITION OF PROCEEDS.** The proceeds of insurance and any assessments collected on account of a casualty shall be deposited with the Insurance Trustee and shall constitute a construction fund which shall be disbursed for payment of the costs of repair in the following manner:

a. That portion of insurance proceeds representing damage for which the responsibility of repair lies with Unit Owners shall be paid to contractors, suppliers, and personnel for work done, materials supplied or services required for the repair. Payments shall be in amounts and at times as the Unit Owners may direct, or if there is a mortgagee endorsement, to the payees as the Unit Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make the repair.

b. If the amount of the estimated cost of repair is less than \$25,000.00, and is the responsibility of the Association, the construction fund shall be disbursed directly to the Association in payment of the costs and upon the Association's order.

c. If the amount of the estimated cost of reconstruction is more than \$25,000.00 and is the responsibility of the Association, then the reconstruction fund shall be applied by the Insurance Trustee to the payment of the costs and shall be paid for the account of the Association, from time to time, as the work progresses. The Insurance Trustee shall make payment upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, if any, setting forth:

(1) That the sum requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That, except for the amounts stated in said certificate to be due, there is no outstanding indebtedness which may become the basis of vendor's, mechanic's or materialman's liens.

(3) That the Cost, as estimated, of the Work remaining to be done subsequent to the date of the certificate does not exceed the amount of funds remaining in the construction fund after the payment of the sums requested.

d. The first monies disbursed in payment of the costs shall be from insurance proceeds and shall first be applied to repair of the Common Elements and then to the Units. If there is a balance in the construction fund after the payment of all costs, the balance shall be distributed to the Association, provided, however, if assessments were made under Paragraph 13.12 hereof, if assessments were made under Paragraph 13.12 hereof, then all or a part of the balance shall be returned to the Unit Owners paying the assessment, pro-rata, according to the amount each paid, up to the full amount each paid, and then to the Association.

12.14 EFFECT OF MORTGAGE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued concerning any Unit, the share of the Unit Owner shall be held in trust for the Unit Owner and mortgagees as provided above. No mortgagee shall have the right to determine or participate in the determination as to whether or not the damage shall be repaired. No mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagees where the damage is not to be repaired. All mortgagees agree to waive the right to the proceeds if the proceeds are used to pay for the repair of the damage. The provisions hereof shall not affect the right, if any, of the mortgagee to require any surplus proceeds

payable to a Unit Owner to be distributed to it. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from the duty to repair damage to the Unit as provided above.

12.15 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the voting interests in the Association (or owners in a particular building) is specifically required, all decisions, duties and obligations of the Association hereunder shall be made by the Board. The Association and its members shall jointly and severally be bound thereby.

12.16 REPAIR OF LAND. In the event, pursuant to the provisions of Paragraph 13.8, the condominium is not to be restored, the remains of the building shall be razed and the land thereunder restored to a landscaped green area. The costs thereof is a Common Expense. The expenses thereof shall be deducted from any insurance proceeds paid on account of the damage.

12.17 CONVEYANCE. In the event, pursuant to the provisions of Paragraph 13.8 hereof, the Condominium is not to be restored, the payment of any insurance funds to the Unit Owners and/or their mortgagees, on account of damage to that building, shall be contingent upon those Unit Owners conveying by Quit-Claim deed executed in the recordable form, all interests in the Condominium Property to the Association, and upon the mortgagees thereof executing satisfactions of mortgage, in recordable form, for all mortgages encumbering Units or interests in that building.

12.18 CONDEMNATION. Issues arising from the taking, under power of eminent domain, of Condominium Property shall be dealt with as if the condemned property were destroyed by casualty and the proceeds of the condemnation were insurance proceeds relating to a casualty.

### 13. ASSESSMENT; LIABILITY; LIEN AND ENFORCEMENT.

13.1 GENERAL AUTHORITY. The Association has the power to make, levy and collect regular and special assessments for Common Expenses, such other assessments as provided by the Condominium Act, the provisions of the Condominium Documents and all other expenses declared by the Board to be Common Expenses from time to time.

13.2 UNIT OWNER'S GENERAL LIABILITY. All assessments levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentage of the undivided shares in the ownership of the Common elements. Assessments shall not be increased or decreased based on the existence, or lack of existence, of any right to use a Limited Common Element. Should the Association be the owner of any Unit(s), the assessment, which would otherwise be due and payable to the Association by the owner of such Unit(s), shall be a Common Expense. Sponsor's liability for assessments shall be as specified in Paragraph 7 hereof.

13.3 PAYMENT. Assessments levied against each Unit shall be payable in such installments, and at such times, as determined by the Board.

13.4 SPECIAL ASSESSMENTS. The specific purpose of any special assessment shall be set forth in a written notice of the special assessment sent to each Unit Owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose(s) set forth in the notice. However, upon discharge of the specific purposes, any excess funds shall be considered common surplus.

13.5 EMERGENCIES. If assessments levied are, or may prove to be insufficient to pay the costs of operation and management of

the Condominium, or in the event of emergencies, the Board shall have the authority to level additional assessment(s) as necessary.

### 13.6 RESERVES.

a. **RESERVE FUND.** The Board in assessing for Common Expenses shall include a sum to be collected as reserve funds in compliance with F.S. 718.112. Prior to turnover of the Association, Developer may vote to waive the reserves or reduce the funding of reserves for the first two years of the operation of the Association. After such time, if a meeting of the Unit Owners has been called to waive reserves, in whole or in part, and waiver or reduction of reserves, is not adopted by a majority of all non-developer voting in person or by limited proxy at a duly called meeting of the Associates, or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserves shall be segregated in a separate fund and may only be used for the purpose of funding completion, and/or construction of items reserved for, except as may be decided in advance to the contrary by a vote of the majority members, voting in person or by limited proxy at a duly called meeting.

b. **OPERATING RESERVE FUND.** The Board in assessing for Common Expenses may include a sum to be collected and maintained as a general operating reserve to provide a measure of financial security during periods of special stress. Those sums may be used to meet deficiencies from time to time existing as a result of delinquent payments of assessments by Unit owners or as a result of emergencies.

13.7 **SEPARATE PROPERTY.** All funds collected by the Association shall, unless collected for the benefit of others, be the separate property of the Association. Association funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. All funds may be applied by the Association to the payment of any expenses of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of the Condominium Documents. All funds, except for reserves, may be co-mingled with other funds held by the Association. All funds shall be held and spent for the benefit of the Unit Owners and/or Condominium. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to a Unit. When a Unit Owner ceases to be a member of the Association by the divestment of ownership of a Unit by whatever means, the Association shall not be required to account to such owner of any share of other funds or assets of the Association.

13.8 **DEFAULT.** The payment of any assessment or installment thereof shall be in default if not paid to the Association when due. If a default exists for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by the Condominium Documents, shall bear interest at the rate equal to the maximum rate then allowed to be charged in the State of Florida. All payments shall be applied first to interest, if accrued, and then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. In the event that any Unit Owner is in default in payment of any assessments or installments thereof, that Unit Owner shall be liable for all costs of collection, including reasonable attorneys' fees at all levels of proceeding.

13.9 **NO WAIVER.** No Unit Owner may exempt himself from liability for any assessment by waiver of the use or enjoyment of any of the Condominium Property or by abandonment of the Unit against which the assessment is made or in any other manner.

13.10 **LIEN.** In accordance with F.S. 718.116(5)a, the Association has a lien upon each Condominium Unit. The lien

granted to the Association may be foreclosed as provided in the Condominium Act. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid assessment. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessment, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at his last known address; and upon such mailing, the notice shall be deemed given, and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law.

The Association may also bring an action to recover a money judgment for the unpaid monies without waiving any claim of lien. The liens granted to the Association shall further secure all advances for taxes and payments on account of Institutional Mortgages, lien or encumbrances which may be advanced by the Association in order to preserve and protect its liens.

The liens shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of this Declaration such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association. No lien shall continue for longer than the period provided by statute after the claims of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction.

13.11 ACQUISITION AT FORECLOSURE. A first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is not liable for the share of common expenses or assessments attributable to the condominium parcel or chargeable to the former unit owner if the mortgagee has recorded in the official records a deed in lieu of foreclosure or filed a foreclosure proceeding in a court of appropriate jurisdiction within six (6) months after the last payment of principal or interest received by the mortgagee. The six (6) months period shall be extended for any period of time during which the mortgagee is precluded from initiating such procedure due to the bankruptcy laws of the United States and in no event shall the mortgagee be liable for more than six (6) months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Following acquisition, all Unit Owners of any nature, including, without limitation a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments coming due while the owner of the Unit.

13.12 ACQUISITION. Unless provided by Florida law, the grantee of a Unit shall not be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of the transfer of title, unless such obligation is specifically, personally assumed by such grantee.

13.13 CERTIFICATE OF STATUS OF ASSESSMENTS. Within fifteen (15) days after request by a Unit Owner or Institutional Mortgagee, the Association shall provide a certificate stating the status of all assessments, and other funds owed to the Association by the Unit Owner with respect to the unit. Any person other than the owner who relies upon such certificate shall be protected thereby.

13.14 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same.

13.15 LIENS -- MECHANICS. The creation and enforcement of mechanic's and other liens against the Units and Condominium property, except those created by this Declaration, shall be governed by the provisions of (F.S. 718.121--LIENS) the Condominium Act.

14. TERMINATION. The Condominium may be terminated in the following manner:

14.1 DESTRUCTION. It is determined because if the circumstances and in the manner provided in Paragraph 13.8.b.(1) hereof that the Condominium Property shall not be repaired, the Condominium will be terminated (subject to the provisions of Paragraph 13.16).

14.2 AGREEMENT. As provided in Section 718.117 of the Condominium Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on units.

14.3 CERTIFICATE. The termination of the Condominium shall be evidenced by a certificate of the Association certifying the fact of the termination. The termination shall become effective upon the certificate being recorded in the Public Records.

14.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares in the Common Elements appurtenant to the Units prior to termination.

14.5 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. Exclusive rights of use of common property shall not be extinguished by virtue of the termination of the Condominium during the period that the assets are being held as tenants in common as set forth above.

14.6 AMENDMENT. This Paragraph 15 concerning termination cannot be amended without written consent of all Unit Owners and all record owners of mortgages upon the Unit.

14.7 EASEMENTS CONTINUE. All easements necessary for the operation and maintenance of the property after termination shall continue.

14.8 EQUITABLE RIGHTS. Unit Owners shall have the rights provided in F.S. 718.118.

15. AMENDMENT. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

15.1 NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. For first mortgagees to receive such notices they must request notice from the Condominium Association.

15.2 PROPOSAL OF AMENDMENT. An amendment may be proposed by either a 75% vote of the entire Board or by a 33% vote of the voting interests in this Condominium at a duly called and noticed meeting. Directors and/or voting interests not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

a. Not less than 50% of the entire membership of the Board and by not less than 75% of the voting interests in this Condominium; or,

b. Not less than 85% of the voting interests in this Condominium; or,

c. Until the first election of a majority of the Board by the membership other than Sponsor as provided for in Article VIII of the Articles of Incorporation, by a majority of the membership of the Board.

15.3 OMISSION OR ERROR. Pursuant to Section 718.110, F.S., whenever it shall appear that there is an omission or error in the Condominium Documents, the correction of which would not materially or adversely affect the property rights of any Unit Owner, the Condominium Documents may be amended by a majority of the Board at any duly called and notice regular or special meeting. In the event the property rights of any Unit Owners are materially or adversely affected, the error or omission may be adopted in this manner if such affected Unit Owner(s) joins in the execution of the Certificate of Amendment to be recorded.

15.4 LIMITATIONS.

a. No amendment shall be passed which shall impair or prejudice the rights, easements, exemptions and priorities of Sponsor without the prior written consent of the Sponsor.

b. Except as otherwise provided in the Condominium Documents, the Association has the power to purchase any land or recreation lease upon the approval of a majority of the voting interests of the Association.

c. The consent of owners of units to which at least 67 percent of the votes in the owners association are allocated and the approval of eligible holders of first mortgages on units to which at least 51% of the votes of units subject to a mortgage appertain, shall be required to materially amend any provisions of the declaration, by laws or equivalent documents of the condominium, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

1. Voting;
2. Assessments, assessment liens or subordination of such liens;
3. Reserves for maintenance, repair and replacement of the common elements;
4. Insurance or Fidelity Bonds;
5. Rights to use of the common elements;
6. Responsibility for maintenance and repair of the several portions of the condominium;
7. Expansion or contraction of the condominium regime or the addition, annexation or withdrawal of property to or from the regime;
8. Boundaries of any unit;
9. The interests in the general or limited common elements;
10. Convertibility of units into common elements or of common elements into units;

11. Leasing of units;
12. Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit in the condominium;
13. Establishment of self-management by the condominium association where professional management has been required by VA, FHA, HUD, FNMA, FHLMC or any other governmental entity.

d. The consent of owners of units to which at least 67% of the votes in the Association are allocated and the approval of eligible holders of first mortgages on units to which at least 51% of the votes of the units subject to a mortgage appertain, shall be required to amend any provisions included in the declaration, by laws or equivalent documents of the condominium which are for the express benefit of holders or insurers of first mortgages on units in the condominium.

16. REMEDIES.

16.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of the Condominium Documents. A violation thereof shall entitle the appropriate party to pursue an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be brought by the Association, Sponsor and one or more Unit Owners. Each Unit Owner acknowledges that the failure to comply with any of the provisions of the Condominium Documents shall or may constitute any irreparable injury to the Association, the Managing Agent, if any, Sponsor or the other Unit Owners.

16.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by a Unit Owner or Association, including the enforcement of any lien granted pursuant to the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees.

16.3 NO WAIVER. The failure of Association, the Management Firm, if any, a Unit Owner, or the Sponsor to enforce any right, provision, covenant, or condition created or granted by the Condominium Documents shall not constitute a waiver of the right to enforce that right, provision, covenant or condition in the future.

16.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to Sponsor, Association, the Management Firm, if any, or Unit Owner pursuant to any of the provisions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising other and additional rights, remedies or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies".

16.5 VENUE; WAIVER OF TRIAL BY JURY. The Association, Sponsor, Management Firm, if any, all Unit Owners or Occupants and all persons claiming any interest in a Unit agrees that in any suit or proceeding brought pursuant to the provisions of the Condominium Documents, suit shall be brought in the Courts in the County in which the Condominium is located, or the United States District

Court, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All parties waive the right to trial by jury and consent to a trial by the Court without a jury.

16.6 APPOINTMENT OF AGENT; PROVISIO. Should suit be instituted, all Unit Owners or occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in the Condominium, if service cannot be accomplished in any other reasonable fashion. The provisions hereof shall not be applicable to service upon the Sponsor.

17. MISCELLANEOUS RIGHTS OF SPONSOR.

17.1 CONFLICT OF INTERESTS. No representatives of the Sponsor serving on the Board shall be required to disqualify himself upon any vote upon any management contract, lease, or other matter involving the Sponsor, or Management Firm, if any, where Sponsor, or Management Firm, if any, may have a pecuniary or other interest. Sponsor, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract, lease or other matter where Sponsor may have a pecuniary or other interest, nor shall a conflict of interests be a cause of partial or total invalidity of the matter voted upon whether or not such vote was necessary for the adoption, ratification, or execution of the same.

17.2 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Sponsor shall have the right, in perpetuity and without charge, to use and occupy the Condominium Property, parking areas, any unsold Unit, or any leased back model or sales center units, the Common Elements, any of the Limited Common Elements the exclusive use of which have not been assigned, and Association Property, if any, for the purpose of a sales office or for any other purpose related to the sale and development or lease of units in this Condominium.

17.3 ASSIGNMENT OF SPONSOR'S RIGHTS. Any and all of the rights, privileges or options of Sponsor provided in the Condominium Documents may be assigned to a successor Sponsor pursuant to an assignment to that effect or as provided by law.

18. DISCLOSURE: The Developer has obtained an asbestos survey ("Survey") in connection with this Condominium, a copy of which, prepared by Environmental Site Assessments, Inc. dated April 12, 1996, is attached to the Offering Circular as Exhibit     . Pursuant to the Survey, any material containing over one (1%) percent of any type of asbestos is considered Asbestos Containing Material ("ACM") and should be removed. The Survey reflects that of the nine (9) samples of ceiling surface material collected, none were determined to contain more than one (1%) percent asbestos. It should also be noted that the linoleum flooring in certain Units may contain non-friable ACM. To the best of our knowledge, these materials do not pose a threat to the subject units in their present condition, but may have to be properly abated if disturbed by future renovation activities or damaged with the understanding that pursuant to the current regulations, the existing material maybe covered with new flooring material which does not contain asbestos material without the need for the abatement.

19. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit owners, either personally or by mail, at their place of residence in the Condominium. Notices to the Association shall be delivered or mailed to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association.

Notices to the Sponsor shall be made by registered mail to Sponsor at 18425 N.W. 2nd Avenue, Suite 305, Miami, Florida 33169.

20. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the Laws of the State of Florida.
21. GENDER. Unless the contrary appears to have been intended, words in the plural number include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.
22. CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.
23. SEVERABILITY. If any term or provision of this Declaration or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.
24. ASSIGNMENT. The Sponsor may, upon conveyance of all or a portion of the Units it owns, prior or subsequent to any such conveyance, designate the grantee thereof as a successor developer or sponsor who shall then be deemed to have all rights granted or reserved to Sponsor herein.
25. SPONSOR'S MORTGAGE. Any person or entity which holds a mortgage executed by Sponsor, either prior to or subsequent to the recordation of this Declaration, encumbering any part or all of the Condominium Property, shall be deemed to be an Institutional Mortgagee for the purpose of this Declaration and shall have all the rights and privileges appertaining thereto.
26. FNMA REQUIREMENTS. If the FNMA requirements are inapplicable, upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of: (a) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable (b) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insured or guarantor, which remains uncured for a period of 60 days; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (d) any proposed action which would require the consent of a specified percentage of mortgage holders; (e) any proposed termination of the condominium regime; (f) any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the owners association appertaining to any unit or (iv) the purposes to which any unit or the common elements are restricted.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration on this 30th day of July, 1996.

Signed, Sealed and Delivered in the Presence of:

Andrew Rubin  
ANDREW RUBIN

Debra O. Rubin  
DEBRA O. RUBIN

STATE OF FLORIDA )  
COUNTY OF DADE )

GO CONDO, INC.,  
a Florida corporation

BY: [Signature]

) SS:  
)

BEFORE ME, the undersigned authority personally appeared Simon GERUN, to me well known to be the person described in and who executed the foregoing instrument as President of GO CONDO, INC., a Florida corporation, and he acknowledged before me that he executed such instrument as such Officer of said Corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at Miami, Dade County, this 30th day of July, 1996.

(Notary Seal) OFFICIAL NOTARY SEAL  
DEBRA O RUBIN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC357333

Debra O. Rubin  
Notary Public

~~FOR YOUR CONSIDERATION~~ ~~CONSIDERATION~~ CONSIDERATION, the receipt whereof is hereby acknowledged, NEW WORLD CONDOMINIUM APARTMENTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above named Condominium Association, a Florida corporation not for profit, has caused these presents to be signed in its name by its President, attested to by its Secretary, this 30th day of July, 1996.

Signed, Sealed and Delivered in the Presence of:

[Signature]  
MARILYN SUE

Mary Louise  
MARY LOUISE

BY: Bennett M. Lifter  
President

BY: Adele Rubin  
Secretary

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF DADE )

BEFORE ME, the undersigned authority personally appeared Bennett M. Lifter and Adele Rubin, to me well known to be the person described in and who executed the foregoing instrument as President and Secretary, respectively, of NEW WORLD CONDOMINIUM APARTMENTS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and they acknowledged before me that they executed such instrument as such Officers of said Corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at Miami, Dade County, this 30th day of July, 1996.

(Notary Seal)

Debra O. Rubin  
Notary Public  
My Commission Expires:

OFFICIAL NOTARY SEAL  
DEBRA O RUBIN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC357333  
MY COMMISSION EXP. APR. 30, 1998



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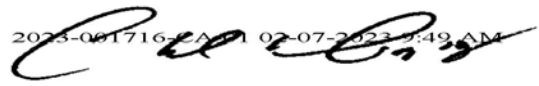
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## Memorandum

From: Judge David Gersten (ret.)  
 To: Association Membership – New World Condominium Apartments  
 Condominium Association, Inc.  
 Date: March 6, 2023  
 Re: New World Condominium Apartments Condominium Association, Inc. -  
 Finding of Untenantability and Implementation of Declaration

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Article 12.8 of the Declaration of the New World Condominium Apartments Condominium Association, Inc. (“New World Condo”) provides in relevant part:

12.8 DETERMINATION TO REPAIR. If any part of the Condominium Property is damaged by casualty the determination as to whether or not it shall be repaired (which term shall include reconstruction) shall be made in the following manner:

. . . .

b. DAMAGE TO UNITS. . . . (ii) If the damage is to Units and if the Units to which more than 70% of the Common Elements are appurtenant are found by the Board to be untenable, then the damaged property will not be repaired, and the Condominium will be terminated (without agreement as elsewhere provided), unless within sixty (60) days after the casualty, voting interests representing 70% or more of the Common Elements agree in writing to the repair. . . .

See New World Condo Declaration, at Book 17301, Page1661, August 2, 1996.

The Receiver has obtained an opinion of counsel as to the issue of untenability which states that the New World Condo property is 100% untenable. See attached March 6, 2023 Opinion.

The Opinion states and concludes that:

The term “untenantable” appears only once in Section 12.8(b)(ii) of the Declaration. Specifically, it appears in the context of the Board’s finding of damage to the Condominium Property after a casualty such as a fire. Untenantable refers to a situation where property cannot be used or occupied. In this case, New World Condo was damaged by a fire resulting in the City of Miami Gardens declaring that 100% of New World Condominium Property is an “unsafe structure.” All occupants had to vacate the premises and cannot return. Unsafe structures in Miami-Dade County, Florida, are governed by Section 8-5 of the Florida Building Code. An unsafe structure is defined as creating a danger to the health and safety of

the citizens. An unsafe structure includes buildings that have been substantially damaged by fire or that are vacant, unguarded, and open at doors or windows. New World Condo meets the Florida Building Code's definition of "unsafe structure."

The City of Miami Garden's declaration that 100% of New World Condo is an "unsafe structure" prevents all use or occupancy of the Condominium Property by its owners. As a result, New World Condo is 100% untenable within the context of Section 12.8(b)(ii) of the Declaration.

Based upon the foregoing, the Receiver acting as the Board pursuant to the Court's February 7, 2023 Order, hereby finds that the "Condominium Property" as defined by the Declaration is untenable pursuant to the condominium documents.

The Association will schedule a meeting of the Membership of the Association. A written vote by electronic means or otherwise will be taken to determine whether the "voting interests representing 70% or more of the Common Elements agree in writing to the repair."

If 70% of the voting interests vote to repair, then the Receiver will take appropriate steps including making special assessments upon the unit owners as needed to complete such repairs.

If 70% do not vote in favor of making repairs, the Receiver will take appropriate measures pursuant to the Declaration and under Florida law.

# The Morgan Law Group, P.A.

[www.policyadvocate.com](http://www.policyadvocate.com) | Phone: (888) 904-2524 | Fax: (305) 443-6828

Main Office: 55 Merrick Way, Suite 404 | Coral Gables, FL 33134

Florida | Louisiana | Mississippi | California



March 6, 2023

*Via E-mail Only*

Peter F. Valori, Esq.  
Damian | Valori | Culmo  
1000 Brickell Avenue, Suite 1020  
Miami, Florida 33131  
[pvalori@dvlip.com](mailto:pvalori@dvlip.com)

**Re: *Legal Opinion on Untenantable Condominium Units***

Dear Peter:

This in response to your request for an opinion letter regarding whether New World Condominium Apartments Condominium Association, Inc. (“New World Condo”) has become “untenantable” within the context of its Declaration of Condominium.

I am qualified to provide this opinion. I am an attorney licensed to practice law in the State of Florida. In addition, my professional experience makes me uniquely qualified to provide this legal opinion. I have focused my practice on community association law for over thirteen (13) years. During this time, I have become familiar with legal issues uniquely applicable to condominium associations.

We discussed that New World Condo is under a receivership, that Judge David M. Gersten (Ret.) is the court-appointed receiver, and that the City of Miami Gardens declared New World Condo an unsafe structure as a result of a fire. I studied the Declaration of New World Condo and quoted the relevant portion below. I reviewed public records relevant to New World Condo including recorded governing documents, secretary of state filings, and public dockets. I reviewed applicable statutes including Chapter 718 (Florida Condominium Act) and Chapter 83 (Florida Landlord and Tenant Act). I examined the satellite imagery of the Condominium Property before the fire and news coverage of the aftermath. The news depicted images of New World Condo in a destroyed state after the fire. Based on the foregoing, and the following applicable law, I believe New World Condo is 100% “untenantable” within the meaning of its Declaration.

Article 12.8 of the Declaration of New World Condo provides in relevant part (emphasis added):

12.8 DETERMINATION TO REPAIR. If any part of the Condominium Property is damaged by casualty the determination as to whether or not it shall be repaired (which term shall include reconstruction) shall be made in the following manner:

....

b. DAMAGE TO UNIT.

....

(ii) If the damage is to Units and if the Units to which more than 70% of the Common Elements are appurtenant are found by the Board to be **untenantable**, then the damaged property will not be repaired, and the Condominium will be terminated (without agreement as elsewhere provided), unless within sixty (60) days after the casualty, voting interests representing 70% or more of the Common Elements agree in writing to the repair.

(New World Condo. Dec. at Book 17301, p. 1661, August 2, 1996.) The term “untenantable” appears only once in Section 12.8(b)(ii) of the Declaration. Specifically, it appears in the context of the Board’s finding of damage to the Condominium Property after a casualty such as a fire.

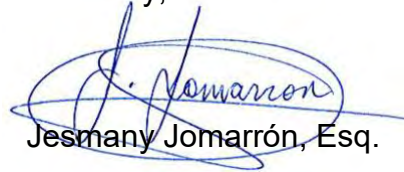
Untenantable refers to a situation where property cannot be used or occupied. In this case, New World Condo was damaged by a fire resulting in the City of Miami Gardens declaring that 100% of New World Condominium Property is an “unsafe structure.” All occupants had to vacate the premises and cannot return.

Unsafe structures in Miami-Dade County, Florida, are governed by Section 8-5 of the Florida Building Code. An unsafe structure is defined as creating a danger to the health and safety of the citizens. An unsafe structure includes buildings that have been substantially damaged by fire or that are vacant, unguarded, and open at doors or windows. New World Condo meets the Florida Building Code’s definition of “unsafe structure.”

The City of Miami Garden's declaration that 100% of New World Condo is an "unsafe structure" prevents all use or occupancy of the Condominium Property by its owners. As a result, New World Condo is 100% untenable within the context of Section 12.8(b)(ii) of the Declaration.

Should you have any other questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Jomarrón", is written over a blue oval scribble. The signature is fluid and cursive.

Jesmany Jomarrón, Esq.

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

DAVID M. GERSTEN, as Receiver for NEW  
WORLD CONDOMINIUM APARTMENTS  
CONDOMINIUM ASSOCIATION, INC.,

CASE NO: 2023-015785-CA-01

SECTION: CA11

Petitioner,

v.

VOLRICK WALLACE HIGGS, a single man;  
D.N.Y. HOLDINGS LLC, a Florida limited  
liability company; JOSE A. GERARDUZZI, a  
single man; BARBARA GERARDUZZI, a  
single woman; MELBOURNE LAWSON, a  
divorced man, and his former wife, JOYE  
ANTOINETTE GREEN LAWSON; EDWARD  
SMALL (a/k/a EDWARD DANIEL SMALL),  
an unmarried man; FEEL MIAMI BEACH,  
CORP., a Florida corporation; NICOLE LAURA  
BEEPOT, a single woman; SUIELAL BEEPOT,  
a married man, and his wife, RACHEL  
BEEPBOT; NGOZI DUPORTE, a single man;  
MELISSA SOUTHWELL ARCHIE, a married  
woman, and her husband, RAYMOND CALVIN  
ARCHIE; ANPIX LLC, a Florida limited  
liability company; EDMOND JOSEPH and  
GEORGETTE JOSEPH, husband and wife;  
WORLD RENT, LLC, a Florida limited liability  
company; ALBERTA JEAN, an unmarried  
woman; RUTH HERNANDEZ, a single woman;  
VSTAR INVESTMENT CORP, a Florida  
corporation; KAROL POLLARD (f/k/a KAROL  
STACEY), a widow; ELO REALTY, LLC, a  
Florida limited liability company; BETTY H.  
SCOTT, a divorced woman; VALERIE  
HUNTER, a single woman, and her relatives,  
SHIRLEE S. ROBINSON, KIPCHOGE A.  
FORREST, and PHILLIPA A. ZACCA;  
JENNIFER TOUZALIN and HERBERT

TOUZALIN, husband and wife; LARBOL PROPERTY, LLC, a Florida limited liability company; ANTONIO MOREL (a/k/a ANTONIO TOLENTINO MOREL CAPELLAN), a divorced man, and his former wife, LUZ M. MOREL; ANDREW MARTIN, a divorced man, and his former wife, YVONNE MARTIN; LOUIS JEAN-BAPTISTE (a/k/a JOIUS JEAN BAPTISTE and/or LOUIS JEAN-BAPTISTE), a single man; EIGHT IS ENOUGH LLC, a Florida limited liability company; AMOREMIO CORP, a Florida corporation; CARLOS O. LOPEZ, a married man, and his wife, CLAUDIA C. LOPEZ (f/k/a CLAUDIA C. GUILLEN); LILIAM ACOSTA, a married woman, and her husband, ROBERTO DAVID LUEJE RODRIGUEZ; RUSOL & COMPANY, INC., a Florida corporation; AUSTIN A. LEWIN, a single man; JAMES SAINTOLIEN, a single man; CHRISLER PREVILON, a married man, and his wife, MARIE RAYMOND, and his former wife, NERILANDA DESTAVE; EDUARDO A. RAMIREZ, a divorced man, and his former wife, FLORA M. RAMIREZ; RUBEN DARIO GALLEGO, a single man, and his children, RUBEN DARIO GALLEGO JR., a single man, and SERGIO DANIEL GALLEGO, a single man; ERNESTO CHAVARRIA and STELLA CHAVARRIA, husband and wife, and their daughter, KIMBERLY CHAVARRIA, a single woman; NEW WORLD PORTFOLIO LLC, a Florida limited liability company; JAMES LEWIS, a single man; FORTY YEAR INVESTMENTS LLC, a Florida limited liability company; CARDINAL ANDREWS, and his wife, CARMELLA COOPER, and his beneficiaries, KYLA TAQUESTA ANDREWS, his daughter, CARLYLE ANDREWS, his son, KENTRELL ANDREWS, his son, and KYLON ANDREWS, his son; SELWYN NISBETT and

YVETTE DUPORTE, husband and wife;  
ANGEL SANTANA, a single man; ERICA L.  
CONNOR (a/k/a ERICA BRICEÑO), an  
unmarried woman; VALTOM, LLC, a Florida  
limited liability company; ANTONIO  
GAYTAN, a single man; COOKIES &  
CRACKERS CORP., a Florida corporation;  
GLADYS BERMUDEZ, a married woman, and  
her husband, WILTON BEAUMONT;  
WILLIAM MORA FUNDORA, a married man,  
and his wife, NANCY YANETH RAMIREZ;  
CARMITA GENOVEVA GALLARDO, a  
single woman; MARIA BELEN GARZON, a  
married woman, and her husband, MICHEL  
VALDES; JAVIER OSWALDO GARZON, a  
single man; VERONICA LUCIA GARZON, a  
single woman; ELITEWAY CAPITAL  
INVESTMENTS, LLC a Florida limited liability  
company; YVONNE BARNES, a single woman;  
ERIC B. HERRING, an unmarried man;  
MARIN, ELJAIEK & LOPEZ, P.L. (n/k/a  
MARIN, ELJAIEK, LOPEZ & MARTINEZ,  
P.L.), a Florida limited liability company, as  
Trustee for Land Trust No. 46950, a Florida land  
trust; ZILPHIA L. ANDERSON (a/k/a ZILPHIA  
L. ANDERSON), a single woman, and her  
daughter, ZENOVIA ANDERSON, a single  
woman; JAMES SIMPSON, a married man, and  
his wife, ELIZABETH F. SIMPSON (f/k/a  
ELIZABETH M. FERNANDEZ); LUPEANA,  
CORP., a Florida corporation; CEREJEIRA,  
LLC, a Florida limited liability company;  
EMMA J. WILLIAMS, a single woman;  
SHORN A. KING, a married man, and his wife,  
ILLIANA KING (f/k/a ILLIANA M.  
WILLIAMSON); JOSEPHVAL LLC, a Florida  
limited liability company; UGO IGNORATO, a  
married man, and his wife, ROXANA  
CANALES; MAVIS LIN STEWART, a widow;  
OSUANGELA, LLC, a Florida limited liability

company; VANDELYN NOVILIST  
LEGUERRE, a married man, and his wife,  
JOAN BEVERLY LEGUERRE; FRANCILIA  
PIERRE LOUIS, an individual; JEAN YVON  
ST. GERMAIN, an individual; GUSTAVO C.  
GONZALEZ, a single man; JACQUELINE  
MURPHY, a single woman; ROBERTO L.  
CASTRO, a single man; JUDITH GREGORY, a  
single woman; FARINDA ALI (a/k/a FARIDA  
ALI), a widow; CORDELL L. BLACK, a single  
man; ANNETTA M. HENDERSON, an  
unmarried woman; JPMORGAN CHASE  
BANK, N.A., a national financial institution; US  
BANK TRUST NATIONAL ASSOCIATION,  
not in its individual capacity, but solely as  
Owner Trustee for VRMTG Asset Trust;  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., a Delaware corporation, as  
nominee for Aegis Wholesale Corp.;  
CITIMORTGAGE, INC., a New York  
corporation; MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., a Delaware  
corporation, as nominee for United Wholesale  
Mortgage, LLC, a Michigan limited liability  
company; DEUTSCHE BANK NATIONAL  
TRUST COMPANY, a California corporation,  
as Trustee of Ameriquest Mortgage Securities,  
Inc. Asset Backed Pass Through Certificates,  
Series 2005-R10; NEWREZ LLC, a Delaware  
limited liability company, as successor in  
interest to New Residential Mortgage LLC, a  
Delaware limited liability company; U.S. BANK  
TRUST N.A., a national financial institution, not  
in its individual capacity, but solely as Trustee of  
Citigroup Mortgage Loan Trust 2021-RP3; U.S.  
BANK, N.A., a national financial institution;  
U.S. SECRETARY OF HOUSING AND  
URBAN DEVELOPMENT, an agency of the  
United States government; JVD PROPERTIES  
INC., a Florida corporation; WAIKIKI

TRUSTS, INC., a Florida corporation;  
WAIKIKI TRUSTS LTD. (d/b/a WAIKIKI  
PARTNERSHIP OF THE DANIEL AND  
HELENE LIFTER TRUST FUNDS), a Florida  
limited partnership; ASR PARTNERSHIP, a  
Florida limited liability partnership;  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., a Delaware corporation, as  
nominee for ROCKET MORTGAGE, LLC  
(f/k/a QUICKEN LOANS, LLC), a Michigan  
limited liability company; IRA D. COHEN  
IRREVOCABLE FAMILY TRUST DATED  
MAY 7, 2014, an irrevocable family trust; IDE  
TECHNOLOGIES, INC., a Florida corporation;  
PZA GROUP LLC, a Florida limited liability  
company; MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., a Delaware  
corporation, as nominee for BANK OF  
AMERICA, N.A. (f/k/a COUNTRYWIDE  
HOME LOANS, INC.), a national financial  
institution; HSBC BANK USA, N.A., a national  
financial institution, as Trustee under the  
Pooling And Servicing Agreement dated as of  
August 1, 2006, Ace Securities Corp. Home  
Equity Loan Trust, Series 2006-FML, Asset-  
Backed Pass-Through Certificates; HOME  
FINANCING CENTER INC., a Florida  
corporation; BANK OF AMERICA, N.A., a  
national financial institution; WELLS FARGO  
HOME MORTGAGE, INC., a California  
corporation; U.S. BANK, N.A., a national  
financial institution, as Trustee for Residential  
Asset Securities Corporation Home Equity  
Mortgage Pass Through Certificates, Series  
2005-KS7; MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., a Delaware  
corporation, as nominee for Primary Residential  
Mortgage, Inc., a Nevada corporation; GUS  
RAMIREZ, an individual; MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,

INC., a Delaware corporation, as nominee for Nationstar Mortgage LLC, a Delaware limited liability company, as successor in interest to Amerifirst Home Loans, LLC, a Florida limited liability company; THE ESTATE OF PERCIVAL SIMPSON, deceased; CENLAR as servicer for CITIMORTGAGE INC., a New York corporation; DEUTSCHE BANK NATIONAL TRUST COMPANY, a California corporation, solely as an Indenture Trustee for the New Century Home Equity Loan Trust 2005-1 Asset Backed Notes, Series 2005-1; U.S. BANK, N.A., a national financial institution, not in its individual capacity, but solely as trustee of NRZ Recovery Trust; NATIONSTAR MORTGAGE LLC, a Delaware limited liability company; and U.S. BANK TRUST, N.A., a national financial institution, not in its individual capacity, but solely as owner trustee for Loan Acquisition Trust 2017-RPL1, a Delaware statutory trust; PROGRESSIVE AMERICAN INSURANCE COMPANY (a/s/o Erla Cadet), an Ohio corporation; MIAMI-DADE COUNTY, a governmental entity and political subdivision of the State of Florida; CLAUDE COOPER, an individual; MIAMI-DADE COUNTY BOARD OF COMMISSIONERS, a government agency; MIAMI-DADE COUNTY CLERK OF COURT, a government agency; UNITED STATES ATTORNEY'S OFFICE FOR THE SOUTHERN DISTRICT OF FLORIDA, an agency of the United States government; ASSET ACCEPTANCE, LLC, a Delaware limited liability company; LVNV FUNDING LLC, a Delaware limited liability company; PUBLIX EMPLOYEES FEDERAL CREDIT UNION, a national financial institution; ALL IN CREDIT UNION (f/k/a ARMY AVIATION CENTER FEDERAL CREDIT), a national financial institution; FLORIDA DEPARTMENT OF

REVENUE, a government agency; INTERNAL REVENUE SERVICE, an agency of the United States government; JOHN H. RUIZ, ESQ., an individual; CACH, LLC, a Colorado corporation; DADE COUNTY FEDERAL CREDIT UNION, a national financial institution; YGRENE ENERGY FUND FLORIDA LLC, a Florida limited liability company, as administer of the Green Corridor Property Assessment Clean Energy (PACE) District, a government program; PROGRESSIVE SELECT INSURANCE COMPANY (a/s/o Benjamin Z. Silverstein), an Ohio corporation; SURF CONSULTANTS, INC., a Florida corporation, as successor in interest to Chase Bank USA N.A.-Heritage Chase Card; NAPLES HMA, LLC (d/b/a PHYSICIANS REGIONAL MEDICAL CENTER-COLLIER), a Florida limited liability company; TRADITION COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation; WESTLAND PLAZA CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation; LE CLUB AT KENDALE LAKES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation; CITY OF MIAMI BEACH, a government agency; CITY OF MIAMI GARDENS, a government agency; AQUA FINANCE, INC., a Wisconsin corporation; VINTEX QUALITY CARE, INC., a Florida corporation; DANA LASHAUN SIPLIN, an individual; GOOD DEEDS CAPITAL LLC, a limited liability company; DISCOVER BANK, a Delaware state bank; TIDEWATER FINANCE COMPANY, a Virginia corporation; FORD MOTOR CREDIT COMPANY LLC, a Florida limited liability company; SAFE FINANCIAL GROUP LLC, a Florida limited liability company; FIG 1863, LLC, a Florida limited

liability company; U.S. BANK, N.A., a national financial institution, as Trustee for Chalet Series III Trust,

Respondents.

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**NOTICE OF LAWSUIT AND REQUEST FOR WAIVER OF SERVICE OF SUMMONS**

To: ALL DEFENDANTS

**Why are you getting this?**

A lawsuit has been commenced against all of the Defendants list above in the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida and has been assigned case number 2023-015785-CA-01. A copy of the Complaint is attached to this notice.

This is not a formal summons or notification from the court, but rather it is a request that you waive formal service of summons by signing and returning the enclosed waiver of service to save the cost of serving you with a judicial summons and an additional copy of the attached Amended Complaint. The cost of service will be avoided if we receive a signed copy of the following waiver within thirty (30) days from your receipt of this Notice and Request. Please return a signed copy of this waiver via email ([newworldreceivership@gmail.com](mailto:newworldreceivership@gmail.com)) or contact us for a pre-paid self-addressed envelope to return the signed waiver via first class mail.

**What happens next?**

If you comply with this request and return the signed waiver, it will be filed with the court and no summons will be served upon you. The action will then proceed as if you had been served on the date the waiver is filed, except that you will not be obligated to answer the Amended Complaint before sixty (60) days from your receipt of this Notice and Request. If you do not return the signed waiver within the time indicated, we will take appropriate steps to effect formal service

in a manner authorized by the Florida Rules of Civil Procedure and will then, to the extent authorized by those Rules, ask the Court to require such Defendants to pay the full costs of such service. In that regard, please read the statement concerning the duty of parties to waive service of the summons, which is set forth at the end of the enclosed Waiver.

### **Duty to Avoid Unnecessary Costs of Service of Summons**

Florida Rules of Civil Procedure 1.070 requires certain respondents to cooperate in saving unnecessary expenses of serving a summons and complaint. For example, if a respondent located in a foreign country fails to return a signed waiver of service of the summons such respondent may be required to pay the expenses of service, unless the respondent shows good cause for the failure. “Good cause” does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the respondent or the respondent’s property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 1.140, or any other applicable Florida Rule of Civil Procedure, on the plaintiff and file a copy with the Court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

I affirm that this request is being sent to you on behalf of Petitioner on this 7th day of March, 2024.

Respectfully submitted,

**DAMIAN | VALORI | CULMO**

*Counsel for the Petitioner*

1000 Brickell Avenue, Suite 1020

Miami, Florida 33131

Telephone: (305) 371-3960

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/s/Peter F. Valori

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**GORDON REES SCULLY MANSUKHANI LLP**

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s/ Eric R. Thompson

Eric R. Thompson

Florida Bar No. 888931

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Secondary Email: [mbperez@grsm.com](mailto:mbperez@grsm.com)

OWNER(S)	UNIT	LAST KNOWN ADDRESS(ES)	LEGAL DESCRIPTION OF SUBJECT PROPERTY	PERCENT (%) OWNERSHIP
VOLRICK WALLACE HIGGS, a single man	101	2902 NW 162 Street Opa Locka, FL 33054	Unit 101 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	0.99%
D.N.Y. HOLDINGS LLC, a Florida limited liability company	102	1018 S 56 Avenue Hollywood, FL 33023	Unit 102 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
JOSE ANGEL GERARDUZZI, a single man, and BARBARA GERARDUZZI, a single woman, as joint tenants with rights of survivorship	103	7950 NW 53 Street, #11 Miami, FL 33166	Unit 103 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.46%
MELBOURNE LAWSON, a divorced man	104	395 NW 177 Street, #104 Miami, FL 33169	Unit 104 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	2.30%
EDWARD SMALL (a/k/a EDWARD DANIEL SMALL), an unmarried man	105	1520 Cleveland St., #503 Tallahassee, FL 32310	Unit 105 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	0.99%
FEEL MIAMI BEACH, CORP., a Florida corporation	106	1200 NW 184 Place Pembroke Pines, FL 33029	Unit 106 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	0.99%
NICOLE LAURA BEEPOT, a single woman, and SUIELAL BEEPOT, a married man, <sup>1</sup> as joint tenants with rights of survivorship	107	2833 NW 101 Street Miami, FL 33147  361 Utah Avenue Fort Lauderdale, FL 33312	Unit 107 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%

<sup>1</sup> Suielal Beepot's wife is RACHEL BEEPOT whose last known address is 361 Utah Avenue, Fort Lauderdale, Florida 33312.

<b>OWNER(S)</b>	<b>UNIT</b>	<b>LAST KNOWN ADDRESS(ES)</b>	<b>LEGAL DESCRIPTION OF SUBJECT PROPERTY</b>	<b>PERCENT (%) OWNERSHIP</b>
NGOZI DUPORTE, a single man	108	2200 Diana Drive, #218 Hallandale, FL 33009	Unit 108 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
MELISSA SOUTHWELL ARCHIE, a married woman <sup>2</sup>	109	139 Clifton Place Brooklyn, NY 11238	Unit 109 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
ANPIX LLC, a Florida limited liability company	110	340 Redwood Lane Key Biscayne, FL 33149	Unit 110 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
EDMOND JOSEPH and GEORGETTE JOSEPH, husband and wife	111	395 NW 177 Street, #111 Miami, FL 33169	Unit 111 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
WORLD RENT, LLC, a Florida limited liability company	112	11600 NW 91 Street, Ste 4 Medley, FL 33178	Unit 112 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.46%
ALBERTA JEAN, an unmarried woman	114	13055 NW 15 Ave., #318 North Miami, FL 33169	Unit 114 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
RUTH HERNANDEZ, a single woman	115	530 Meridian Ave., #101 Miami Beach, FL 33139	Unit 115 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
VSTAR INVESTMENT, CORP., a Florida corporation	116	186 SE 12 Terrace, #100 Miami, FL 33131	Unit 116 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.46%

<sup>2</sup> Melissa Southwell Archie's husband is RAYMOND CALVIN ARCHIE whose last known address is 3500 69th Ave., Oakland, CA 94605.

OWNER(S)	UNIT	LAST KNOWN ADDRESS(ES)	LEGAL DESCRIPTION OF SUBJECT PROPERTY	PERCENT (%) OWNERSHIP
KAROL POLLARD (f/k/a KAROL STACEY), a widow <sup>3</sup>	117/118	2357 NW 167 Street, #103 Miami, FL 33056	Unit 117/118 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.98%
ELO REALTY, LLC, a Florida limited liability company	119/120	888 Biscayne Blvd., #2806 Miami, FL 33132	Unit 119/120 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.98%
BETTY H. SCOTT, a divorced woman <sup>4</sup>	121/122	18200 NW 20 Avenue, #17 Miami, FL 33056	Unit 121/122 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.98%
VALERIE HUNTER, a single woman, for life, and upon her death, the remainder, if any, to her relatives SHIRLEE S. ROBINSON, a single woman, KIPCHOGE A. FORREST, a single man, and PHILLIPA A. ZACCA, a single woman, as joint tenants with rights of survivorship	123/124	1072 Hunt Street NW Palm Bay, FL 32907  620 SW 111 Avenue, #108 Pembroke Pines, FL 33025  1072 Hunt Street NW Palm Bay, FL 32907  1072 Hunt Street NW Palm Bay, FL 32907	Unit 123/124 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.98%
JENNIFER TOUZALIN and HERBERT TOUZALIN, a married couple	125/126	12101 Buttonbush Loop Leesburg, FL 34788	Unit 125/126 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.98%

<sup>3</sup> Upon information and belief, Karol Pollard (f/k/a Karol Stacey)'s late husband, CHARLIE POLLARD, passed away on or about September 17, 2003.

<sup>4</sup> Upon information and belief, Betty H. Scott's former husband, LINCOLN SCOTT, passed away on or about April 9, 2005.

<b>OWNER(S)</b>	<b>UNIT</b>	<b>LAST KNOWN ADDRESS(ES)</b>	<b>LEGAL DESCRIPTION OF SUBJECT PROPERTY</b>	<b>PERCENT (%) OWNERSHIP</b>
HERBERT TOUZALIN, a married man <sup>5</sup>	127	12101 Buttonbush Loop Leesburg, FL 34788	Unit 127 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.98%
LARBOL PROPERTY, LLC, a Florida limited liability company	128	900 Sheridan St., Ste. 138 Pembroke Pines, FL 33024	Unit 128 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.46%
ANTONIO MOREL (a/k/a ANTONIO TOLENTINO MOREL CAPELLAN), a divorced man	129	395 NW 177 Street, #129 Miami, FL 33169	Unit 129 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
ANDREW SAMUEL MARTIN, a divorced man	130	395 NW 177 Street, #130 Miami, FL 33169	Unit 130 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
LOUIS JEAN-BAPTISTE (a/k/a JOIUS JEAN BAPTISTE and/or LOUIS JEAN-BAPTISE), a single man	131	5329 Grand Banks Blvd. Greenacres, FL 33463	Unit 131 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.46%
EIGHT IS ENOUGH LLC, a Florida limited liability company	132	610 NW 183 Street, #207 Miami, FL 33169	Unit 132 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
AMOREMIO CORP, a Florida corporation	133	6175 NW 153 Street, #201 Miami Lakes, FL 33014	Unit 133 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%

<sup>5</sup> Herbert Touzalin's wife is JENNIFER TOUZALIN whose last known address is 12101 Buttonbush Loop, Leesburg, Florida 34788.

<b>OWNER(S)</b>	<b>UNIT</b>	<b>LAST KNOWN ADDRESS(ES)</b>	<b>LEGAL DESCRIPTION OF SUBJECT PROPERTY</b>	<b>PERCENT (%) OWNERSHIP</b>
CARLOS O. LOPEZ, a married man <sup>6</sup>	134	1032 Dennis Avenue Jasper, TN 37347	Unit 134 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
LILIAM ACOSTA, a married woman <sup>7</sup>	135	1527 SW 104 Place Miami, FL 33174	Unit 135 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
RUSOL & COMPANY, INC., a Florida corporation, as trustee	136	19220 East Oakmont Drive Miami, FL 33015	Unit 136 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
AUSTIN A. LEWIN, a single man	137	2561 Atlantic Avenue Opa Locka, FL 33054	Unit 137 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	0.99%
JAMES SAINTOLIEN, a single man, and CHRISLER PREVILON, a married man, <sup>8</sup> as joint tenants with rights of survivorship	138	2721 NW 23 Street Fort Lauderdale, FL 33311  2251 NW 178 Street Miami, FL 33056	Unit 138 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	0.99%
EDUARDO A. RAMIREZ, a married man	139	1425 NW 33 Street Miami, FL 33142	Unit 139 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%

<sup>6</sup> Carlos O. Lopez's wife is CLAUDIA C. LOPEZ (f/k/a CLAUDIA C. GUILLEN) whose last known address is 1032 Dennis Ave., Jasper TN 37347.

<sup>7</sup> Liliam Acosta's husband is ROBERTO DAVID LUEJE RODRIGUEZ whose last known address is 7803 SW 102 Lane, Miami, FL 33156.

<sup>8</sup> Chrisler Previlon's wife is MARIE RAYMOND whose last known address is 2251 NW 178 Street, Miami, FL 33056.

OWNER(S)	UNIT	LAST KNOWN ADDRESS(ES)	LEGAL DESCRIPTION OF SUBJECT PROPERTY	PERCENT (%) OWNERSHIP
RUBEN DARIO GALLEGO, a single man, with life estate interest, and upon his death, the remainder, if any, to his children, RUBEN DARIO GALLEGO JR., a single man, and SERGIO DANIEL GALLEGO, a single man, as joint tenants with right of survivorship	140	16581 NW 5th Street Pembroke Pines, FL 33028  4500 Worth Street, #C206 Philadelphia, PA 19124  20705 NW 41 Ave. Rd. Miami, FL 33055  6000 SW 18 Street Plantation, FL 3317	Unit 140 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
ERNESTO CHAVARRIA and STELLA CHAVARRIA, husband and wife, with life estate interest, and upon their deaths, the remainder, if any, to their daughter, KIMBERLY CHAVARRIA, a single woman	141	20705 NW 41 Avenue Rd. Miami, FL 33055	Unit 141 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.46%
NEW WORLD PORTFOLIO LLC, a Florida limited liability company	142	709 W. Beverly Blvd. #201 Montebello, CA 90640	Unit 142 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
JAMES LEWIS, a single man	143	999 NE 167 Street, #218 Miami, FL 33162	Unit 143 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	0.99%
FORTY YEAR INVESTMENTS LLC, a Florida limited liability company	201	6705 SW 53 Street Miami, FL 33155	Unit 201 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	0.99%

OWNER(S)	UNIT	LAST KNOWN ADDRESS(ES)	LEGAL DESCRIPTION OF SUBJECT PROPERTY	PERCENT (%) OWNERSHIP
JAMES O. ANDREWS, as personal representative for the estate of CARDINAL ANDREWS	202	8281 Wood Street, SE Covington, GA 30014	Unit 202 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
SELWYN NISBETT and YVETTE DUPORTE, husband and wife	203	20678 NW 38 Avenue Miami Gardens, FL 33055	Unit 203 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.46%
ANGEL SANTANA, a single man	204	4002 Springfield Creek Dr. Raleigh, NC 27616	Unit 204 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.36%
ERICA L. CONNOR (a/k/a ERICA BRICEÑO), an unmarried woman	205	6840 SW 37 Street, 12-D Miramar, FL 33023	Unit 205 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
VALTOM LLC, a Florida limited liability company	206	2030 S Douglas Rd., #119 Coral Gables, FL 33134	Unit 206 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	0.99%
ANTONIO GAYTAN, a single man	207	730 81st Street Miami, FL 33141	Unit 207 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	0.99%
COOKIES & CRACKERS CORP., a Florida corporation	208	15907 NW 52 Avenue Miami Gardens, FL 33014	Unit 208 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%

<b>OWNER(S)</b>	<b>UNIT</b>	<b>LAST KNOWN ADDRESS(ES)</b>	<b>LEGAL DESCRIPTION OF SUBJECT PROPERTY</b>	<b>PERCENT (%) OWNERSHIP</b>
GLADYS BERMUDEZ, a married woman <sup>9</sup>	209	395 NW 177 Street, #209 Miami, FL 33169	Unit 209 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
WILLIAM MORA FUNDORA, a married man <sup>10</sup>	210	174 NE 188 Street Miami, FL 33179	Unit 210 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
CARMITA GENOVEVA GALLARDO, a single woman, as to a life estate with a remaindermen to MARIA BELEN GARZON, a married woman, <sup>11</sup> JAVIER OSWALDO GARZON, a single man, and VERONICA LUCIA GARZON, a single woman	211	19817 NW 64 Place Hialeah, FL 33015  19443 NW 62 Place Hialeah, FL 33015	Unit 211 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
ELITEWAY CAPITAL INVESTMENTS, LLC, a Florida limited liability company	212	2822 NE 187 Street Aventura, FL 33180	Unit 212 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
YVONNE BARNES, a single woman	214	395 NW 177 Street, #214 Miami, FL 33169	Unit 214 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.46%
NEW WORLD PORTFOLIO LLC, a Florida limited liability company	215	709 W. Beverly Blvd. #201 Montebello, CA 90640	Unit 215 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%

<sup>9</sup> Gladys Bermudez's husband is WILTON BEAUMONT whose last known address is 101 NW 189 Terr., Miami, FL 33169.

<sup>10</sup> William Mora Fundora's wife is NANCY YANETH RAMIREZ BERNAL whose last known address is 174 NE 188 St., Miami, FL 33179.

<sup>11</sup> Maria Belen Garzon's husband is MICHEL VALDES whose last known address is 19443 NW 62 Place, Hialeah, FL 33015.

<b>OWNER(S)</b>	<b>UNIT</b>	<b>LAST KNOWN ADDRESS(ES)</b>	<b>LEGAL DESCRIPTION OF SUBJECT PROPERTY</b>	<b>PERCENT (%) OWNERSHIP</b>
ERIC B. HERRING, an unmarried man	216	1840 NW 46 Street Miami, FL 33142	Unit 216 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.36%
MARIN, ELJAIIEK & LOPEZ, P.L. (n/k/a MARIN, ELJAIIEK, LOPEZ & MARTINEZ, P.L.), a Florida limited liability company, as Trustee for Land Trust No. 46950, a Florida land trust	217	2601 S Bayshore Dr, #850 Coconut Grove, FL 33133	Unit 217 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.46%
ZILPHIA ANDERSON (a/k/a ZILPHIA L. ANDERSON), a single woman, and her daughter, ZENOVIA ANDERSON, a single woman	218/ 219	395 NW 177 Street, #218 Miami, FL 33169	Unit 218/219 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.98%
JAMES SIMPSON (a/k/a JAMES F. SIMPON), a married man <sup>12</sup>	220/ 221	13291 SW 108 St. Cir. N. Miami, FL 33186	Unit 220/221 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.98%
LUPEANA, CORP., a Florida corporation	222/ 223	1200 NW 184 Place, #320 Pembroke Pines, FL 33029	Unit 222/223 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.98%
JAMES SIMPSON (a/k/a JAMES F. SIMPON), a married man <sup>13</sup>	224/ 225	13291 SW 108 St. Cir. N. Miami, FL 33186	Unit 224/225 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.98%

<sup>12</sup> JAMES F. SIMPSON's wife is ELIZABETH F. SIMPSON whose last known address is 13291 SW 108 St. Cir. N., Miami, FL 33186.

<sup>13</sup> JAMES F. SIMPSON's wife is ELIZABETH F. SIMPSON whose last known address is 13291 SW 108 St. Cir. N., Miami, FL 33186.

<b>OWNER(S)</b>	<b>UNIT</b>	<b>LAST KNOWN ADDRESS(ES)</b>	<b>LEGAL DESCRIPTION OF SUBJECT PROPERTY</b>	<b>PERCENT (%) OWNERSHIP</b>
JENNIFER TOUZALIN, a married woman <sup>14</sup>	226/227	12101 Buttonbush Loop Leesburg, FL 34788	Unit 226/227 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.98%
CEREJEIRA, LLC, a Florida limited liability company	228/229	8125 NW 74 Avenue, #8 Medley, FL 33166	Unit 228/229 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.98%
EMMA J. WILLIAMS, a single woman	230	21385 NW 40 Cir. Ct. Miami Gardens, FL 33055	Unit 230 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.46%
SHORN A. KING, a married man <sup>15</sup>	231	395 NW 177 Street, #231 Miami, FL 33169	Unit 231 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.36%
JOSEPHVAL LLC, a Florida limited liability company	232	8125 NW 74 Avenue, #8 Medley, FL 33166	Unit 232 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
UGO IGNORATO, a married man <sup>16</sup>	233	2402 SE Richmond Street St. Lucie, FL 34952	Unit 233 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.46%
MAVIS LIN STEWART, a widow	234	16791 NE 20 Ave., Apt. 1 Miami, FL 33162	Unit 234 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%

<sup>14</sup> Jennifer Touzalin's husband is HERBERT TOUZALIN whose last known address is 12101 Buttonbush Loop, Leesburg, Florida 34788.

<sup>15</sup> Shorn A. King's wife is ILLIANA M. WILLIAMSON (n/k/a ILLIANA SHORN) whose last known address is 395 NW 177 Street #231, Miami, FL 33169.

<sup>16</sup> Ugo Ignorato's wife is ROXANA CANALES whose last known address is 117 SW Fairview Ave., Port Saint Lucie, FL 34983.

<b>OWNER(S)</b>	<b>UNIT</b>	<b>LAST KNOWN ADDRESS(ES)</b>	<b>LEGAL DESCRIPTION OF SUBJECT PROPERTY</b>	<b>PERCENT (%) OWNERSHIP</b>
OSUANGELA, LLC, a Florida limited liability company	235	3538 Junction Blvd., #4E Corona, NY 11368	Unit 235 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
VANDELYN NOVLIST LEGUERRE, a married man <sup>17</sup>	236	395 NW 177 Street, #236 Miami, FL 33169	Unit 236 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
FRANCILIA PIERRE LOUIS, an individual, and JEAN YVON ST. GERMAIN, an individual	237	395 NW 177 Street, #237 Miami, FL 33169	Unit 237 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
GUSTAVO C. GONZALEZ, a single man	238	395 NW 177 Street, #238 Miami, FL 33169	Unit 238 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
JACQUELINE MURPHY, a single woman	239	3812 SW 69 Way Miramar, FL 33023	Unit 239 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	0.99%
ROBERTO L. CASTRO, a single man	240	940 NE 199 Street, #209 Miami, FL 33179	Unit 240 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	0.99%
FEEL MIAMI BEACH, CORP., a Florida corporation	241	1200 NW 184 Place Pembroke Pines, FL 33029	Unit 241 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
JUDITH GREGORY, a single woman	242	1195 Union Street, #1A, Brooklyn, NY 11225	Unit 242 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.36%

<sup>17</sup> Vandelyn Novilist Leguerre's wife is JOAN BEVERLY LAGUERRE whose last known address is 395 NW 177 St. #236, Miami, FL 33169.

OWNER(S)	UNIT	LAST KNOWN ADDRESS(ES)	LEGAL DESCRIPTION OF SUBJECT PROPERTY	PERCENT (%) OWNERSHIP
FARINDA ALI (a/k/a FARIDA ALI), a widow	243	280 Sierra Dr., #B-311 Miami, FL 33179	Unit 243 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.46%
CORDELL L. BLACK, a single man	244	395 NW 177 Street, #244 Miami, FL 33169	Unit 244 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	1.15%
ANNETTA M. HENDERSON, an unmarried woman	245	5731 SW 26 Street, #8 Westpark, FL 33023	Unit 245 of NEW WORLD CONDOMINIUM APARTMENTS, according to the Declaration of Condominium thereof and the Exhibits annexed thereto, as recorded in Official Records Book 17301 at Page 1661 of the Public Records of Miami-Dade County, Florida	0.99%

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
104	<b>JPMORGAN CHASE BANK, N.A. (f/k/a Washington Mutual Bank, F.A.)</b> <i>c/o Charles P. Gufford, Esq., Counsel of Record</i> McCalla Raymer Leibert Pierce, LLC 225 E. Robinson St., Suite 155, Orlando, Florida 32801 Email: <a href="mailto:charles.gufford@mccalla.com">charles.gufford@mccalla.com</a> ; <a href="mailto:todd.latoski@mccalla.com">todd.latoski@mccalla.com</a>	Claimed mortgagee under O.R. Book 24351, Page 1204, and as referenced in the Answer and Affirmative Defenses filed in the above-captioned action on September 11, 2023 [D.E. 137].
104	<b>JOYE ANTOINETTE GREEN LAWSON, an individual</b> <i>Unknown Address</i>	Claimed judgment creditor pursuant to the settlement agreement incorporated into the Final Judgment of Dissolution recorded in O.R. Book 27645, Page 2262.
105	<b>US BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR VRMTG ASSET TRUST</b> <i>c/o CT Corporation System, Registered Agent</i> 1200 S Pine Island Road, Suite 250, Plantation, Florida 33324	Claimed mortgagee under O.R. Book 28541, Page 291, as assigned under O.R. Book 33879, Page 1895.
106	<b>PROGRESSIVE AMERICAN INSURANCE COMPANY (a/s/o Erla Cadet), an Ohio corporation</b> <i>c/o Chief Financial Officer., Registered Agent</i> 200 E. Gaines Street, Tallahassee, FL 32399	Claimed judgment creditor under the Default Final Judgment recorded in O.R. Book 30887, Page 658.
106	<b>MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, a government agency, and MIAMI-DADE COUNTY, a government entity</b> 111 NW 1 Street, Suite 250, Miami, FL 33128	Claimed judgment creditor under the Final Judgment recorded in O.R. Book 30722, Page 2782.
106	<b>WAIKIKI TRUSTS, INC., a Florida corporation</b> <i>c/o Sheldon W. Rubin, Registered Agent</i> 16155 Via Monteverde, Delray Beach, FL 33446	Claimed judgment creditor under the Final Judgment recorded in O.R. Book 31647, Page 1017.
106	<b>CLAUDE COOPER, an individual</b> Middle Street Exchange, Ocho Rios, St. Ann, Jamaica	Claimed judgment creditor under the Final Judgment for Dissolution of Marriage recorded in O.R. Book 30645, Page 734.
107	<b>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation, AS NOMINEE FOR AEGIS WHOLESALE CORPORATION</b> <i>c/o CT Corporation System, Registered Agent</i> 1200 S Pine Island Road, Suite 250, Plantation, Florida 33324	Claimed mortgagee under O.R. Book 22267, Page 1358.
108	<b>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation, AS NOMINEE FOR UNITED WHOLESALE MORTGAGE, LLC</b> <i>c/o CT Corporation System, Registered Agent</i> 1200 S Pine Island Road, Suite 250, Plantation, Florida 33324	Claimed mortgagee under O.R. 32810, Page 1693.

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
110	<b>DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF AMERIQUEST MORTGAGE SECURITIES, INC. ASSET BACKED PASS THROUGH CERTIFICATES, SERIES 2005-R10</b> <i>c/o CT Corporation System, Registered Agent</i> 1200 S Pine Island Road, Suite 250, Plantation, Florida 33324	Claimed mortgagee under O.R. Book 23794, Page 2787, as assigned under O.R. Book 25882, Page 4849, and filed in O.R. Book 26760, Page 4315.
110	<b>MIAMI-DADE COUNTY CLERK OF COURT, a government agency</b> <i>c/o Clerk of Court or any Officer Authorized to Accept Service</i> 73 W. Flagler Street, Room 133, Miami, FL 33130	Claimed judgment creditor under the Final Judgment Assessing Attorneys' Fees and Costs recorded in O.R. Book 27283, Page 3662, and the Final Judgment Assessing Attorneys' Fees and Costs recorded in O.R. Book 27672, Page 4481.
111	<b>JPMORGAN CHASE BANK, N.A. (f/k/a Washington Mutual Bank, F.A.)</b> <i>c/o Charles P. Gufford, Esq., Counsel of Record</i> McCalla Raymer Leibert Pierce, LLC 225 E. Robinson St., Suite 155, Orlando, Florida 32801 Emails: <a href="mailto:charles.gufford@mccalla.com">charles.gufford@mccalla.com</a> ; <a href="mailto:todd.latoski@mccalla.com">todd.latoski@mccalla.com</a>	Claimed mortgagee under O.R. Book 22507, Page 580, and as referenced in the Answer and Affirmative Defenses filed in the above-captioned action on September 11, 2023 [D.E. 136].
112	<b>MIAMI-DADE COUNTY CLERK OF COURT, a government agency</b> <i>c/o Clerk of Court or any Officer Authorized to Accept Service</i> 73 W. Flagler Street, Room 133, Miami, FL 33130	Claimed judgment creditor under the Final Judgment Assessing Application Fee, Attorneys' Fees and Costs recorded in O.R. Book 21909, Page 166.
112	<b>UNITED STATES ATTORNEY'S OFFICE SOUTHERN DISTRICT OF FLORIDA, a government agency</b> <i>c/o U.S. Attorney or Any Person Authorized to Accept Service</i> 99 Northeast 4th Street, Miami, FL 33132	Claimed judgment creditor under the Notice of Lien for and/or Restitution recorded in O.R. Book 27726, Page 1745, and under the Notice of Lien for and/or Restitution recorded in O.R. Book 27963, Page 4338.
115	<b>NEWREZ LLC, a Delaware limited liability company, AS SUCCESSOR IN INTEREST TO NEW RESIDENTIAL MORTGAGE LLC, a Delaware limited liability company</b> <i>c/o Justin E. Hekkanen, Esq., Counsel of Record</i> Atlas Solomon, PLLC 819 SW Federal Hwy, Suite 301, Stuart, Florida 34994 Emails: <a href="mailto:servicemailbox@atlas-solomon.com">servicemailbox@atlas-solomon.com</a> ; <a href="mailto:jhekkanen@atlas-solomon.com">jhekkanen@atlas-solomon.com</a> ; <a href="mailto:adam@atlas-solomon.com">adam@atlas-solomon.com</a> ; <a href="mailto:eric@atlas-solomon.com">eric@atlas-solomon.com</a> ; <a href="mailto:elevine@atlas-solomon.com">elevine@atlas-solomon.com</a> ; <a href="mailto:dorothy@atlas-solomon.com">dorothy@atlas-solomon.com</a>	Claimed mortgagee under O.R. Book 21825, Page 23, as assigned under O.R. Book 31393, Page 4429, as affected by modification under O.R. Book 31583, Page 615, as further assigned under O.R. Book 31878, Page 1486, and as assigned under O.R. Book 32741, Page 1886, and as referenced in Defendant New Residential's Answer and Affirmative Defenses filed in the above-captioned action on July 28, 2023 [D.E. 67].
115	<b>U.S. BANK TRUST NATIONAL ASSOCIATION, a national financial institution, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF CITIGROUP MORTGAGE LOAN TRUST 2021-RP3</b> <i>c/o CT Corporation System, Registered Agent</i>	Claimed mortgagee under O.R. Book 21825, Page 23, as assigned under O.R. Book 31393, Page 4429, as affected by modification under O.R. Book 31583, Page 615, as further assigned under O.R.

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
	1200 Pine Island Road, Suite 250, Plantation, Florida 33324	Book 31878, Page 1486, and as assigned under O.R. Book 32741, Page 1886.
115	<b>ASSET ACCEPTANCE, LLC, a Delaware limited liability company</b> c/o Midland Credit Management, Inc., <i>Registered Agent</i> 13008 Telecom Drive, Suite 100, Suite 350, Tampa, FL 33637	Claimed judgment creditor under the Default Final Judgment recorded in O.R. Book 31044, Page 3672.
115	<b>LVNV FUNDING LLC, a Delaware limited liability company</b> c/o Corporation Service Company, <i>Registered Agent</i> 1201 Hays Street, Tallahassee, FL 32301	Claimed judgment creditor under the Final Judgment recorded in O.R. Book 33528, Page 1169.
117/118	<b>U.S. BANK, N.A.</b> c/o Philip Reznik, Esq., <i>Counsel of Record</i> Albertelli Law 5404 Cypress Center Drive, Suite 300, Tampa, Florida 33609 Emails: <a href="mailto:genlit@albertellilaw.com">genlit@albertellilaw.com</a> ; <a href="mailto:servealaw@albertellilaw.com">servealaw@albertellilaw.com</a> ; <a href="mailto:preznik@alaw.net">preznik@alaw.net</a> ; <a href="mailto:agarth@alaw.net">agarth@alaw.net</a>	Claimed mortgagee under O.R. Book 30888, Page 3481, modified under O.R. Book 32972, Page 3459, and as referenced in the Answer and Affirmative Defenses filed in the above-captioned action on September 1, 2023 [D.E. 131].
117/118	<b>U.S. SECRETARY OF HOUSING AND URBAN DEVELOPMENT</b> c/o Marcela Fudge, <i>Secretary</i> 1250 Maryland Ave., SW, Washington, DC 20024	Claimed mortgagee under O.R. Book 32972, Page 4496.
119/120	<b>JVD PROPERTIES INC.</b> c/o James Van Dyke, <i>Registered Agent</i> 5030 Champion Blvd., G11 #442, Boca Raton, FL 33496	Claimed mortgagee under O.R. Book 30994, Page 3979.
121/122	<b>WAIKIKI TRUST INC.</b> c/o Sheldon W. Rubin, <i>Registered Agent</i> 16155 Via Monteverde, Delray Beach, FL 33446	Claimed mortgagee under O.R. Book 17478, Page 3347, as assigned under O.R. Book 17871, Page 1018, as further assigned under O.R. Book 23701, Page 868.
121/122	<b>WAIKIKI TRUSTS LTD. (d/b/a WAIKIKI PARTNERSHIP OF THE DANIEL AND HELENE LIFTER TRUST FUNDS)</b> c/o Sheldon W. Rubin, <i>Registered Agent</i> 16155 Via Monteverde, Delray Beach, FL 33446	Claimed mortgagee under O.R. Book 17478, Page 3347, as assigned under O.R. Book 17871, Page 1018, as further assigned under O.R. Book 23701, Page 868.
121/122	<b>PUBLIX EMPLOYEES FEDERAL CREDIT UNION, a national financial institution</b> c/o Corporate Creations Network, <i>Registered Agent</i> 3005 New Tampa Hwy., Lakeland, FL 33815	Claimed judgment creditor under the Final Judgment recorded in O.R. Book 32096, Page 1849.
121/122	<b>BANK OF AMERICA, N.A., a national financial institution</b> c/o CT Corporation System, <i>Registered Agent</i> 1200 South Pine Island Road, Plantation, FL 33324	Claimed judgment creditor under the Default Final Judgment recorded in O.R. Book 32453, Page 4617.

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
121/122	<b>ALL IN CREDIT UNION (f/k/a ARMY AVIATION CENTER FEDERAL CREDIT), a national financial institution</b> <i>c/o Bobby Michael, Registered Agent</i> 1421 US-331, Defuniak Springs, FL 32435	Claimed judgment creditor under the Final Judgment by Judge recorded in O.R. Book 32985, Page 1927.
123/124	<b>UNITED STATES ATTORNEY'S OFFICE SOUTHERN DISTRICT OF FLORIDA, a government agency</b> <i>c/o U.S. Attorney or Any Person Authorized to Accept Service</i> 99 Northeast 4th Street, Miami, FL 33132	Claimed judgment creditor under the Notice of Lien for and/or Restitution recorded in O.R. Book 30805, Page 18.
125/126	<b>MIAMI-DADE COUNTY CLERK OF COURT, a government agency</b> <i>c/o Clerk of Court or any Officer Authorized to Accept Service</i> 73 W. Flagler Street, Room 133, Miami, FL 33130	Claimed judgment creditor under the Final Judgment Assessing Application Fee, Attorneys' Fees and Costs recorded in O.R. Book 21739, Page 3035.
129	<b>LUZ M. MOREL, an individual</b> 1918 NW 34 Street, Miami, FL 33142	Claimed judgment creditor under the settlement agreement incorporated into that certain Final Judgment of Dissolution.
130	<b>ASR PARTNERSHIP, a Florida limited liability partnership</b> 300 71 <sup>st</sup> Street, Suite 620, Miami Beach, FL 33141	Claimed mortgagee under O.R. Book 17441, Page 1343, as assigned under O.R. Book 17871, Page 1018, and as further assigned under O.R. Book 23701, Page 862.
130	<b>YVONNE MARTIN, an individual</b> 20490 NW 7 Avenue, Apt. 1, Miami, FL 33169 <i>Or</i> 12314 SW 263 Ter., Homestead, FL 33032	Claimed judgment creditor under the settlement agreement incorporated into that certain Final Judgment of Dissolution.
131	<b>JPMORGAN CHASE BANK, N.A.</b> <i>c/o Charles P. Gufford, Esq., Counsel of Record</i> McCalla Raymer Leibert Pierce, LLC 225 E. Robinson St., Suite 155, Orlando, Florida 32801 Emails: <a href="mailto:charles.gufford@mccalla.com">charles.gufford@mccalla.com</a> ; <a href="mailto:todd.latoski@mccalla.com">todd.latoski@mccalla.com</a>	Claimed mortgagee as referenced in the Answer and Affirmative Defenses filed in the above-captioned action on September 11, 2023 [D.E. 135].
131	<b>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation, AS NOMINEE FOR ROCKET MORTGAGE, LLC (f/k/a QUICKEN LOANS, LLC), a Michigan limited liability company</b> <i>c/o CT Corporation System, Registered Agent</i> 1200 South Pine Island Road, Suite 250, Plantation, Florida 33324	Claimed mortgagee under O.R. Book 32132, Page 1725.
132	<b>IRA D. COHEN IRREVOCABLE FAMILY TRUST DATED MAY 7, 2014</b> 5521 SW 185 Way, Southwest Ranches, FL 33332	Claimed mortgagee under O.R. Book 30039, Page 1578.

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
132	<b>IDE TECHNOLOGIES INC., a Florida corporation</b> c/o Itzhak Levy, <i>Registered Agent</i> 3641 N 52 Avenue, Hollywood, FL 33021	Claimed judgment creditor pursuant to Notice of Application for Tax Deed No. 191936.
132	<b>FIG 1863, LLC, a Florida limited liability company</b> c/o John Finch, <i>Registered Agent</i> 1000 Riverside Avenue, Suite 400, Jacksonville, FL 32204	Claimed judgment creditor pursuant to Notice of Application for Tax Deed No. 230475.
135	<b>PZA GROUP LLC</b> c/o OSWO BH LLC, <i>Registered Agent</i> 7924 NE 2nd Avenue, # 104, Miami, Florida 33138	Claimed mortgagee under O.R. Book 31588, Page 4480, and claimed judgment creditor under the Assignment of Rents, Profit, Income, and Leases recorded in O.R. Book 31588, Page 4494.
137	<b>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation, AS NOMINEE FOR BANK OF AMERICA, N.A. (f/k/a COUNTRYWIDE HOME LOANS, INC.), a national financial institution</b> c/o Donna Evertz, Esq., <i>Counsel of Record</i> Marinosci Law Group 100 W. Cypress Creek Rd., Suite 1045, Fort Lauderdale, FL 33309 Emails: <a href="mailto:devertz@mlg-defaultlaw.com">devertz@mlg-defaultlaw.com</a> ; <a href="mailto:servicefl@mlg-defaultlaw.com">servicefl@mlg-defaultlaw.com</a> ; <a href="mailto:servicefl2@mlg-defaultlaw.com">servicefl2@mlg-defaultlaw.com</a>	Claimed mortgagee under O.R. Book 24015, Page 255, and as referenced in the Answer to the Complaint for Partition and Declaratory Relief filed in the above-captioned action on June 23, 2023 [D.E. 56] and the Amended Answer and Affirmative Defenses to Complaint for Partition and Declaratory Relief filed in the above-captioned action on August 22, 2023 [D.E. 77].
138	<b>NERILANDA DESTAVE, an individual</b> 1711 NW 195 Street, Miami Gardens, Florida 33056	Claimed judgment creditor under the settlement agreement incorporated into the Final Judgment of Dissolution recorded in O.R. Book 30196, Page 2375.
139	<b>HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT, DATED AS OF AUGUST 1, 2006, ACE SECURITIES CORP. HOME EQUITY LOAN TRUST, SERIES 2006-FM1, ASSET-BACKED PASS-THROUGH CERTIFICATES</b> c/o Shapiro & Fishman, LLP 2424 North Federal Highway, Suite 360, Boca Raton, FL 33431	Claimed mortgagee under O.R. Book 24725, Page 4099, as assigned under O.R. Book 26832, Page 1199, and as purported to be satisfied under the satisfaction of mortgage recorded in O.R. Book 30196, Page 2375.
139	<b>FLORA M. RAMIREZ</b> 2990 NW 34 Ave., Lauderdale Lakes, FL 33309	Claimed judgment creditor under the settlement agreement incorporated into the Final Judgment of Dissolution recorded in O.R. Book 28710, Page 1575.
141	<b>HOME FINANCING CENTER INC.</b> c/o Claudine Claus, <i>Registered Agent</i> 400 University Drive, Third Floor, Coral Gables, Florida 33134	Claimed mortgagee under O.R. Book 26026, Page 4882.

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
142 and/or 215	<b>JOHN H. RUIZ, ESQ., an individual</b> 2701 S Le Jeune Rd., Floor 10, Coral Gables, Florida 33134	Claimed judgment creditor under the Notice of Attorney's Charging Lien recorded in O.R. Book 27453, Page 342.
142 and/or 215	<b>FLORIDA DEPARTMENT OF REVENUE, a government agency</b> c/o Executive Director 2450 Shumard Oak Boulevard, Tallahassee, FL 32399	Claimed judgment creditor under the Warrant for Collection of Delinquent Documentary Stamp Tax recorded in O.R. Book 27990, Page 2566.
142 and/or 215	<b>CACH, LLC, a Colorado corporation</b> c/o Corporation Service Company, <i>Registered Agent</i> 1201 Hays Street, Tallahassee, FL 32301	Claimed judgment creditor under the Final Judgment recorded in O.R. Book 29216, Page 1378.
143	<b>MIAMI-DADE COUNTY CLERK OF COURT, a government agency</b> c/o Clerk of Court or any Officer Authorized to Accept Service 73 W. Flagler Street, Room 133, Miami, FL 33130	Claimed judgment creditor under the Final Judgment Assessing Application Fee, Attorneys' Fees and Costs recorded in O.R. Book 21857, Page 3928, and/or the Final Judgment Assessing Application Fee, Attorneys' Fees and Costs recorded in O.R. Book 25378, Page 3721.
143	<b>DADE COUNTY FEDERAL CREDIT UNION, a national financial institution</b> 1500 NW 107 Avenue, Miami, FL 33172	Claimed judgment creditor under the Final Judgment (Execution Withheld) recorded in O.R. Book 31200, Page 4450.
202	<b>CARMELLA COOPER, an individual</b> 575 Oaks Lane, Apt. 202, Pompano Beach, FL 33069	Claimed homestead beneficiary pursuant to the Death Certificate of Cardinal Andrews.
202	<b>KYLA TAQUESTA ANDREWS, an individual</b> 575 Oaks Lane, Apt. 202, Pompano Beach, FL 33069	Claimed beneficiary as set forth in the Last Will and Testament of Cardinal Andrews.
202	<b>CARLYLE ANDREWS, an individual</b> 575 Oaks Lane, Apt. 202, Pompano Beach, FL 33069	Claimed beneficiary as set forth in the Last Will and Testament of Cardinal Andrews.
202	<b>KENTRELL ANDREWS, an individual</b> 575 Oaks Lane, Apt. 202, Pompano Beach, FL 33069	Claimed beneficiary as set forth in the Last Will and Testament of Cardinal Andrews.
202	<b>KYLON ANDREWS, an individual</b> 575 Oaks Lane, Apt. 202, Pompano Beach, FL 33069	Claimed beneficiary as set forth in the Last Will and Testament of Cardinal Andrews.
203	<b>ASR PARTNERSHIP, a Florida limited liability partnership</b> 300 71 <sup>st</sup> Street, Suite 620, Miami Beach, FL 33141	Claimed mortgagee under O.R. Book 17478, Page 3427, as assigned under O.R. Book 17871, Page 1018, and as

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
		further assigned under O.R. Book 23701, Page 862.
203	<b>BANK OF AMERICA, N.A.</b> <i>c/o Donna Evertz, Esq., Counsel of Record</i> Marinosci Law Group 100 W. Cypress Creek Rd., Suite 1045, Fort Lauderdale, FL 33309 Emails: <a href="mailto:devertz@mlg-defaultlaw.com">devertz@mlg-defaultlaw.com</a> ; <a href="mailto:servicefl@mlg-defaultlaw.com">servicefl@mlg-defaultlaw.com</a> ; <a href="mailto:servicefl2@mlg-defaultlaw.com">servicefl2@mlg-defaultlaw.com</a>	Claimed mortgagee under O.R. Book 25821, Page 3464, and as referenced in the Answer and Affirmative Defenses to Complaint for Partition and Declaratory Judgment filed in the above-captioned action on August 22, 2023 [D.E. 78] and on August 24, 2023 [D.E. 80].
203	<b>YGRENE ENERGY FUND FLORIDA LLC, a Florida limited liability company, AS THE ADMINISTER OF GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, a government program</b> <i>c/o Corporation Service Company, Registered Agent</i> 1201 Hays Street, Tallahassee, FL 32301	Claimed judgment creditor under the Summary Memorandum of Agreement recorded in O.R. Book 31989, Page 4189, as affected by the Addendum to Financing Agreement recorded in O.R. Book 32197, Page 4770.
203	<b>GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT</b> <i>c/o Eric O. Hockman, Esq., Counsel of Record</i> Weiss Serota Helfman, P.L. 200 E. Broward Blvd., Ste 1900 Ft. Lauderdale, Florida 33301 Emails: <a href="mailto:ehochman@wsh-law.com">ehochman@wsh-law.com</a> ; <a href="mailto:mgaines@wsh-law.com">mgaines@wsh-law.com</a>	Claimed judgment creditor under the Summary Memorandum of Agreement recorded in O.R. Book 31989, Page 4189, as affected by the Addendum to Financing Agreement recorded in O.R. Book 32197, Page 4770.
204	<b>PROGRESSIVE SELECT INSURANCE COMPANY (a/s/o BENJAMIN Z. SILVERSTEIN), an Ohio corporation</b> <i>c/o Chief Financial Officer, Registered Agent</i> 200 E Gaines Street, Tallahassee, FL 32399	Claimed judgment creditor under the Final Judgment (Default) recorded in O.R. Book 32944, Page 4666.
204	<b>SURF CONSULTANTS, INC., a Florida corporation, AS SUCCESSOR IN INTEREST TO CHASE BANK USA N.A.-HERITAGE CHASE CARD</b> <i>c/o Steven B. Sprechman, Esq., Registered Agent</i> 2775 Sunny Isles Blvd., Suite 100, Miami, FL 33160	Claimed judgment creditor under the Summary Final Judgment recorded in O.R. Book 32601, Page 2650.
204	<b>INTERNAL REVENUE SERVICE, a government agency</b> <i>c/o U.S. Attorney for the Southern District of Florida</i> 99 Northeast 4 Street, Miami, FL 33132	Claimed judgment creditor under the Notice of Federal Tax Lien recorded in O.R. Book 30532, Page 4512, and the Notice of Federal Tax Lien recorded in O.R. Book 33838, Page 4316.
204	<b>NAPLES HMA, LLC (d/b/a PHYSICIANS REGIONAL MEDICAL CENTER-COLLIER), a Florida limited liability company</b> <i>c/o Corporation Service Company, Registered Agent</i> 1201 Hays Street, Tallahassee, FL 32301	Claimed judgment creditor under the Final Judgment recorded in O.R. Book 30460, Page 573.
205	<b>WELLS FARGO HOME MORTGAGE, INC., a California corporation</b>	Claimed mortgagee under O.R. Book 21843, Page 3703.

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
	1 Home Campus, Mac X2401-049, Des Moines, IA 50328	
208	<b>MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, a government agency</b> 111 NW 1 Street, Suite 250, Miami, FL 33128	Claimed judgment creditor under the Notice of Code Enforcement Lien recorded in O.R. Book 32981, Page 4918, the Corrected Notice of Code Enforcement Lien recorded in under O.R. Book 33048, Page 4926, and the Order of the Code Enforcement Officer recorded in O.R. Book 30665, Page 240, the Notice of Code Enforcement Lien recorded in O.R. Book 29697, Page 135, the Notice of Code Enforcement Lien recorded in O.R. Book 29614, Page 4743, the Notice of Code Enforcement Lien recorded in O.R. Book 29542, Page 4268, and the Notice of Code Enforcement Lien recorded in O.R. Book 28366, Page 4398.
208	<b>TRADITION COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation</b> <i>c/o Kaye Bender Rembaum, P.L., Registered Agent</i> 1200 Park Central Blvd., South, Pompano Beach, FL 33064	Claimed judgment creditor under the Final Judgment recorded in O.R. Book 30848, Page 1702.
208	<b>WESTLAND PLAZA CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation</b> <i>c/o Top Service Property Management, LLC, Registered Agent</i> 5901 NW 151 Street, Suite 100, Miami Lakes, FL 33014	Claimed judgment creditor under the Final Judgment Against Defendant Cookies & Crackers Corp. recorded in O.R. Book 30842, Page 1327.
208	<b>LE CLUB AT KENDALE LAKES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation</b> <i>c/o Eisinger, Brown, Lewis, &amp; Frankel, P.A., Registered Agent</i> 4000 Hollywood Blvd., Suite 265S, Hollywood, FL 33021	Claimed judgment creditor under the Final Judgment for Attorneys' Fees and Costs recorded in O.R. Book 29515, Page 473.
208	<b>CITY OF MIAMI BEACH, a government agency</b> <i>c/o Mayor Dan Gelber, or Any Person Authorized Under § 48.111, Fla. Stat.</i> 1700 Convention Center Drive, Miami Beach, FL 33139	Claimed judgment creditor under the Imposing Fine/Lien recorded in O.R. Book 29154, Page 2893.
208	<b>CITY OF MIAMI GARDENS, a government agency</b> <i>c/o Mayor Rodney Harris III, or Any Person Authorized Under § 48.111, Fla. Stat.</i> 18605 NW 27 Avenue, Miami Gardens, FL 33056	Claimed judgment creditor under the Imposing Fine/Lien recorded in O.R. Book 28361, Page 3230.
209	<b>U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIES CORPORATION HOME EQUITY MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2005-KS7</b> <i>c/o Judah Solomon, Esq., Counsel of Record</i> Burr & Forman LLP	Claimed mortgagee as referenced in the Answer and Affirmative Defenses filed in the above-captioned action on July 17, 2023 [D.E. 64].

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
	350 East Las Olas Blvd., Suite 1440, Fort Lauderdale, FL 33301 Email: <a href="mailto:jsolomon@burr.com">jsolomon@burr.com</a> ; <a href="mailto:dmorales@burr.com">dmorales@burr.com</a> ; <a href="mailto:mhisey@burr.com">mhisey@burr.com</a>	
209	<b>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation, AS NOMINEE FOR PRIMARY RESIDENTIAL MORTGAGE INC.</b> c/o CT Corporation System, <i>Registered Agent</i> 1200 South Pine Island Road, Suite 250, Plantation, Florida 33324	Claimed mortgagee under O.R. Book 23356, Page 3782.
212	<b>GUS RAMIREZ, an individual</b> 444 NE 20 Street, Miami, FL 33137	Claimed mortgagee under O.R. Book 32905, Page 3874.
214	<b>ASR PARTNERSHIP, a Florida limited liability partnership</b> 300 71 <sup>st</sup> Street, Suite 620, Miami Beach, FL 33141	Claimed mortgagee under O.R. Book 17478, Page 3408, as assigned under O.R. Book 17871, Page 1018, as further assigned under O.R. Book 23701, Page 862, and as referenced in the satisfaction of mortgage recorded in O.R. Book 33831, Page 2586.
218/219	<b>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation, AS NOMINEE FOR NATIONSTAR MORTGAGE LLC, SUCCESSOR IN INTEREST TO AMERIFIRST HOME LOANS, LLC</b> c/o Justin E. Hekkanen, Esq., <i>Counsel of Record</i> Atlas Solomon, PLLC 819 SW Federal Hwy, Suite 301, Stuart, Florida 34994 Emails: <a href="mailto:servicemailbox@atlas-solomon.com">servicemailbox@atlas-solomon.com</a> ; <a href="mailto:jhekkanen@atlas-solomon.com">jhekkanen@atlas-solomon.com</a> ; <a href="mailto:adam@atlas-solomon.com">adam@atlas-solomon.com</a> ; <a href="mailto:eric@atlas-solomon.com">eric@atlas-solomon.com</a> ; <a href="mailto:elevine@atlas-solomon.com">elevine@atlas-solomon.com</a> ; <a href="mailto:dorothy@atlas-solomon.com">dorothy@atlas-solomon.com</a>	Claimed mortgagee under O.R. Book 25694, Page 1967, and as referenced in Defendant Amerifist's Answer and Affirmative Defenses filed in the above-captioned action on July 14, 2023 [D.E. 63].
218/219	<b>YGRENE ENERGY FUND FLORIDA LLC, a Florida limited liability company, AS THE ADMINISTER OF GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, a government program</b> c/o Corporation Service Company, <i>Registered Agent</i> 1201 Hays Street, Tallahassee, FL 32301	Claimed judgment creditor under the Summary Memorandum of Agreement recorded in O.R. Book 30876, Page 1899, as affected by the Addendum to Financing Agreement recorded in O.R. Book 30892, Page 4696.
218/219	<b>GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT</b> c/o Eric O. Hockman, Esq., <i>Counsel of Record</i> Weiss Serota Helfman, P.L. 200 E. Broward Blvd., Ste 1900 Ft. Lauderdale, Florida 33301 Emails: <a href="mailto:ehochman@wsh-law.com">ehochman@wsh-law.com</a> ; <a href="mailto:mgaines@wsh-law.com">mgaines@wsh-law.com</a>	Claimed judgment creditor under the Summary Memorandum of Agreement recorded in O.R. Book 31989, Page 4189, as affected by the Addendum to Financing Agreement recorded in O.R. Book 32197, Page 4770.
218/219	<b>AQUA FINANCE, INC., a Wisconsin corporation</b> c/o Corporation Service Company, <i>Registered Agent</i> 1201 Hays Street, Tallahassee, FL 32301	Claimed judgment creditor under the UCC Financing Statement recorded in O.R. Book 33564, Page 3617.

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
218/219	<b>VINTEX QUALITY CARE, INC., a Florida corporation</b> c/o Abo E. Omachonu, <i>Registered Agent</i> 7400 SW 50 Terrace, Suite 200, Miami, FL 33155	Claimed judgment creditor under the Default Final Judgment recorded in O.R. Book 32825, Page 3830.
218/219	<b>MIAMI-DADE COUNTY CLERK OF COURT, a government agency</b> c/o Clerk of Court or any Officer Authorized to Accept Service 73 W. Flagler Street, Room 133, Miami, FL 33130	Claimed judgment creditor under the Final Judgment Assessing Recording Fee, Attorneys' Fees and Costs recorded in O.R. Book 23651, Page 4018.
220/221	<b>MIAMI-DADE COUNTY CLERK OF COURT, a government agency</b> c/o Clerk of Court or any Officer Authorized to Accept Service 73 W. Flagler Street, Room 133, Miami, FL 33130	Claimed judgment creditor under the Final Judgment Assessing Recording Fee, Attorneys' Fees and Costs recorded in O.R. Book 22940, Page 1530, and/or the Final Judgment Assessing Recording Fee, Attorneys' Fees and Costs recorded in O.R. Book 22940, Page 1532, and/or the Final Judgment Assessing Recording Fee, Attorneys' Fees and Costs recorded in O.R. Book 22940, Page 1534, and/or the Final Judgment Assessing Recording Fee, Attorneys' Fees and Costs recorded in O.R. Book 22940, Page 1548, and/or the Final Judgment Assessing Attorneys' Fees and Costs recorded in O.R. Book 29808, Page 4750.
220/221	<b>THE ESTATE OF PERCIVAL SIMPSON</b> c/o James F. Simpson, <i>Personal Representative</i> 13291 SW 108 St. Cir. N., Miami, FL 33186	Claimed interest in subject property pursuant to Petition for Administration recorded in O.R. Book 32026, Page 126, and as otherwise ordered by the Court in the case styled <i>In Re: Percival A. Simpson</i> , Case No. 2020-002714-CP-02 (Fla. 11th Cir. Ct. 2020).
224/225	<b>MIAMI-DADE COUNTY CLERK OF COURT, a government agency</b> c/o Clerk of Court or any Officer Authorized to Accept Service 73 W. Flagler Street, Room 133, Miami, FL 33130	Claimed judgment creditor under the Final Judgment Assessing Recording Fee, Attorneys' Fees and Costs recorded in O.R. Book 22940, Page 1530, and/or the Final Judgment Assessing Recording Fee, Attorneys' Fees and Costs recorded in O.R. Book 22940, Page 1532, and/or the Final Judgment Assessing Recording Fee, Attorneys' Fees and Costs recorded in O.R. Book 22940, Page 1534, and/or the Final Judgment Assessing Recording Fee, Attorneys' Fees and Costs recorded in O.R. Book 22940, Page 1548, and/or the Final Judgment Assessing Attorneys' Fees and Costs recorded in O.R. Book 29808, Page 4750.

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
224/225	<b>THE ESTATE OF PERCIVAL SIMPSON</b> c/o James F. Simpson, <i>Personal Representative</i> 13291 SW 108 St. Cir. N., Miami, FL 33186	Claimed interest in subject property pursuant to Petition for Administration recorded in O.R. Book 32026, Page 126, and as otherwise ordered by the Court in the case styled <i>In Re: Percival A. Simpson</i> , Case No. 2020-002714-CP-02 (Fla. 11th Cir. Ct. 2020).
226/227	<b>ASR PARTNERSHIP, a Florida limited liability partnership</b> 300 71 <sup>st</sup> Street, Suite 620, Miami Beach, FL 33141	Claimed mortgagee under O.R. Book 17463, Page 3032, as assigned under O.R. Book 17871, Page 1018, and as further assigned under O.R. Book 23701, Page 862.
230	<b>CENLAR, AS SERVICER FOR CITIMORTGAGE INC., a New York corporation</b> c/o Charles P. Gufford, Esq., <i>Counsel of Record</i> McCalla Raymer Leibert Pierce, LLC 225 E. Robinson St., Suite 155, Orlando, Florida 32801 Email: <a href="mailto:charles.gufford@mccalla.com">charles.gufford@mccalla.com</a> ; <a href="mailto:todd.latoski@mccalla.com">todd.latoski@mccalla.com</a>	Claimed mortgagee under O.R. Book 17512, Page 4624, as assigned under O.R. Book 17727, Page 2578, as further assigned under O.R. Book 30276, Page 2714, and as referenced in the Answer and Affirmative Defenses filed in the above-captioned action on August 9, 2023 [D.E. 74].
230	<b>MIAMI-DADE COUNTY CLERK OF COURT, a government agency</b> c/o Clerk of Court or any Officer Authorized to Accept Service 73 W. Flagler Street, Room 133, Miami, FL 33130	Claimed judgment creditor under the Final Judgment Assessing Application Fee, Attorneys' Fees and Costs recorded in O.R. Book 22118, Page 2283.
231	<b>DEUTSCHE BANK NATIONAL TRUST COMPANY, a California corporation, SOLELY AS INDENTURE TRUSTEE FOR THE NEW CENTURY HOME EQUITY LOAN TRUST 2005-1 ASSET BACKED NOTES, SERIES 2005-1</b> c/o Amber Kourofsky, Esq., <i>Counsel of Record</i> Troutman Pepper Hamilton Sanders, LLP 600 Peachtree Street, Suite 3000, Atlanta, Georgia 30308 Email: <a href="mailto:amber.kourofsky@troutman.com">amber.kourofsky@troutman.com</a> ; <a href="mailto:christina.hill@troutman.com">christina.hill@troutman.com</a>	Claimed mortgagee under O.R. Book 23059, Page 707, as assigned under O.R. Book 31204, Page 4070, and claimed lienholder as set forth in the Notice of Lis Pendens recorded in O.R. Book 33820, Page 1892.
231	<b>U.S. BANK, N.A., a national financial institution, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF NRZ RECOVERY TRUST</b> c/o CT Corporation System, <i>Registered Agent</i> 1200 South Pine Island Road, Suite 250, Plantation, Florida 33324	Claimed mortgagee under O.R. Book 24922, Page 2370, as assigned under O.R. Book 28016, Page 4780, and as further assigned under O.R. Book 32896, Page 3699.
231	<b>DANA LASHAUN SIPLIN, an individual</b> 16356 N. Miami Avenue, Miami, FL 33169	Claimed judgment creditor under the Final Judgment on Petition for Support and Other Relief recorded in O.R. Book 31436, Page 4084.

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
231	<b>GOOD DEEDS CAPITAL LLC, a limited liability company</b> c/o William Denis, <i>Authorized Representative</i> 333 Las Olas Way, CU-1, Fort Lauderdale, FL 33301	Claimed judgment creditor as set forth in the Affidavit and Notice of Interest in Real Property recorded in O.R. Book 33952, Page 4288.
233	<b>NATIONSTAR MORTGAGE LLC, a Delaware limited liability company</b> c/o Justin E. Hekkanen, Esq., <i>Counsel of Record</i> Atlas Solomon, PLLC 819 SW Federal Hwy, Suite 301, Stuart, Florida 34994 Emails: <a href="mailto:servicemailbox@atlas-solomon.com">servicemailbox@atlas-solomon.com</a> ; <a href="mailto:jhekkanen@atlas-solomon.com">jhekkanen@atlas-solomon.com</a> ; <a href="mailto:adam@atlas-solomon.com">adam@atlas-solomon.com</a> ; <a href="mailto:eric@atlas-solomon.com">eric@atlas-solomon.com</a> ; <a href="mailto:elevine@atlas-solomon.com">elevine@atlas-solomon.com</a> ; <a href="mailto:dorothy@atlas-solomon.com">dorothy@atlas-solomon.com</a>	Claimed mortgagee under O.R. Book 24689, Page 579, as assigned under O.R. Book 27264, Page 1336, and as further assigned under O.R. Book 28228, Page 506, and as referenced in Defendant Nationstar Mortgage LLC's Answer and Affirmative Defenses filed in the above-captioned action on August 11, 2023 [D.E. 76].
234	<b>NEWREZ LLC, a Delaware limited liability company, AS SUCCESSOR IN INTEREST TO NEW RESIDENTIAL MORTGAGE LLC, a Delaware limited liability company</b> c/o Justin E. Hekkanen, Esq., <i>Counsel of Record</i> Atlas Solomon, PLLC 819 SW Federal Hwy, Suite 301, Stuart, Florida 34994 Emails: <a href="mailto:servicemailbox@atlas-solomon.com">servicemailbox@atlas-solomon.com</a> ; <a href="mailto:jhekkanen@atlas-solomon.com">jhekkanen@atlas-solomon.com</a> ; <a href="mailto:adam@atlas-solomon.com">adam@atlas-solomon.com</a> ; <a href="mailto:eric@atlas-solomon.com">eric@atlas-solomon.com</a> ; <a href="mailto:elevine@atlas-solomon.com">elevine@atlas-solomon.com</a> ; <a href="mailto:dorothy@atlas-solomon.com">dorothy@atlas-solomon.com</a>	Claimed mortgagee under O.R. Book under O.R. Book 26061, Page 402, as assigned under O.R. Book 27986, Page 2179, and as further assigned under O.R. Book 31718, Page 1611, and as assigned under O.R. Book 31806, Page 4964 and later corrected under O.R. Book 31915, Page 386, and as referenced in Defendant New Residential's Answer and Affirmative Defenses filed in the above-captioned action on July 28, 2023 [D.E. 66].
234	<b>U.S. BANK N.A., a national financial institution, AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIES CORPORATION HOME EQUITY MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2005-KS7</b> c/o Judah Solomon, Esq., <i>Counsel of Record</i> Burr & Forman LLP 350 East Las Olas Blvd., Suite 1440, Fort Lauderdale, FL 33301 Emails: <a href="mailto:jsolomon@burr.com">jsolomon@burr.com</a> ; <a href="mailto:dmorales@burr.com">dmorales@burr.com</a> ; <a href="mailto:mhisey@burr.com">mhisey@burr.com</a>	Claimed mortgagee as referenced in the Answer and Affirmative Defenses filed in the above-captioned action on July 17, 2023 [D.E. 65].
234	<b>INTERNAL REVENUE SERVICE, a government agency</b> c/o U.S. Attorney for the Southern District of Florida 99 Northeast 4 Street, Miami, FL 33132	Claimed judgment creditor under the Notice of Federal Tax Lien recorded in O.R. Book 31707, Page 38.
236	<b>JPMORGAN CHASE BANK, N.A., a national financial institution</b> c/o Charles P. Gufford, Esq., <i>Counsel of Record</i> McCalla Raymer Leibert Pierce, LLC 225 E. Robinson St., Suite 155, Orlando, Florida 32801 Email: <a href="mailto:charles.gufford@mccalla.com">charles.gufford@mccalla.com</a> ; <a href="mailto:todd.latoski@mccalla.com">todd.latoski@mccalla.com</a>	Claimed mortgagee under O.R. Book 28138, Page 3726, and as referenced in the Answer and Affirmative Defenses filed in the above-captioned action on September 11, 2023 [D.E. 134].
237	<b>PORTFOLIO RECOVERY ASSOCIATES, LLC, a Delaware limited liability company</b> c/o Corporation Service Company, <i>Registered Agent</i>	Claimed judgment creditor under the Default Final Judgment recorded in O.R. Book 29093, Page 2798.

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
	1201 Hays Street, Tallahassee, FL 32301	
238	<b>ASR PARTNERSHIP, a Florida limited liability partnership</b> 300 71 <sup>st</sup> Street, Suite 620, Miami Beach, FL 33141	Claimed mortgagee under O.R. Book 17478, Page 3682, as assigned under O.R. Book 17871, Page 1018, and as further assigned under O.R. Book 23701, Page 862.
238	<b>INTERNAL REVENUE SERVICE, a government agency</b> c/o U.S. Attorney for the Southern District of Florida 99 Northeast 4 Street, Miami, FL 33132	Claimed judgment creditor under the Notice of Federal Tax Lien recorded in O.R. Book 33631, Page 4950, and the Notice of Federal Tax Lien recorded in O.R. Book 33729, Page 86.
238	<b>DISCOVER BANK, a Delaware State bank</b> c/o Registered Agent or Any Authorized Person 800 Prides Crossing, Newark, DE 19713	Claimed judgment creditor under the Default Final Judgment recorded in O.R. Book 32835, Page 4234.
238	<b>TIDEWATER FINANCE COMPANY, a Virginia corporation</b> c/o Corporation Service Company, <i>Registered Agent</i> 1201 Hays Street, Tallahassee, FL 32301	Claimed judgment creditor under the Consent Final Judgment recorded in O.R. Book 32039, Page 1214.
238	<b>PORTFOLIO RECOVERY ASSOCIATES, LLC, a Delaware limited liability company</b> c/o Corporation Service Company, <i>Registered Agent</i> 1201 Hays Street, Tallahassee, FL 32301	Claimed judgment creditor under the Final Judgment recorded in O.R. Book 30758, Page 3974, and the Final Judgment by Judge recorded in O.R. Book 33478, Page 2520.
238	<b>FORD MOTOR CREDIT COMPANY LLC, a Florida limited liability company</b> c/o CT Corporation System, <i>Registered Agent</i> 1200 South Pine Island Road, Plantation, FL 33324	Claimed judgment creditor under the Exemplification recorded in O.R. Book 30394, Page 3354.
238	<b>MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, a government agency</b> 111 NW 1 Street, Suite 250, Miami, FL 33128	Claimed judgment creditor under the Notice of Code Enforcement Lien recorded in O.R. Book 30213, Page 531.
238	<b>MIAMI-DADE COUNTY CLERK OF COURT, a government agency</b> c/o Clerk of Court or any Officer Authorized to Accept Service 73 W. Flagler Street, Room 133, Miami, FL 33130	Claimed judgment creditor under the Final Judgment Assessing Attorneys' Fees and Costs recorded in O.R. Book 28277, Page 185, and the Final Judgment Assessing Attorneys' Fees and Costs recorded in O.R. Book 27299, Page 4424.
238	<b>SAFE FINANCIAL GROUP LLC, a Florida limited liability company</b> c/o Pablo Villalobos, <i>Registered Agent</i> 6010 NW 99 Avenue, Unit 117, Doral, FL 33178	Claimed judgment creditor under the Order Granting Final Judgment recorded in O.R. Book 33257, Page 4895.

UNIT	LIENHOLDER'S NAME AND ADDRESS	POTENTIAL CLAIMED INTEREST
240	<p><b>U.S. BANK TRUST N.A., a national financial institution, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR LOAN ACQUISITION TRUST 2017-RPL1</b>  c/o Gregg R. Dreilinger, Esq., <i>Counsel of Record</i>  Diaz Anselmo &amp; Associates, P.A.  499 NW 70 Avenue, Suite 309, Fort Lauderdale, Florida 33317  Email: <a href="mailto:answers@dallegal.com">answers@dallegal.com</a></p>	<p>Claimed mortgagee under O.R. Book 22425, Page 2210, as assigned under O.R. Book 30543, Page 2909, and as further assigned under O.R. Book 30919, Page 2681, and as referenced in the answer and affirmative defenses filed in the above-captioned action on August 24, 2023 [D.E. 79].</p>
243	<p><b>FIG 1863, LLC, a Florida limited liability company</b>  c/o John Finch, <i>Registered Agent</i>  1000 Riverside Avenue, Suite 400, Jacksonville, FL 32204</p>	<p>Claimed judgment creditor as set forth in the Notice of Application for Tax Deed recorded in O.R. Book 33861, Page 175.</p>
244	<p><b>JPMORGAN CHASE BANK, N.A., a national financial institution</b>  c/o Charles P. Gufford, Esq., <i>Counsel of Record</i>  McCalla Raymer Leibert Pierce, LLC  225 E. Robinson St., Suite 155, Orlando, Florida 32801  Email: <a href="mailto:charles.gufford@mccalla.com">charles.gufford@mccalla.com</a>; <a href="mailto:todd.latoski@mccalla.com">todd.latoski@mccalla.com</a></p>	<p>Claimed mortgagee under O.R. Book 25124, Page 4367, and as referenced in the Answer and Affirmative Defenses filed in the above-captioned action on September 11, 2023 [D.E. 133].</p>
245	<p><b>JPMORGAN CHASE BANK, N.A., a national financial institution</b>  c/o Charles P. Gufford, Esq., <i>Counsel of Record</i>  McCalla Raymer Leibert Pierce, LLC  225 E. Robinson St., Suite 155, Orlando, Florida 32801  Email: <a href="mailto:charles.gufford@mccalla.com">charles.gufford@mccalla.com</a>; <a href="mailto:todd.latoski@mccalla.com">todd.latoski@mccalla.com</a></p>	<p>Claimed mortgagee under O.R. Book 20565, Page 391, as assigned under O.R. Book 28590, Page 2381, and as referenced in the Answer and Affirmative Defenses filed in the above-captioned action on September 11, 2023 [D.E. 132].</p>
245	<p><b>U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CHALET SERIES III TRUST</b>  c/o Ernest P. Wagner, Esq., <i>Counsel of Record</i>  MAURICE WUTSCHER LLP  1801 NE 123 Street, Suite 314, North Miami, FL 33181  Email: <a href="mailto:ewagner@MauriceWutscher.com">ewagner@MauriceWutscher.com</a>; <a href="mailto:litigation@MauriceWutscher.com">litigation@MauriceWutscher.com</a></p>	<p>Claimed mortgagee as referenced in the answer and affirmative defenses filed in the above-captioned action on November 2, 2023 [D.E. 167].</p>
Folio No. 34-2112-034-0001	<p><b>MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, a government agency</b>  111 NW 1 Street, Suite 250, Miami, FL 33128</p>	<p>Claimed lienholder under O.R. Book 29080, Page 707, O.R. Book 33189, Page 525, and O.R. Book 33695, Page 2740.</p>