

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

THOMAS LUND-HANSEN, et al.,

CASE NO: 15-002656 CA

Plaintiffs,

v.

BRICKELL SHORES CONDOMINIUM, INC., et al.,

Defendants.

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**PLAINTIFFS' MOTION FOR PARTIAL  
SUMMARY JUDGMENT AS TO ASSOCIATION'S LIABILITY**

Plaintiffs Thomas Lund-Hansen and Mary Florys Samuely Lund-Hansen (the "Lund-Hansens"), under Florida Rule of Civil Procedure 1.510, moves for partial summary judgment on liability against defendant Brickell Shores Condominium, Inc. (the "Association") as to Count I for declaratory relief, Counts II and III for breach of contract (as to Estoppel Certificate § 11 and Declaration of Condominium § 8), and Count X for promissory estoppel (in the alternative). Partial summary judgment on these claims will significantly narrow the issues in this action.

**SUMMARY OF BREACH AND DECLARATORY RELIEF CLAIMS**

In 2012 the Lund-Hansens and the Association entered an agreement through a signed estoppel certificate. In exchange for the Lund-Hansens' purchase of rooftop unit PH3 in the Association's building and payment of the Association's assessments, the Association agreed to not hold them responsible for any existing violations of the governing documents or any other matters relating to the building and the unit. To confirm the propriety of this arrangement, both the Declaration of Condominium and the Condominium Act § 718.116(8)(a) provided that the Lund-Hansens "shall be protected" by the estoppel certificate after purchasing PH3. Under these terms, the Lund-Hansens accepted, closing on PH3 and paying the Association's assessments.

However, a year after closing, the Association breached its agreement. The Association spontaneously demanded total removal of PH3's third bedroom, calling it an encroachment on the Association's rooftop terrace in violation of the governing documents. The Association did so even though (i) the room has existed since at least 1998, long before the Association issued its 2012 estoppel, and (ii) the rooftop terrace is reserved for the Lund-Hansens' exclusive entry and use. The Association then took every step to force the Lund-Hansens to remove the room at their own expense. Yet, the Association is estopped from doing so and these acts breach its agreement.

Even if the Association had not issued the estoppel certificate promising to forego these enforcement acts, the Lund-Hansens would still be entitled to keep the room under the Declaration of Condominium, the master contract that governs all of the Association's activities. Declaration § 8 provides an easement to unit encroachments on Association property when not caused by the current unit owner. Thus the Association's acts breach their own Declaration of Condominium in addition to the estoppel. These breaches entitle the Lund-Hansens to actual damages for losses and fees relating to the room and the Association's acts, and a declaratory judgment of the room's propriety under the estoppel certificate and Declaration § 8. As the underlying facts are not in question and these matters purely involve questions of law, the Court should grant partial summary judgment as to liability for breach and declaratory relief.

#### **SUMMARY JUDGMENT EVIDENCE**

The Lund-Hansens have provided the following evidence supporting summary judgment:

Exhibit	Description
A	Affidavits of the Lund-Hansens with exhibits
A(1)	Photos of room at issue
A(2)	Estoppel Certificate at § 11
A(3)	Inspection Reports with photos

- A(4) Purchase Contract
- A(5) Warranty Deed (Enriquez to Lund-Hansens)
- A(6) Warranty Deed (Augusto and Felicia Enriquez to Maria Enriquez)
- A(7) Letter from Association to Lund-Hansens (8/28/13)
- A(8) Letter from Lund-Hansens to Association (6/13/14)
- A(9) Letter from Association to Lund-Hansens (2/5/15)
- A(10) City Settlement Agreement
- B(1) Declaration of Condominium §§ 3–4
- B(2) Declaration of Condominium § 8
- B(3) Declaration of Condominium Exhibit A
- C(1) Florida Statutes § 718.116(8)(a)
- C(2) Florida Statutes § 718.303(1)
- D(1) Association’s 6/25/15 Response to Request for Admissions
- D(2) Association’s 8/20/15 Amended Response to Request for Admissions
- D(3) Association’s 10/19/15 Answers to Interrogatories
- D(4) Enriquez’s 7/2/15 Response to Request for Admissions
- D(5) Enriquez’s 1/13/16 Answers to Interrogatories
- D(6) Plaintiff’s 4/30/15 Answers to Interrogatories

### **FACTS FROM SUMMARY JUDGMENT EVIDENCE**

#### ***The Building***

1. This condominium building was constructed in 1977.<sup>1</sup>
2. The Declaration of Condominium controls the building’s administration.<sup>2</sup>

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<sup>1</sup> See Declaration of Condominium, attached as Exhibit B(1).

<sup>2</sup> See Declaration of Condominium, attached as Exhibit B(1)–(3).

3. The Declaration's 1977 schematics and covenants are only available online and are illegible in parts.<sup>3</sup>

4. Legible portions define condo units as anything within the physical walls, ceilings, and floors.<sup>4</sup>

5. The building's Declaration also provides that a unit's encroachment on the building's common elements, when not caused by the current unit owner's intentional act, creates an easement to the encroachment for the natural life of the encroaching structure.<sup>5</sup>

***Condo unit PH3 and its rooftop terrace***

6. Unit PH3 is one of four rooftop units.<sup>6</sup>

7. PH3 has its own private outdoor terrace accessible only from the unit; its use and entry are exclusively reserved to PH3's owners.<sup>7</sup>

8. The terrace is not visible from any other unit.<sup>8</sup>

9. The external structure of PH3 and its terrace is visible from the ground floor (i.e. from the parking lot).<sup>9</sup>

10. The terrace is a limited common element of the building.<sup>10</sup>

11. Whether because the Declaration's floor plan is now illegible or because it was originally lacking, the plan does not show the square footage allocated to PH3 or terrace, the number of rooms in PH3, or the placement of any interior walls in PH3.<sup>11</sup>

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<sup>3</sup> See Association's 6/25/15 Resp. Req. Admis. No. 24–26, attached as Exhibit D(1); Association's 10/19/15 Ans. Interrog. No. 3–6, 11, 14, 15, 18, 21, 22, attached as Exhibit D(3).

<sup>4</sup> See Declaration of Condominium § 3, attached as Exhibit B(1).

<sup>5</sup> See Declaration of Condominium § 8, attached as Exhibit B(2).

<sup>6</sup> See Declaration of Condominium Exhibit A, attached as Exhibit B(3).

<sup>7</sup> See Declaration of Condominium Exhibit A, attached as Exhibit B(3).

<sup>8</sup> See Photos attached as Exhibit A(1).

<sup>9</sup> See Association's 8/20/15 Amen. Resp. Req. Admis. No. 20, 22, attached as Exhibit D(2).

<sup>10</sup> See Declaration of Condominium § 3, attached as Exhibit B(1).

<sup>11</sup> See Declaration of Condominium Exhibit A, attached as Exhibit B(3).

***The Prior Owner's showing and the Lund-Hansens' inspections of PH3***

12. The Lund-Hansens are husband and wife, with two young boys living at home.<sup>12</sup>

13. In early 2012 the Lund-Hansens began looking for a condo in Brickell, viewing PH3 among others.<sup>13</sup>

14. Defendant Maria Enriquez (the "Prior Owner") owned PH3 in 2012, having acquired it in 2006 from her parents, who owned it since 2001.<sup>14</sup>

15. The Prior Owner's agent showed PH3 as a 3/2/1 with a partially divided living area and access to the roof terrace through a sliding glass door at the NW wall.<sup>15</sup>

16. The Prior Owner had decorated the room facing the terrace as an open family room (*the room at issue here*) with couch, recliner, TV, and bookshelves.<sup>16</sup>

17. The Prior Owner's agent represented it as part of PH3, and all sections of the room are within the perimeter walls, ceilings, and floors of PH3.<sup>17</sup>

18. The Lund-Hansens obtained two property inspections of the unit; neither indicated any issue with the size, shape, or location of the room.<sup>18</sup>

***The Association's estoppel certificate and the Lund-Hansens' PH3 purchase***

19. Before investing in the condominium building and unit PH3, the Lund-Hansens requested the Association's certified position on the status of the building and PH3.<sup>19</sup>

20. The Association voluntarily issued and authorized a signed estoppel certificate (the "Estoppel Certificate") to the Lund-Hansens under Florida Statutes § 718.116(8) ("[a]ny person other than the owner who relies upon such certificate shall be protected thereby.").<sup>20</sup>

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<sup>12</sup> See affidavits of Lund-Hansens at ¶ 17, attached as Exhibit A.

<sup>13</sup> See affidavits of Lund-Hansens at ¶ 18, attached as Exhibit A.

<sup>14</sup> See deeds, attached as Exhibits A(5)–(6).

<sup>15</sup> See affidavits of Lund-Hansens at ¶ 19, attached as Exhibit A.

<sup>16</sup> See affidavits of Lund-Hansens at ¶ 20, Ex. A; photographs from Inspection Report, attached as Exhibit A(3).

<sup>17</sup> See affidavits of Lund-Hansens at ¶ 20, Ex. A; photographs from Inspection Report, attached as Exhibit A(3).

<sup>18</sup> See Inspection Report, attached as Exhibit A(3).

<sup>19</sup> See Association's 6/25/15 Resp. Req. Admis. No. 2–3, Ex. D(1); Estoppel Certificate, attached as Exhibit A(2).

21. In the Estoppel Certificate, the Association stated “No” to § 11:

Are there any present violations of the Homeowners/Condominium Documents or other matters relating to the said Condominium/Property which a proposed purchaser would be held responsible for correcting subsequent to the closing?

Yes \_\_\_ No X (If yes, please list violations) \_\_\_\_\_

22. The Association’s authorized agent and attorney signed the Certificate.<sup>21</sup>

23. On the Association’s promises in the Estoppel Certificate, the Lund-Hansens decided to buy PH3 and invest in the building.<sup>22</sup>

24. In July 2012, the Prior Owner executed a standard Residential Contract for Sale and Purchase<sup>23</sup> and warranty deed for PH3 to the Lund-Hansens.<sup>24</sup>

***The dispute and impasse with the Association***

25. Between July and November 2012, the Lund-Hansens began remodeling the kitchen, living room, and bedrooms, engaging a certified architect and contractor and obtaining the necessary City of Miami permits.<sup>25</sup>

26. The Association’s board regularly opposed the renovation by curtailing allowed work hours, heightening damage deposit requirements, harassing the work crew, and calling police to stop work, among other things.<sup>26</sup>

27. In December 2012 Thomas Lund-Hansen submitted his candidacy for directorship on the Association’s board and requested review of the Association’s official records under Fla.

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<sup>20</sup> See Association’s 6/25/15 Resp. Req. Admis. No. 2–3 at Ex. D(1); Estoppel Certificate at Ex. A(2).

<sup>21</sup> See Association’s 6/25/15 Resp. Req. Admis. No. 2–3 at Ex. D(1); Estoppel Certificate Ex. A(2).

<sup>22</sup> See affidavits of Lund-Hansens at ¶ 26, attached as Exhibit A.

<sup>23</sup> See Purchase Contract §§ 10(j) and 18(a)(1), attached as Exhibit A(4).

<sup>24</sup> See deed, attached as Exhibit A(5)–(6).

<sup>25</sup> See affidavits of Lund-Hansens at ¶ 28, attached as Exhibit A.

<sup>26</sup> See affidavits of Lund-Hansens at ¶ 29, attached as Exhibit A.

Stat. § 718.111(12)(b), but the Association refused—Thomas’s request stemmed from a \$1.25 million loan the Association obtained and spent on material alterations without owner approval.<sup>27</sup>

28. In January and February 2013 Thomas filed requests with the DBPR to compel compliance with his official records request.<sup>28</sup>

29. An anonymous source then made a code violation complaint to the City, alleging that the living room in PH3 was not up to code.<sup>29</sup>

30. The Association’s property manager and director attended the City’s April 2013 code violation hearing on the living room and requested that the City compel the Lund-Hansens to remove the room (*the room now at issue*).<sup>30</sup>

31. Thereafter, the Association created pretexts to prohibit the Lund-Hansens from running for elections (e.g. the association fined the Lund-Hansens on an allegation that Florys Lund-Hansen’s father’s car left an oil stain in the building’s porte coche, and used the fine as pretext to prohibit candidacy).<sup>31</sup>

32. To repel the Association’s acts, the Lund-Hansens had to engage Greenberg Traurig to negotiate with the City, architect Fortis Lamas to analyze the Association’s accusations and demands to remove the room, and Jeremy Koss, P.A., for the same and to negotiate or arbitrate with the Association at the Division of Condominiums.<sup>32</sup>

33. Despite the Association’s efforts, the Lund-Hansens reached a settlement with the City to keep the room with some improvements.<sup>33</sup>

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<sup>27</sup> See affidavits of Lund-Hansens at ¶ 30, attached as Exhibit A.

<sup>28</sup> See affidavits of Lund-Hansens at ¶ 31, attached as Exhibit A.

<sup>29</sup> See affidavits of Lund-Hansens at ¶ 32, attached as Exhibit A.

<sup>30</sup> See affidavits of Lund-Hansens at ¶ 33, attached as Exhibit A.

<sup>31</sup> See affidavits of Lund-Hansens at ¶ 34, attached as Exhibit A.

<sup>32</sup> See affidavits of Lund-Hansens at ¶ 35, attached as Exhibit A.

<sup>33</sup> See City Settlement Agreement, attached as Exhibit A(10).

34. On May 21, 2013, the Association’s board resolved to retroactively disapprove the room as an encroachment on the Association’s property and authorized its attorney to take legal action seeking its removal at the Lund-Hansens’ cost.<sup>34</sup>

35. The Association then refused and continues to prohibit the Lund-Hansens’ contractors from entry to work on PH3 and comply with the City Settlement Agreement.<sup>35</sup>

### **LEGAL AND FACTUAL ARGUMENT**

Under Rule 1.510(c), where the Court finds from the affidavits and documents submitted that there is an absence of genuine issues of material fact, the moving party is entitled to judgment as a matter of law and an order granting a motion for summary judgment will only be overturned for an abuse of discretion. Fla. R. Civ. P. 1.510(c); *Giusti v. Wyndham Hotels and Resorts, LLC*, 151 So. 3d 522, 522 (Fla. 3d DCA 2014).

It is beyond dispute that affidavits may be used in support of a motion for summary judgment. Fla. R. Civ. P. 1.510(a); *Buzzi v. Quality Serv. Station, Inc.*, 921 So. 2d 14, 15 (Fla. 3d DCA 2006) (affirming summary judgment). A court can also review letters with a motion for summary judgment. *Id.* at 16. After a moving party presents evidence to support a motion for summary judgment, that party “will be entitled to summary judgment unless the opposing party comes forward with some evidence that will change the result—that is, evidence sufficient to generate a *genuine* issue on a material fact. *Id.*

#### **A. The Association breached the Estoppel Certificate contract § 11 (Count II)**

To establish a breach of contract, a party must show the existence of a contract, a breach thereof, and damages. *AIB Mortg. Co. v. Sweeney*, 687 So. 2d 68, 69 (Fla. 3d DCA 1997) (holding plaintiff stated prima facie breach case where it pled these elements). Under Florida

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<sup>34</sup> See Association’s 6/25/15 Resp. Req. Admis. No. 27–28, attached as Exhibit D(1); Association’s 10/19/15 Ans. Interrog. No. 13, attached as Exhibit D(3); Letters from Association, attached as Exhibit A(7)–(9).

<sup>35</sup> See affidavits of Lund-Hansens at ¶ 38, attached as Exhibit A.

law, damages for breach of contracts relating to real property include loss of use and the amount required to reconstruct to conform to plans and specifications. *Kritikos v. Andersen*, 125 So. 3d 885 (Fla. 4th DCA 2013); *Edgar v. Hosea*, 210 So. 2d 233 (Fla. 3d DCA 1968). Florida law also provides that a homeowner that loses the use of a structure because of delay in its completion is entitled to damages for that lost use. *Gonzalez v. Barrenechea*, 170 So. 3d 13, 15 (Fla. 3d DCA 2015) (citing *Russo v. Heil Constr., Inc.*, 549 So. 2d 676, 677 (Fla. 5th DCA 1989)).

**a. The Estoppel Certificate is a contract**

Estoppel certificates are enforceable contracts under Florida law. *See, e.g., PNC Bank, N.A. v. Progressive Employer Servs. II*, 55 So. 3d 655, 659 (Fla. 4th DCA 2011) (“In essence, [appellant’s] Estoppel Letter was its unilateral offer to the [appellees] whereby it agreed to immediately release the collateral without the required ninety day early termination notice. The [appellees] were not obligated to accept . . .”).<sup>36</sup>

Here, the Association and the Lund-Hansens had an enforceable contract through the Estoppel Certificate, wherein the Association promised that if the Lund-Hansens purchased PH3, the Association would not hold the Lund-Hansens responsible for any present violations of the condominium documents or any other matters relating to PH3 or the building.<sup>37</sup> The Association

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<sup>36</sup> *Drane v. Sun Bank, Nat’l Ass’n*, 596 So. 2d 1122, 1125 (Fla. 5th DCA 1992) (treating and interpreting an estoppel certificate as a contract); *Atlantic Blvd., Ltd. v. Beach House Food Serv., Inc.*, 559 So. 2d 1168, 1170 (Fla. 4th DCA 1990) (enforcing estoppel letter as an additional agreement that rent being paid on a lease would be based on original square footage only, not additional footage upon occupancy); *see also Robert T. Miner, M.D., Inc. v. Tustin Ave. Investors, LLC*, 116 Cal. App. 4th 264 (2004) (“We conclude . . . Estoppel Certificate constitute the contract to be interpreted”). The Court may treat the Estoppel Certificate as either unilateral or executory contracts. A unilateral contract involves a unilateral statement by one party to do or not do some act under certain terms and conditions, which may be enforced by the other party through performance of those conditions. *See Mark Realty, Inc. v. Rogness*, 418 So. 2d 373, 376 (Fla. 5th DCA 1982). A unilateral contract is not based on mutual promises and lacks mutuality at the outset—it becomes binding on the promisor after performance by the promisee. *Wright & Seaton, Inc. v. Prescott*, 420 So. 2d 623, 627 (Fla. 4th DCA 1982). Similarly, in an executory contract the second party accepts an offer or promise made by the first party by doing an act that the second party did not have a contractual obligation to do, so that if and when this act by the second party is performed, the first party has received consideration and is then obligated to perform on its promise. *See Rohlfing v. Tomorrow Realty & Auction Co., Inc.*, 528 So. 2d 463, 466–67 (Fla. 5th DCA 1988). Where an agreement is executory in nature, one party’s substantial performance according to the terms creates a binding and enforceable contract as to the other party. *See Flagship Resort Dev. Corp. v. Interval Intern., Inc.*, 28 So. 3d 915, 922 (Fla. 3d DCA 2010).

<sup>37</sup> *See* Estoppel Certificate at § 11, attached as Exhibit A(2).

signed the Estoppel Certificate and addressed it specifically to the Lund-Hansens. *Id.* The Association has admitted that it authorized its agent to execute the Estoppel Certificate.<sup>38</sup> The Lund-Hansens accepted these terms when they closed and purchased the Property, invested in the Association's building, and paid the Association's assessments. Thus, the Lund-Hansens performed the necessary acts of acceptance and provided the necessary consideration to create an enforceable contract in the Estoppel Certificate. *PNC Bank v. Progressive* at 659; *Drane* at 1125; *Atlantic Blvd. v. Beach House* at 1170; *Robert T. Miner* at 265.

**b. The Association breached by holding the Lund-Hansens responsible for issues with the room**

Under the Estoppel Certificate § 11, the Association expressly promised that after closing it would not hold the Lund-Hansens responsible for correcting any violations of the Condominium Documents or any other matters relating to the building or PH3. Nevertheless, the Association did the opposite, holding the room is in violation of the Association's governing documents and forcing the Lund-Hansens to great lengths to correct it, including:

- (1) Adopting its own motion to disapprove the balcony enclosure;
- (2) Approving legal action to force the Lund-Hansens to remove the balcony enclosure;
- (3) Repeatedly notifying the Lund-Hansens and their counsels that it considers the enclosure as improper;
- (4) Demanding that the Lund-Hansens remove the enclosure;
- (5) Expressly declaring that the enclosure is improper and must be removed; and
- (6) Advising the City of Miami that the enclosure is improper.<sup>39</sup>

All of these acts are breaches of the Estoppel Certificate.<sup>40</sup>

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<sup>38</sup> See Association's 6/25/15 Resp. Req. Admis. No. 2–3 at Ex. D(1).

<sup>39</sup> See Ass'n 6/25/15 Resp. Req. Admis. No. 6–11, 27–28 at Ex. D(1); Ass'n 10/19/15 Ans. Interrog. 13 at Ex. D(3).

There is no excuse for these breaches.<sup>41</sup> Both the Lund-Hansens and the Prior Owner have sworn under oath that the room existed when the Association issued the Estoppel Certificate.<sup>42</sup> The Association has admitted that it has no indication that the Lund-Hansens caused the room, whether through purposeful, negligent, or any other act.<sup>43</sup> The Association admits it does not know when the balcony enclosure was originally constructed,<sup>44</sup> although it had access to the building's roof<sup>45</sup> and the room is visible from various vantage points around the Association's parking lot.<sup>46</sup> Given that Association expressly promised that it would not hold the Lund-Hansens responsible for correcting any violations or other matters relating to PH3,<sup>47</sup> the Association has breached the Estoppel Certificate.

**c. The Association's breaches caused the Lund-Hansens costs in architecture, consultation, and City fees and lost use**

These breaches deprived the Lund-Hansens of the benefits of the Estoppel Certificate and their full use of the enclosure. By demanding that the Lund-Hansens remove and correct the enclosure, the Association caused the Lund-Hansens to hire Fortisllamas, Compress, SLS Consulting and Michael Sheehan, P.E., and D&P Contractors for professional work in architectural, engineering, construction, and fire, for a minimum of \$23,039 by 2015.<sup>48</sup> By requiring the Lund-Hansens to remove the enclosure, the Association is causing the Lund-Hansens to expend approximately \$92,400 minimum in construction costs.<sup>49</sup>

By notified the City and fervently attacking the Lund-Hansens at City hearings, the Association has caused the Lund-Hansens exorbitant fees and costs; both to defend the

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<sup>40</sup> See Association's 10/19/15 Ans. Interrog. No. 12 at Ex. D(3); Estoppel Certificate at § 11 at Ex. A(2).

<sup>41</sup> See Estoppel Certificate at § 11 at Ex. A(2); Plaintiff's 4/30/15 Ans. Interrog. No. 14 at Ex. D(6); Letter, Ex. A(7).

<sup>42</sup> See Association's 6/25/15 Resp. Req. Admis. No. 13, 18, attached as Exhibit D(1).

<sup>43</sup> See Association's 6/25/15 Resp. Req. Admis. No. 15–17, attached as Exhibit D(1).

<sup>44</sup> See Ass'n 6/25/15 Resp. Req. Admis. No. 13, 18 at Ex. D(1); Ass'n 10/19/15 Ans. Interrog. No. 21 at Ex. D(3).

<sup>45</sup> See Association's 6/25/15 Resp. Req. Admis. No. 19, attached as Exhibit D(1).

<sup>46</sup> See Association's 8/20/15 Amen. Resp. Req. Admis. No. 20, 22, attached as Exhibit D(2).

<sup>47</sup> See Ass'n 10/19/15 Ans. Interrog. No. 4 at Ex. D(3); Ass'n 6/25/15 Resp. Req. Admis. No. 1–2 at Ex. D(1).

<sup>48</sup> See Plaintiff's 4/30/15 Ans. Interrog. No. 7 and 18, attached as Exhibit D(6).

<sup>49</sup> See Plaintiff's 4/30/15 Ans. Interrog. No. 7 at Ex. D(6) (testimate requires 9 a.m. to 5 p.m., M–F work allowance).

Association's efforts and settle with the City despite the Association's efforts.<sup>50</sup> The Association caused the City to issue citations<sup>51</sup> and required the Lund-Hansens to engage professional consultations from Greenberg Traurig and Jeremy Koss on HOA and city compliance matters, costing at least \$44,768.22 by 2015.<sup>52</sup> By refusing to comply with the City's May 2014 settlement agreement, the Association has caused the Lund-Hansens \$3,750.00 in City settlement fees.<sup>53</sup> The Lund-Hansens have also lost full and enjoyable use of the room, which sits in mid-renovation awaiting the Association to allow completion of the project.<sup>54</sup>

As a result, the Lund-Hansens are injured, including in forced property damage and removal, loss of payments to numerous professionals, construction delays, and lost use of the Property. The Lund-Hansens must now pay to make the room conform to plans and specifications. These damages are proper and sustainable for breach of contract under Florida law. *Kritikos*, 125 So. 3d 885; *Edgar*, 210 So. 2d 233; *Gonzalez*, 170 So. 3d at 15. Thus, the Lund-Hansens request that this Court enter judgment against the Association on liability for property damages, payments made to professionals and the City, cost for final construction, lost use, expenses and interest, attorney's fees and costs,<sup>55</sup> and any other relief that the Court deems just and equitable.

**B. The Lund-Hansens are entitled to a declaration on the status and title of the room (Count I)**

In *May v. Holley*, 59 So. 2d 636 (Fla. 1952), the Florida Supreme Court established six elements to entry of a declaratory judgment: (1) there is need for the declaration; (2) there is a present and ascertainable state of facts; (3) some right of the complainant is dependent on these

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<sup>50</sup> See Plaintiff's 4/30/15 Ans. Interrog. No. 7, attached as Exhibit D(6).

<sup>51</sup> See Plaintiff's 4/30/15 Ans. Interrog. No. 7, attached as Exhibit D(6).

<sup>52</sup> See Plaintiff's 4/30/15 Ans. Interrog. No. 11, attached as Exhibit D(6).

<sup>53</sup> See Plaintiff's 4/30/15 Ans. Interrog. No. 7 and 15 at Ex. D(6); Ass'n 2/5/15 Letter at Exhibit A(9).

<sup>54</sup> See Plaintiff's 4/30/15 Ans. Interrog. No. 6, attached as Exhibit D(6).

<sup>55</sup> Under Fla. Stat. § 718.116(8), the Association was required to provide the Estoppel Certificate and the Lund-Hansens were entitled to protection thereunder. Under Fla. Stat. §§ 718.303(1) and 718.116(8)(b), the Lund-Hansens are entitled to attorney's fees and costs for the Association's failure to comply.

facts or application of law to them; (4) there is some person with a present adverse interest in the subject matter; (5) the adverse party is before the Court; and (6) the relief is not sought merely for satisfying curiosity (i.e. an advisory opinion). 59 So. 2d at 639. Declaratory relief is the appropriate means of resolving the issue of the boundaries of property lines, easements, and encroachments on neighboring property. *Toombs v. Gil*, 353 So. 2d 934, 935 (Fla. 3d DCA 1978) (holding where a prior builder has made an error causing a home to be encroaching on the adjoining owner's property, a suit seeking declaratory judgment is the proper course of action to determine boundary lines).<sup>56</sup>

**a. There is need for declaratory judgment given the awaiting City settlement and the Association's refusal to allow work in the room**

As Florida courts have repeatedly held, a dispute over property boundary lines and easement lines creates the requisite need for a declaratory judgment (elements 1 and 6). *Toombs* at 935; *Collier* at 618; *Calvert* at 315. The need for a declaration is punctuated here because the City of Miami has determined that the room shall remain but that the Lund-Hansens must make certain improvements to its exterior.<sup>57</sup> The Association is prohibiting the Lund-Hansens from doing so and instead demanding that the Lund-Hansens remove the room, which contravenes the City's requirements and the Association's Estoppel Certificate.<sup>58</sup> The Association claims a present adverse interest in the room area (elements 4 and 5) and is before the Court.<sup>59</sup> Thus, the Lund-Hansens are not seeking relief merely to satisfy curiosity and the Court should enter a declaratory judgment as to their right to use and improve the room.

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<sup>56</sup> See also *Collier v. Parker*, 794 So. 2d 616, 618 (Fla. 1st DCA 2001) (holding declaratory relief is an appropriate means of resolving the issue of the boundaries of an easement); *Calvert v. Morgan*, 436 So. 2d 314, 315 (Fla. 1st DCA 1983) (holding declaratory judgment is proper and within the Court's jurisdiction to clear up doubt as to disposition of boundary lines in abutting property).

<sup>57</sup> See City Settlement Agreement at Ex. A(10); affidavits of Lund-Hansens at ¶ 36, at Ex. A; Letter from Association dated 8/28/13, attached as Exhibit A(7); Letter to Association dated 6/13/14, attached as Exhibit A(8).

<sup>58</sup> See City Settlement Agreement at Ex. A(10); affidavits of Lund-Hansens at ¶ 36 at Ex. A; Letters from Association dated 8/28/13 and 2/2/15, at Ex. A(7) and A(9); Letter to Association dated 6/13/14 at Ex. A(8).

<sup>59</sup> See affidavits of Lund-Hansens at ¶¶ 29–51, at Ex. A; Letter from Association dated 8/28/13, at Ex. A(7); Letter to Association dated 6/13/14, at Ex. A(8); and Declaration § 3, § 8, and Ex. A, attached as Exhibits B(1)–(3).

**b. By application of Declaration §§ 3 and 8 and Estoppel § 11 to the facts, the room should stay where it is**

The Lund-Hansens' right to keep the room at its present boundary is dependent on application of Estoppel Certificate § 11 and Declaration §§ 3 and 8 to the known facts, namely that the room existed in its present boundaries and state before 2012 (elements 2 and 3). The controlling legal provisions are as follows:

PRIVATE DWELLINGS . . . shall mean and comprise the 80 separate numerically identified Dwelling Units which are designated in Exhibit 'A' . . . excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each Dwelling Unit . . . and including connecting balconies to inside edge of perimeter walls thereof . . . however, the outdoor terrace areas immediately adjacent to Private Dwelling Units PH 3 and PH 4 shall be considered limited common elements for the exclusive use of the Private Dwelling Unit to which each terrace area is abutting.

(Declaration § 3)

**EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS**

In the event that any PRIVATE DWELLING shall encroach upon any COMMON PROPERTY for any reason not caused by the purposeful or negligent act of the PRIVATE DWELLING owner or owners or agents of such owner or owners, then an easement appurtenant to such PRIVATE DWELLING shall exist for the continuance of such encroachment onto the COMMON PROPERTY for so long as such encroachment shall naturally exist.

(Declaration § 8)

11. Are there any present violations of the Homeowners/Condominium Documents or other matters relating to the said Condominium/Property which a proposed purchaser would be held responsible for correcting subsequent to the closing? Yes \_ **No X**

(Estoppel Certificate § 11)

As to the facts, the parties do not dispute that the room existed *before* 2012, *before* the Association issued the Estoppel Certificate, and *before* the Lund-Hansens purchased PH3.<sup>60</sup> Thus, the room was not caused by the purposeful or negligent act of the Lund-Hansens or their agents. The room is within the undecorated and/or unfinished inner surfaces of the present perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of PH3. Even if it weren't, the Association agreed to not hold the Lund-Hansens responsible for the room encroaching on the Association's property or otherwise violating the Association's condominium documents.

Applying Estoppel Certificate § 11 and Declaration §§ 3 and 8 to these undisputed present facts, the Court should enter a declaratory judgment that:

- (i) The room is within the boundaries of private dwelling PH3 under Declaration § 3 and thus owned by the Lund-Hansens; and
- (ii) The Association waived any claim against the room's boundary lines and ownership in Estoppel Certificate § 11; or
- (iii) The Lund-Hansens have an easement for the room at its present boundaries under Declaration § 8, even if the room were not within PH3, the Association had not waived claims to that room's area, and the room encroached on Association property.

**C. The Association breached the Declaration contract (Count III)**

To establish a breach of contract, a party must show the existence of a contract, a breach thereof, and damages. *Sweeney*, 687 So. 2d at 69. The Declaration of Condominium is a contract governing the Association and the Lund-Hansens. *Courvoisier Courts, LLC v. Courvoisier*

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<sup>60</sup> In contrast, there are *no* documents in the Association's official records showing: (i) whether the room was built by the developer, the Association, or a unit owner; and (ii) whether the Association had previously taken a position on the room and its boundaries during its construction.

*Courts Condo. Ass'n, Inc.*, 105 So. 3d 579, 580–82 (Fla. 3d DCA 2012) (applying contract analysis to declaration of condominium in declaratory action on limited common elements). The Association is required to adhere to and enforce the Declaration. § 718.303, Fla. Stat. (2015).

As discussed above, Declaration § 3 provides that PH3 includes anything within the physical walls, ceilings, and floors of the PH3 unit.<sup>61</sup> Under Declaration § 4, the Association was required to treat this private dwelling (PH3) as an individual property for the Lund-Hansens' independent use and fee simple ownership. Declaration § 8 provides that if PH3's room encroaches on Association property through no act of the Lund-Hansens, then that encroachment shall obtain an easement for the natural existence of the room.<sup>62</sup> The Association was obligated to enforce these provisions. Yet, the Association demanded that the Lund-Hansens remove the room and made every effort to see it done, in breach of the Declaration. As discussed above, the Association's breaches caused the Lund-Hansens damages. Thus, the Court should enter judgment against the Association on liability for damages, attorney's fees and costs,<sup>63</sup> and any other relief that the Court deems just and equitable.

**D. The Association is liable by promissory estoppel (Count X in the alternative)**

To establish a claim for promissory estoppel, a party must show (1) the promisor made a representation as to a material fact that is contrary to a later-asserted position; (2) the promisee reasonably relied on the representation; and (3) the promisee changed his or her position to his or her detriment based on the representation. *JN Auto Collection, Corp. v. U.S. Sec. Ins. Co.*, 59 So. 3d 256, 258 (Fla. 3d DCA 2011) (holding insurer estopped from enforcing new terms in renewed policy to deny dealership's claim). Thus, a party to an estoppel letter is estopped from making

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<sup>61</sup> Declaration § 3, attached as Exhibits B(1).

<sup>62</sup> Declaration § 8, attached as Exhibits B(2).

<sup>63</sup> Under Fla. Stat. § 718.116(8), the Association was required to provide the Estoppel Certificate and the Lund-Hansens were entitled to protection thereunder. Under Fla. Stat. §§ 718.303(1) and 718.116(8)(b), the Lund-Hansens are entitled to attorney's fees and costs for the Association's failure to comply.

claims on property that are inconsistent with its own estoppel letters. *Rissman on Behalf of Rissman Inv. Co. v. Kilbourne*, 643 So. 2d 1136, 1139 (Fla. 1st DCA 1994) (holding mortgagee was estopped from claiming balance due which was inconsistent with its estoppel letters of ten years earlier). The doctrine of promissory estoppel comes into play where the requisites of contract are not met, yet the promise should be enforced to avoid injustice. *Doe v. Univision Television Group, Inc.*, 717 So. 2d 63, 64 (Fla. 3d DCA 1998).

Here, the Association represented that it would not hold the Lund-Hansens responsible for any violations of the condominium documents or for any other matters relating to the building or unit PH3, if the Lund-Hansens purchased PH3.<sup>64</sup> The Lund-Hansens were entitled to rely on this representation under Florida Statute § 718.116(8)(a), and reasonably did so given that the Association has total control of its own enforcement acts. After the Lund-Hansens purchased PH3, the Association changed position and has since held the Lund-Hansens responsible for the pre-existing room encroachment.<sup>65</sup> The Association's enforcement acts have been detrimental to the Lund-Hansens, causing the above-discussed damages and lost enjoyment of their home. Allowing the Association to do so without consequence would create a great injustice. Thus, the Court should enter judgment against the Association on liability for damages, attorney's fees and costs,<sup>66</sup> and any other relief that the Court deems just and equitable.

### **CONCLUSION**

Plaintiffs Thomas and Mary Florys Samuely Lund-Hansen have shown that the Association breached its Estoppel Certificate and Declaration agreements, to the Lund-Hansens' loss. The Lund-Hansens have shown their entitlement to promissory estoppel to avoid injustice

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<sup>64</sup> Estoppel § 11, attached as Exhibits A(2).

<sup>65</sup> See affidavits of Lund-Hansens at ¶¶ 29–51, at Ex. A; Letters dated 8/28/13 and 6/13/14, at Ex. A(7) and (8).

<sup>66</sup> Under Fla. Stat. § 718.116(8), the Association was required to provide the Estoppel Certificate and the Lund-Hansens were entitled to protection thereunder. Under Fla. Stat. §§ 718.303(1) and 718.116(8)(b), the Lund-Hansens are entitled to attorney's fees and costs for the Association's failure to comply.

from the Association's misrepresentation. The Lund-Hansens have also shown their entitlement to a declaratory judgment that the room is within the private dwelling boundaries, owned by them, and entitled to an easement under Estoppel Certificate § 11 and Declaration §§ 3 and 8. Given that there is no genuine issue of material fact, the Court should grant this motion for partial summary judgment as to liability on Count 1 (Declaratory Relief), Count II (Breach of Contract – Estoppel § 11), Count III (Breach of Contract – Declaration Easement), and Count X (Promissory Estoppel).

Respectfully submitted,

Andrew J. Bernhard, Esq.  
**BERNHARD LAW FIRM PLLC**  
Counsel for the Lund-Hansens  
333 SE 2nd Avenue, Suite 2000  
Miami, Florida 33131  
Telephone: 786.871.3349  
Facsimile: 786.871.3301  
E-mail: [abernhard@bernhardlawfirm.com](mailto:abernhard@bernhardlawfirm.com)

By: Andrew J. Bernhard, Esq.  
Andrew J. Bernhard  
Florida Bar No. 84031

#### **CERTIFICATE OF SERVICE**

I CERTIFY that, in accordance with Fla. R. Jud. Admin. 2.516, a copy of this document was served by email and U.S. mail on June 12, 2016 to:

Michael C. Gongora, Esq., BECKER & POLIAKOFF, P.A., counsel for Association, 121 Alhambra Plaza, 10<sup>th</sup> Floor, Coral Gables, FL 33134, [mgongora@bplegal.com](mailto:mgongora@bplegal.com);  
Ramy Elmasri, Esq., Vernis & Bowling of Miami, P.A., counsel for Association, 1680 N.E. 135<sup>th</sup> St., Miami, FL 33181, [relmasri@florida-law.com](mailto:relmasri@florida-law.com);  
Brian S. Dervishi, Esq., Weissman & Dervishi, P.A., counsel for M. Enriquez, One SE 3<sup>rd</sup> Ave., Ste. 1700, Miami, FL 33131, [bdervishi@wdpalaw.com](mailto:bdervishi@wdpalaw.com);  
REBS Property Specialist, LLC, c/o Ramiro E. Bernal, 5085 NW 7 Street, Apt 1614, Miami, FL 33126.

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

THOMAS LUND-HANSEN, et al.,

CASE NO: 15-002656 CA

Plaintiffs,

v.

BRICKELL SHORES CONDOMINIUM, INC., et al.,

Defendants.

**AFFIDAVIT OF MARY FLORYS SAMUELY LUND-HANSEN**

STATE OF FLORIDA       )  
COUNTY OF MIAMI       )

BEFORE ME, this date personally appeared the undersigned, who after being first duly sworn hereby, stated as follows:

1. My name is Mary Florys Samuely Lund-Hansen. I am over the age of 18 years, not laboring under any disabilities, and have personal knowledge of the facts and matters below.

2. Along with my husband Thomas Lund-Hansen, I own the property at 1440 Brickell Bay Drive, Unit PH3, Miami, FL 33131 ("PH3").

3. This affidavit relates to a dispute with Brickell Shores Condominium, Inc. (the "Association") and others on the room (the "Room") in PH3 leading to the outdoor rooftop terrace on the Brickell Shores Condominium building (the "Building").

4. Exhibit A(1) attached to this affidavit is a true and accurate copy of photos of the Room in its current state and condition.

5. Exhibit A(2) attached to this affidavit is a true and accurate copy of the Estoppel Certificate that the Association executed and provided to us in June 2012 and has been in my and my spouse's custody thereafter.

6. Exhibit A(3) attached to this affidavit is a true and accurate copy of the Inspection Reports and photos that Allstate Home Inspections, Inc., and REBS Property Specialist LLC

**EXHIBIT A**

provided to us in June 2012 on or about the date stated thereon and has been in my and my spouse's custody thereafter.

7. Exhibit A(4) attached to this affidavit is a true and accurate copy of the Purchase Contract that my spouse and I entered with Maria E. Enriquez on PH3 in 2012 and has been in my and my spouse's custody thereafter.

8. Exhibit A(5) attached to this affidavit is a true and accurate copy of the deed that my spouse and I received from Maria E. Enriquez on PH3 in 2012 and is available in the Miami-Dade County Official Records at the Book and Page number stated thereon.

9. Exhibit A(6) attached to this affidavit is a true and accurate copy of the deed from Augusto and Felicia Enriquez to Maria Enriquez on PH3 that is available in the Miami-Dade County Official Records at the Book and Page number stated thereon.

10. Exhibit A(7) attached to this affidavit is a true and accurate copy of correspondence that my spouse and I received from the Association on PH3 in 2013 on or about the date stated thereon and has been in my and my spouse's custody thereafter.

11. Exhibit A(8) attached to this affidavit is a true and accurate copy of correspondence that my spouse and I sent to the Association on PH3 in 2014 on or about the date stated thereon and has been in my and my spouse's custody thereafter.

12. Exhibit A(9) attached to this affidavit is a true and accurate copy of correspondence that my spouse and I received from the Association on PH3 in 2015 on or about the date stated thereon and has been in my and my spouse's custody thereafter.

13. Exhibit A(10) attached to this affidavit is a true and accurate copy of the settlement agreement that my spouse and I reached with the City on PH3 on or about the date stated thereon and has been in my and my spouse's custody thereafter.

14. PH3 has its own private outdoor terrace accessible only from unit PH3.

15. The terrace is not visible from any other unit in the Building as no other unit is visible from the terrace.

16. I can see the external structure of PH3 and its terrace from the ground floor of the Building (i.e. from the parking lot) and the roof.

17. My spouse and I have two young sons living at home.

18. In early 2012 my spouse and I began looking for a condo in Brickell, viewing PH3 among others.

19. Defendant Maria Enriquez (the “Prior Owner”)’s agent showed us PH3 as a 3/2/1 with a partially divided living area and access to the roof terrace through a sliding glass door at the NW wall.

20. The Prior Owner had decorated the room facing the terrace (the Room) as an open family room with couch, recliner, TV, and bookshelves.

21. The Prior Owner’s agent showed the Room as part of PH3, and all sections of the Room are within the perimeter walls, ceilings, and floors of PH3.

22. My spouse and I obtained two property inspections of PH3; neither indicated any issue with the size, shape, or location of the Room.

23. Before investing in the condominium Building and unit PH3, my spouse and I requested the Association’s certified position on the status of the Building and PH3.

24. The Association issued the attached signed estoppel certificate (the “Estoppel Certificate”) to my spouse and I.

25. In the Estoppel Certificate, the Association stated “No” to § 11:

Are there any present violations of the Homeowners/Condominium Documents or other matters relating to the said Condominium/Property which a proposed purchaser would be held responsible for correcting subsequent to the closing?

Yes    No   X   (If yes, please list violations) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

26. On the Association's promises in the Estoppel Certificate, my spouse and I decided to buy PH3 and invest in the Building.

27. In July 2012, the Prior Owner executed the attached standard Residential Contract for Sale and Purchase and warranty deed for PH3 to my spouse and I.

28. Between July and November 2012, my spouse and I began remodeling the kitchen, living room, and bedrooms of PH3, engaging a certified architect and contractor and obtaining the necessary City of Miami permits.

29. The Association's board regularly opposed the renovation by curtailing allowed work hours, heightening damage deposit requirements, harassing the work crew, and calling police to stop entry, among other things.

30. In December 2012 Thomas Lund-Hansen submitted his candidacy for directorship on the Association's board and requested review of the Association's official records under Fla. Stat. § 718.111(12)(b), but the Association refused—Thomas's request stemmed from a \$1.25 million loan the Association obtained and spent on material alterations without owner approval.

31. In January and February 2013 Thomas filed requests with the DBPR to compel compliance with his official records request.

32. An anonymous source then made a code violation complaint to the City, alleging that the Room in PH3 was not up to code.

33. The Association's property manager and director attended the City's April 2013 code violation hearing on the living room and requested that the City compel my spouse and I to remove the Room.

34. Thereafter, the Association created pretexts to prohibit my spouse or I from running for elections (e.g. the association fined us on an allegation that my father's car left an oil stain in the building's porte coche, and used the fine as pretext to prohibit candidacy).

35. To repel the Association's acts, my spouse and I had to engage Greenberg Traurig to negotiate with the City, architect Fortis Lamas to analyze the Association's accusations and demands to remove the room, and Jeremy Koss, P.A., to negotiate or arbitrate with the Association at the Division of Condominiums.

36. Despite the Association's efforts, my spouse and I reached a settlement with the City to keep the Room with some improvements.

37. On May 21, 2013, the Association's board resolved to retroactively disapprove the Room as an encroachment on the Association's property and authorized its attorney to take legal action seeking its removal at our (my spouse and I) cost.

38. The Association then refused and continues to prohibit our (my spouse and I) contractors from entry to work on PH3 and comply with the City Settlement Agreement.

39. When buying PH3, I believed and understood that the Association would not hold my spouse and I responsible for any violations of the condominium documents or any other matters relating to PH3 or the Building.

40. I believed I accepted the Association's terms when my husband and I closed and purchased PH3, invested in the Association's Building, and paid the Association's assessments, which we did, have done, and continue to do.

41. The Association has communicated to us that it requires us to remove the Room, and has communicated as much by telling us it:

- (1) Adopted a motion to disapprove the balcony enclosure;
- (2) Approved legal action to force us to remove the balcony enclosure;
- (3) Repeatedly notifying us and their counsels that it considers Room improper;
- (4) Demanding that we remove the Room; and
- (5) Telling the City of Miami that the Room is improper.

42. The Room existed when the Association issued the Estoppel Certificate and before we first came to PH3 or the Building.

43. My spouse and I (or anybody under our direction or communication) did not cause the Room in any way, whether through purposeful, negligent, or any other act.

44. The Association's acts relating to the Room have deprived my family (me, my spouse, and my kids) from the benefits of the Estoppel Certificate and full use of the Room or our PH3.

45. By demanding that my spouse and I remove and correct the Room, the Association caused us to hire FortisLamas, Compress, SLS Consulting, Michael Sheehan, P.E., and D&P Contractors for professional work in architectural, engineering, construction, and fire, for a minimum of \$23,039 by 2015—none of which we would have done if the Association had not breached its promises in the Estoppel Certificate.

46. By requiring my spouse and I to remove the Room, the Association is causing us to expend approximately \$92,400 in construction costs—none of which we would have if the Association had not breached its promises in the Estoppel Certificate.

47. By notified the City and fervently attacking my spouse and I at City hearings, the Association has caused us exorbitant fees and costs; both to defend the Association's efforts and settle with the City despite the Association's efforts—none of which we would have if the Association had not breached its promises in the Estoppel Certificate.

48. The Association caused the City to issue citations and required my spouse and I to engage professional consultations from Greenberg Traurig and Jeremy Koss on HOA and city

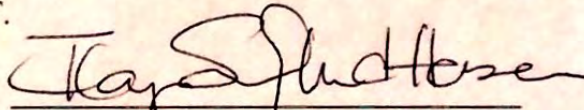
compliance matters, costing at least \$44,768.22 by 2015—none of which we would have if the Association had not breached its promises in the Estoppel Certificate.

49. By refusing to comply with the City's May 2014 settlement agreement, the Association has caused my spouse and I \$3,750.00 in City settlement fees—none of which we would have if the Association had not breached its promises in the Estoppel Certificate.

50. My spouse and I have also lost full and enjoyable use of the room and our expected enjoyment of PH3 altogether, which sits in mid-renovation awaiting the Association to allow completion of the project—none of which we would have if the Association had not breached its promises in the Estoppel Certificate.

51. We must now pay to make the Room conform to plans and specifications.

FURTHER AFFIANT SAYETH NAUGHT.

  
Mary Flørys Samuely Lund-Hansen

Sworn to or affirmed and signed before me this 28<sup>th</sup> day of May, 2016, by Mary Flørys Samuely Lund-Hansen, who is        personally known to me or ✓ produced identification.

Type of identification produced: FLDL 5544-586-68-7550

NOTARY PUBLIC



My commission expires: Dec 22, 2019

Print, type, or stamp commissioned name of Notary Public



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

THOMAS LUND-HANSEN, et al.,

CASE NO: 15-002656 CA

Plaintiffs,

v.

BRICKELL SHORES CONDOMINIUM, INC., et al.,

Defendants.

\_\_\_\_\_ /

**AFFIDAVIT OF THOMAS LUND-HANSEN**

STATE OF FLORIDA        )  
COUNTY OF MIAMI        )

BEFORE ME, this date personally appeared the undersigned, who after being first duly sworn hereby, stated as follows:

1.       My name is Thomas Lund-Hansen. I am over the age of 18 years and not laboring under any disabilities. I have personal knowledge of the facts and matters below.

2.       Along with my wife Mary Florys Samuely Lund-Hansen, I own the property at 1440 Brickell Bay Drive, Unit PH3, Miami, FL 33131 (“PH3”).

3.       This affidavit relates to a dispute with Brickell Shores Condominium, Inc. (the “Association”) and others on the room (the “Room”) in PH3 leading to the outdoor rooftop terrace on the Brickell Shores Condominium building (the “Building”).

4.       Exhibit A(1) attached to this affidavit is a true and accurate copy of photos of the Room in its current state and condition.

5.       Exhibit A(2) attached to this affidavit is a true and accurate copy of the Estoppel Certificate that the Association executed and provided to us in June 2012 and has been in my and my spouse’s custody thereafter.

6.       Exhibit A(3) attached to this affidavit is a true and accurate copy of the Inspection Reports and photos that Allstate Home Inspections, Inc., and REBS Property Specialist LLC

provided to us in June 2012 on or about the date stated thereon and has been in my and my spouse's custody thereafter.

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44. The Association's acts relating to the Room have deprived my family (me, my spouse, and my kids) from the benefits of the Estoppel Certificate and full use of the Room or our PH3.

45. By demanding that my spouse and I remove and correct the Room, the Association caused us to hire FortisLamas, Compress, SLS Consulting, Michael Sheehan, P.E., and D&P Contractors for professional work in architectural, engineering, construction, and fire, for a minimum of \$23,039 by 2015—none of which we would have done if the Association had not breached its promises in the Estoppel Certificate.

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47. By notified the City and fervently attacking my spouse and I at City hearings, the Association has caused us exorbitant fees and costs; both to defend the Association's efforts and settle with the City despite the Association's efforts—none of which we would have if the Association had not breached its promises in the Estoppel Certificate.

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compliance matters, costing at least \$44,768.22 by 2015—none of which we would have if the Association had not breached its promises in the Estoppel Certificate.

49. By refusing to comply with the City's May 2014 settlement agreement, the Association has caused my spouse and I \$3,750.00 in City settlement fees—none of which we would have if the Association had not breached its promises in the Estoppel Certificate.

50. My spouse and I have also lost full and enjoyable use of the room and our expected enjoyment of PH3 altogether, which sits in mid-renovation awaiting the Association to allow completion of the project—none of which we would have if the Association had not breached its promises in the Estoppel Certificate.

51. We must now pay to make the Room conform to plans and specifications.

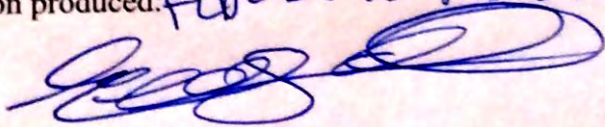
FURTHER AFFIANT SAYETH NAUGHT.

  
Thomas Lund-Hansen

Sworn to or affirmed and signed before me this 28<sup>th</sup> day of May, 2016, by Thomas Lund-Hansen, who is        personally known to me or ✓ produced identification.

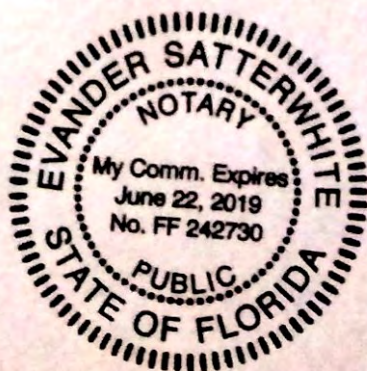
Type of identification produced: FLC 6535-82063-291-0

NOTARY PUBLIC



My commission expires: June 22, 2019

Print, type, or stamp commissioned name of Notary Public



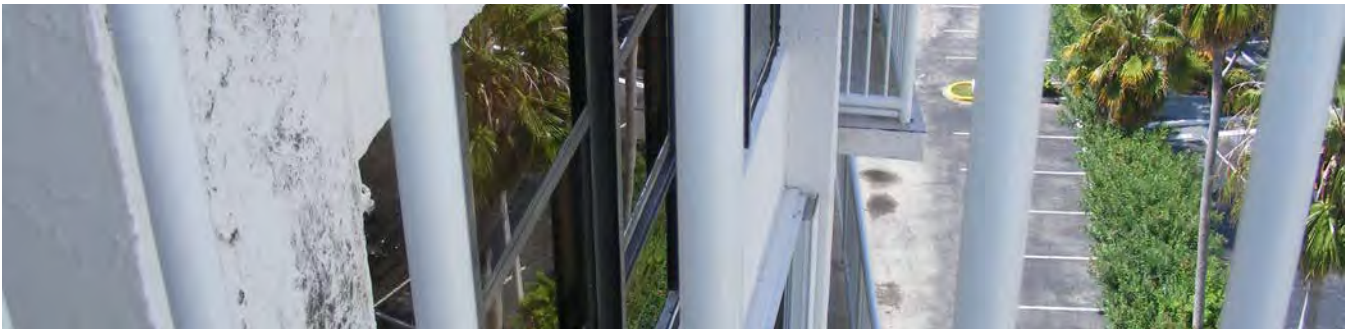
[REDACTED] 8  
[REDACTED]  
[REDACTED]

[REDACTED]



**EXHIBIT A(1)**

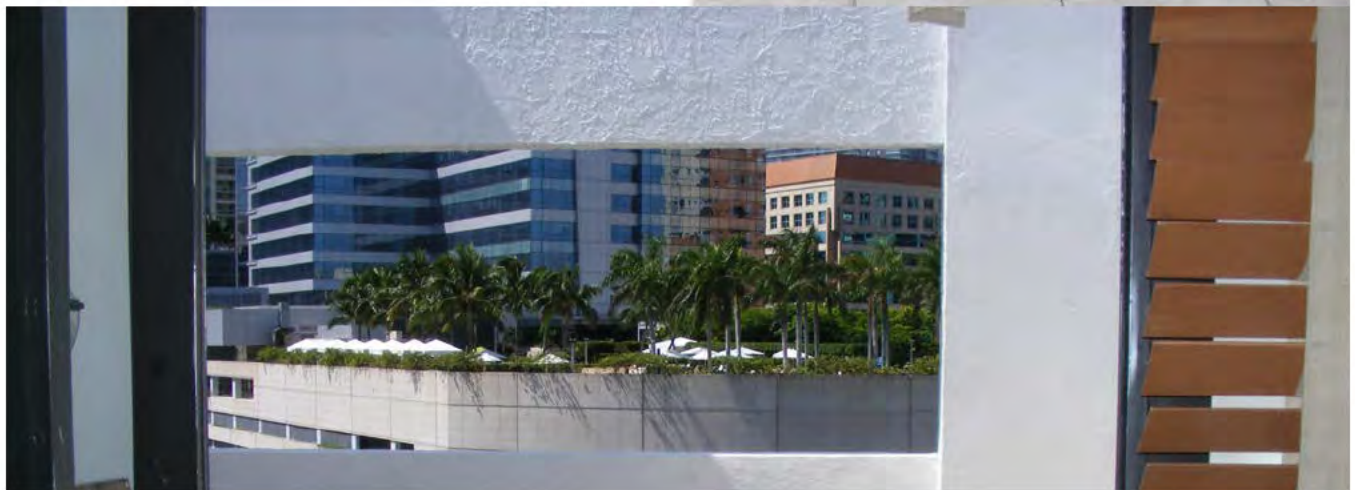




[REDACTED] 8  
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[REDACTED]  
[REDACTED]

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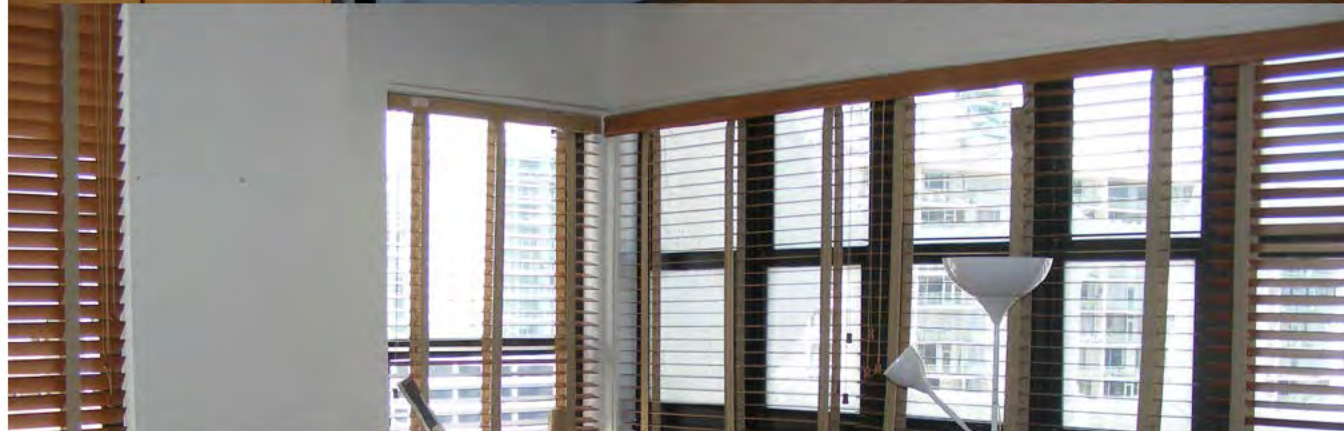
[REDACTED]  
[REDACTED]





[REDACTED]

[REDACTED]





06/22/12 03:41 AM

Jun. 21, 2012 3:22PM

No. 7740 P. 2



**EXPRESS TITLE SERVICES GROUP INC.**

June 21, 2012

Brickell Shore Association 4

Attn: Julio Sanchez / Estoppel Department

From: Marlis Perez /Express Title Services Group Inc. (305) 274-8200 Fax: (305) 273-3131

Via: Fax

RE: Association: Brickell Shores Condominium  
Property Address: 1440 Brickell Bay Drive, #PH3, Miami, FL 33130  
Buyer: Thomas Lund-Hansen & Mary Florys Samuely Lund-Hansen  
Current Owner: Maria E. Enriquez

## ESTOPPEL CERTIFICATE

The undersigned agent of Brickell Shores Condominium Inc. (print name of association) does hereby certify that the following information in connection with the above referenced property is true and correct:

1. Maintenance is paid monthly/quarterly/annually (circle one) and the amount of the payment is \$ 824.<sup>00</sup>. If not paid by 15th, a late fee in the amount of \$ 50.<sup>00</sup> and interest at \$ 12 per day, apply.
2. Maintenance fees include: water ☒ sewer ☒ garbage ☒ other \_\_\_\_\_
3. Are there any special assessments adopted by the Board of Directors? Yes \_\_\_\_\_ No ☒ (Please provide a copy of the Notice to Owners regarding said special assessment)
4. Is there a scheduled meeting of the Board of Directors to adopt a pending assessment? Yes \_\_\_\_\_ No ☒ (If yes, state date of meeting and reason) \_\_\_\_\_
5. Is the account for the subject property with any ATTORNEY for collections? Yes ☒ No \_\_\_\_\_ (If yes, please provide contact information for attorney's office) Ally Varela PA (305) 858-4811

CONTINUED ON NEXT PAGE

10261 S.W. 72 Street; Miami, Florida 33173 (305) 274-8200 Fax: (305) 273-3131

# EXHIBITS A(2)

27,027.50  
826 @ JULY  
50 @ late fee  
\$12/mx 20 days = 240  
Done

Jun. 21. 2012 3:22PM

No. 7740 P. 3

**EXPRESS TITLE SERVICES GROUP INC.**

6. Currently, the total of \$ See estoppel is due to the association by the current owner good thru  
payable to Alba Varela PA Trust account for benefit of  
and should be mailed to the following address: Brickell Shores  
2340 South Dixie Highway  
Miami, FL 33133 Condominium Inc.

7. Is there any other associations including master association(s), clubhouse(s), sub-associations etc  
Yes ☐ No ☒ (If yes, please list) \_\_\_\_\_

8. After paying the amount on #6 above, the next date on which maintenance is due is  
7/1/12 in the amount of \$ 826.00

9. In addition to maintenance assessments and late fees the following additional amounts are due to  
the Association \$ \_\_\_\_\_ (please provide reason, breakdown and invoices)

10. Association approval of purchasers required? Yes ☒ No ☐  
If yes, has application been made by the buyer? Yes ☐ No ☒

11. Are there any present violations of the Homeowners/Condominium Documents or other matters  
relating to the said Condominium/Property which a proposed purchaser would be held responsible for  
correcting subsequent to the closing? Yes ☐ No ☒ (If yes, please list violations)  
\_\_\_\_\_  
\_\_\_\_\_

12. Is there any pending litigation which involves the Association? Yes ☐ No ☒  
(If yes, list case numbers) \_\_\_\_\_

13. The name of the homeowner's/condominium's association insurance carrier is  
Brown & Brown and its telephone  
number is (305) 364-7800

14. The parking space(s) assigned to the unit/property is (are): \_\_\_\_\_

15. The storage space(s) assigned to the unit/property is (are) \_\_\_\_\_

By: Alba Varela PA Date: 6/21/12  
Print Name: \_\_\_\_\_ Phone: (305) 858-4811  
Print Title: Attorney for Brickell Shores Condominium Inc.  
Print Name of Association: Brickell Shores Condominium Inc.  
Address: 2340 South  
Dixie Highway Miami, FL 33133

**WHEN COMPLETE, PLEASE SEND TO FAX (305) 273-3131 OR  
EMAIL TO: mperez@expresstitleservices.net**

## REBS PROPERTY SPECIALIST LLC

5085 nw 7 ST # 1614 Miami Fl 33126

Phone: (305) 303-4488 Fax: (786) 217-1388

E-Mail: [inspectorramiro@gmail.com](mailto:inspectorramiro@gmail.com)

Home Inspector Florida License No. HI-275

Mold Inspector MRSA-1818

NACHI License: 05112391

This Report is prepared for: Mary Florys and Thomas Lund- Hansen

Inspection #: **3451**

Date of Inspection: **6/7/2012**



Property located at 1440 Brickell Bay Drive PH3  
Miami Fl 33131

Date of inspection: 6/7/2012

House Facing:

Inspection Fee \$ 250.00

Weather: Weather on the date of inspection : sunny

### PICTURE OF THE FRONT OF THE PROPERTY



 **Home Inspections**

RAMIRO BERNAL

[ramiroeduardo@yahoo.com](mailto:ramiroeduardo@yahoo.com)  
1460 NW 107 Ave. Suite "O" Miami, FL 33172  
Ph: **305-303-4488**

**Home Inspections**   
Licensed & Insured

- Full Inspection
- Seller's Prelisting
- Walk Through
- Five Years Inspection
- Short Sale Inspection
- Mold Inspection
- Four Point
- Termite Inspection

Residential & Commercial  
Relocation  
Ph: **305-303-4488**

# EXHIBIT A(3)

Inspection #: **3451**

Date of Inspection: **6/7/2012**

**Phone: (305) 303-4488      Fax: (786) 217-1388**

**E-Mail:** [inspectorramiro@gmail.com](mailto:inspectorramiro@gmail.com)

**Home Inspector License No. HI-271**

## EXTERIOR COMPONENT REPORT

Client's Name: **Mary Florys and Thomas Lund- Hansen**

Property Address: **1440 Brickell Bay Drive PH3**

***Miami Fl 33131***

This is a report made to the best of our ability and professional belief on the existing conditions of the exterior components. As all exterior areas are not accessibly visible in some areas due to foliage, plaster or painting, the Inspector cannot guarantee against hidden defects, structural damage or repairs inspection has been made for such structural defects as would require engineering skill practices.

**THIS REPORT IS VALID FOR THIRTY (30) DAYS FROM INSPECTION DATE.**

## EXTERIOR COMPONENT OBSERVATIONS

Wall	<input type="checkbox"/> metal	<input type="checkbox"/> vinyl	<input type="checkbox"/> wood	<input checked="" type="checkbox"/> masonry	<input type="checkbox"/>
Trim / fascia / soffit	<input checked="" type="checkbox"/> metal	<input type="checkbox"/> vinyl	<input checked="" type="checkbox"/> wood	<input type="checkbox"/> other	<input type="checkbox"/>
Entry doors	<input checked="" type="checkbox"/> metal	<input type="checkbox"/> wood	<input type="checkbox"/> steel	<input type="checkbox"/> aluminum & glass	<input type="checkbox"/>
Prime windows	<input checked="" type="checkbox"/> metal	<input type="checkbox"/> vinyl	<input type="checkbox"/> wood	<input checked="" type="checkbox"/> single glass	<input type="checkbox"/> double glass
Patio doors	<input checked="" type="checkbox"/> metal	<input type="checkbox"/> vinyl	<input type="checkbox"/> wood	<input checked="" type="checkbox"/> single glass	<input type="checkbox"/> double glass
Garage doors	<input type="checkbox"/> metal	<input type="checkbox"/> wood	<input type="checkbox"/> fiberglass	<input type="checkbox"/> fiberboard	<input type="checkbox"/>

## CONDITION OF COMPONENTS

ITEM	Good	Marginal	Defective
Wall cladding	X		
Trim / fascia / soffit			
Entry doors	X		
Prime windows	X		
Patio doors			
Garage doors			
Shutters	X		
Driveway / walks			
Steps / railings			
Porch / balcony			
Deck / patio	X		

Wood deterioration at:

## Vegetation

Limits View ☐ Yes ☐ No

Adequate drainage ☐ Yes ☐ No

Garage door opener ☐ Yes ☐ No

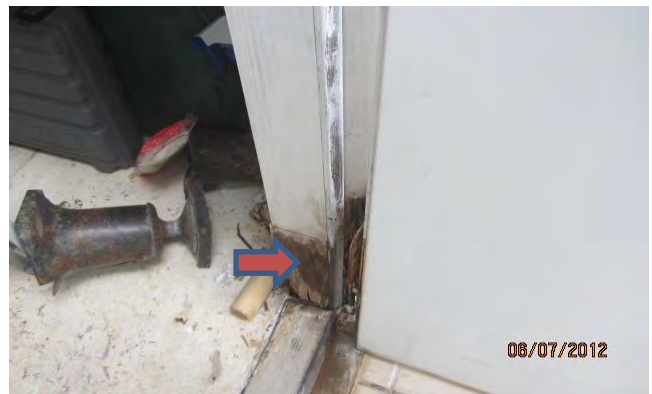
Safety reverse stop ☐ Yes ☐ No

**Observations:**

I certify that I am authorized to sign this inspection on behalf of **Corporation** and that, by the signature hereinafter made, **Corporation** is duly bound by the terms and conditions of the certification. This report expresses no guarantee on the exterior components. I further certify that I have no interest, present or prospective, in the property, buyer, seller, broker, mortgage or other party involved in the transaction. Only the condition of the system as of this date is warranted by this inspection.

Signature of Inspector: *Ramiro Bernal*





exterior storage door needs to be changed

**REBS PROPERTY SPECIALIST LLC**

5085 nw 7 ST # 1614 Miami Fl 33126

Phone: (305) 303-4488

Fax: (786) 217-1388

E-Mail: [inspectorramiro@gmail.com](mailto:inspectorramiro@gmail.com)

Inspection #:

3451

Date of Inspection:

6/7/2012

**INSULATION & VENTILATION COMPONENT REPORT**Client's Name: Mary Florys and Thomas Lund- Hansen

Contact: \_\_\_\_\_

Property Address: 1440 Brickell Bay Drive PH3  
Miami Fl 33131

This is a report made to the best of our ability and professional belief on the existing conditions of the insulation and ventilation components. As all areas of the insulation & ventilation are not accessibly visible in some areas due to lack of accessibility or otherwise being concealed, the Inspector cannot guarantee against hidden defects. No inspection has been made for such structural defects as would require engineering skill practices

**THIS REPORT IS VALID FOR THIRTY (30) DAYS FROM INSPECTION DATE****INSULATION & VENTILATION COMPONENT OBSERVATIONS**Visible insulation ☐ cellulose ☒ fiberglass ☐ foam Amount in inches \_\_\_\_\_How applied ☐ roll / batt ☐ blown-in ☐ rigid ☐ otherVisible vapor Barrier ☐ paper ☐ plastic ☐ aluminum ☐ other**CONDITION OF COMPONENTS**

ITEM	Good	Marginal	Defective
Insulation			
Attic vents			
Foundation vents			
Kitchen fans			
Bath fans	X		
Dryer vent	X		

Is there any reason to suspect inadequate ventilation?

☐ Yes ☒ No

Are vapor barriers / insulation missing or improperly installed?

☐ Yes ☐ No**Comments:**

A.C. grid in the bathroom # 2 must be turned 90 degrees to improve ventilation

I certify that I am authorized to sign this inspection on behalf of corporation and that, by the signature hereinafter made, Corporation is duly bound by the terms and conditions of the certification. This report expresses no guarantee on the exterior components.

I further certify that I have no interest, present or prospective, in the property, buyer, seller, broker, mortgage or other party involved in the transaction. Only the condition of the system as of this date is warranted by this inspection.

Signature of Inspector:

*Ramiro Bernal*

**REBS PROPERTY SPECIALIST LLC**

5085 nw 7 ST # 1614 Miami Fl 33126

Phone: (305) 303-4488

Fax: (786) 217-1388

E-Mail: [inspectoramiro@gmail.com](mailto:inspectoramiro@gmail.com)Inspection #: **3451**Date of Inspection: **6/7/2012****PLUMBING COMPONENT REPORT**Client's Name: Mary Florys and Thomas Lund- HansenProperty Address: 1440 Brickell Bay Drive PH3  
Miami Fl 33131

This is a report made to the best of our ability and professional belief on the existing conditions of the plumbing components. As all areas of the plumbing system are not accessibly visible in some areas due to lack of accessibility, insulation or otherwise being concealed, the inspector cannot guarantee against hidden defects, damage or repairs. No inspection has been made for such structural defects as would require engineering skill practices.

**THIS REPORT IS VALID FOR THIRTY (30) DAYS FROM INSPECTION DATE.****PLUMBING COMPONENT OBSERVATIONS**

Visible supply lines ☒ cooper ☒ plastic ☐ iron ☐ galvanized ☐  
Visible waste lines ☐ cooper ☒ plastic ☐ lead ☐ galvanized ☐  
Water heater ☒ electric ☐ gas ☐ oil ☐ other ☐  
Waste disposal ☐ sewer ☐ septic

**CONDITION OF COMPONENTS**

ITEM	Good	Marginal	Defective
Supply lines	<input checked="" type="checkbox"/>		
Pan			
Pressure	<input checked="" type="checkbox"/>		
Drainage	<input checked="" type="checkbox"/>		
Exterior faucets			
Sump pump			
Fuel lines			
chained to wall			
Casing	<input checked="" type="checkbox"/>		
Tank bottom	<input checked="" type="checkbox"/>		
Temp control			

**Water Heater**

Brand of Unit HOT POINT  
Approximate age 2005  
Approximate capacity 30 GLS  
Pressure relief valve? ☒ Yes ☐ No  
Any leaks noted? ☐ Yes ☒ No  
Unusual Conditions? ☐ Yes ☒ No

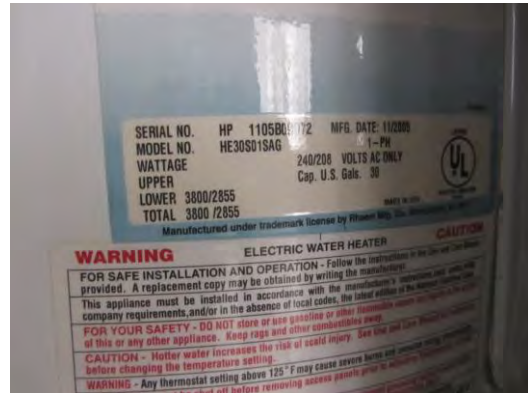
Comments: \_\_\_\_\_

**Observations:**

I certify that I am authorized to sign this inspection on behalf of corporation and that, by the signature hereinafter made, Corporation is duly bound by the terms and conditions of the certification. This report expresses no guarantee on the exterior components. I further certify that I have no interest, present or prospective, in the property, buyer, seller, broker, mortgage or other party involved in the transaction. Only the condition of the system as of this date is warranted by this inspection.

Signature of Inspector:

*Ramiro Bernal*



**REBS PROPERTY SPECIALIST LLC**

5085 nw 7 ST # 1614 Miami Fl 33126

Phone: (305) 303-4488 Fax: (786) 217-1388

E-Mail: [inspectoramiro@gmail.com](mailto:inspectoramiro@gmail.com)Inspection #: **3451**Date of Inspection: **6/7/2012****STRUCTURAL COMPONENT REPORT**Client's Name: Mary Florys and Thomas Lund- HansenProperty Address: 1440 Brickell Bay Drive PH3  
Miami Fl 33131

This is a report made to the best of our ability and professional belief on the existing conditions of the structural components. As all areas of the structure are not accessibly visible in some areas due to coverings, plaster or painting, the Inspector cannot guarantee against hidden defects, structural damage or repairs. No inspection has been made for such structural defects as would require engineering skill practices.

**THIS REPORT IS VALID FOR THIRTY (30) DAYS FROM INSPECTION DATE.****STRUCTURAL COMPONENT OBSERVATIONS**

Wall ☐ concrete ☒ plaster ☐ wood ☐ plaster & wood ☐ other  
 Floors ☒ concrete ☐ wood ☐ plywood ☐ T & G decking ☐ other  
 Beams ☒ wood ☐ timbers ☐ steel ☒ concrete ☐ other  
 Columns ☐ steel ☐ wood ☐ C.M.U. ☐ other ☐ other  
 Roof ☐ gable ☐ hip ☐ shed ☒ flat ☐ other

**CONDITION OF COMPONENTS**

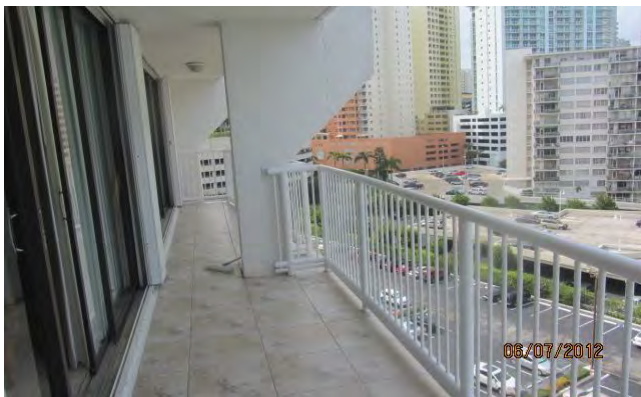
ITEM	Good	Marginal	Defective
Floors	X		
Walls			
Columns			
Beams			
Joists			
Ceilings			
Trusses			

Approximate age of building **1978**Requires ☐ repairs ☐ replacementCraws space entered? ☐ Yes ☐ NoAttic entered? ☐ Yes ☐ NoCondensation? ☐ Yes ☒ NoWater penetration? ☐ Yes ☒ No**Observations:**

I certify that I am authorized to sign this inspection on behalf of corporation and that, by the signature hereinafter made, Corporation is duly bound by the terms and conditions of the certification. This report expresses no guarantee on the exterior components. I further certify that I have no interest, present or prospective, in the property, buyer, seller, broker, mortgage or other party involved in the transaction. Only the condition of the system as of this date is warranted by the inspection.

Signature of Inspector:

*Ramiro Bernal*



**REBS PROPERTY SPECIALIST LLC**

5085 nw 7 ST # 1614 Miami Fl 33126

Phone: (305) 303-4488

Fax: (786) 217-1388

E-Mail: [inspectoramiro@gmail.com](mailto:inspectoramiro@gmail.com)Inspection #: **3451**Date of Inspection: **6/7/2012****ELECTRICAL COMPONENT REPORT**Client's Name: Mary Florys and Thomas Lund- HansenProperty Address: 1440 Brickell Bay Drive PH3  
Miami Fl 33131

This is a report made to the best of our ability and professional belief on the existing conditions of the electrical components. areas of the electrical system are not accessibly visible in some areas due to insulation or otherwise being concealed, the Inspector cannot guarantee against hidden defects, damage or repairs. No inspection has been made for such structural defects as require engineering skill practices.

**THIS REPORT IS VALID FOR THIRTY (30) DAYS FROM INSPECTION DATE.****ELECTRICAL COMPONENT OBSERVATIONS**Service entrance ☐ overhead ☒ undergroundOver current device ☐ fuse ☒ breakerBranch protection ☐ fuse ☒ breaker wire type: ☐ copper ☐ aluminum**CONDITION OF COMPONENTS**

ITEM	Good	Marginal	Defective
Service entry			
Meter			
Main panel		X	
Main disconnect	X		
Grounding	X		

**Main Panel Location:**Master bedroom**Observations:**

I certify that I am authorized to sign this inspection on behalf of corporation and that, by the signature hereinafter made, corporation bound by the terms and conditions of the certification. This report expresses no guarantee on the exterior components. I further certify that I have no interest, present or prospective, in the property, buyer,seller,broker, mortgage or other party involved in the transaction.Only the condition of the system as of this date is warranted by this inspection

*Ramiro Bernal*



Missing spacers



**REBS PROPERTY SPECIALIST LLC**

5085 nw 7 ST # 1614 Miami Fl 33126

Phone: (305) 303-4488

Fax: (786) 217-1388

E-Mail: [inspectorramiro@gmail.com](mailto:inspectorramiro@gmail.com)Inspection #: **3451**Date of Inspection: **6/7/2012****ROOF REPORT**Client's Name: Mary Florys and Thomas Lund- HansenProperty Address: 1440 Brickell Bay Drive PH3  
Miami Fl 33131**THIS IS A ROOF REPORT NOT A ROOF GUARANTEE**

This is a report made to the best of our ability and professional belief on the existing conditions of the roof coverings. As all areas thr roof and attic are not accessibly visible, and the roof membranes are not visible in some areas due to coverings such as tiles, shingles, and other coatings. The contractor cannot guarantee against hidden defects, future leaks or repairs. No inspection has been made for such structural defects as would require engineering skill practices.

**THIS REPORT IS VALID FOR THIRTY (30) DAYS FROM INSPECTION DATE.****ROOF COMPONENT OBSERVATIONS**

Inspection method ☒ on roof ☒ at eaves ☒ ground ☐ other

Visible coverings ☐ tile ☐ shingle ☐ gravel ☒ roll roofing

Gutters ☐ aluminum ☐ copper ☐ plastic ☐ none

Flashing ☐ metal ☐ asphalt ☐ rolled ☐ concealed

Chimneys ☐ # ☐ metal ☐ masonry ☐ wood ☐ wire / stucco

Plumbing vents ☐ # ☐ plastic ☐ lead ☐ galvanized ☐ cast iron

Attic vents ☐ soffit ☐ roof ☐ ridge ☐ gable ☐ other

**CONDITION OF COMPONENTS**

ITEM	Good	Marginal	Defective
Valleys			
Gutters			
Downspouts			
Splash blocks			
Flashing			
Skylights			
Chimney			
Plumbing vents			
Ventilation			

Approx. age of roof: **4 YEARS**☐ Repair ☐ ReplacementAny sign of leak? ☐ Yes ☒ No**Observations:**

I certify that I am authorized to sign this inspection on behalf of corporation and that, by the signature hereinafter made, Corporation is duly bound by the terms and conditions of the certification. This report expresses no guarantee on the exterior components. I further certify that I have no interest, present or prospective, in the property, buyer, seller, broker, mortgage or other party involved in the transaction. Only the condition of the system as of this date is warranted by this inspection.

Signature of Inspector:

*Ramiro Bernal*



**REBS PROPERTY SPECIALIST LLC**

5085 nw 7 ST # 1614 Miami Fl 33126

Phone: (305) 303-4488 Fax: (786) 217-1388

E-Mail: [inspectoramiro@gmail.com](mailto:inspectoramiro@gmail.com)

Inspection #: 3451

Date of Inspection: 6/7/2012

Client's Name: Mary Florys and Thomas Lund- HansenProperty Address: 1440 Brickell Bay Drive PH3  
Miami Fl 33131**INTERIOR COMPONENTS OBSERVATIONS****CONDITION OF COMPONENTS**

ITEM	Good	Marginal	Defective
<b>Kitchen / Dining</b>			
Walls / ceilings	X		
Floor	X		
Cabinets			X
Counters		X	
Sink	X		
Plumbing		X	
Electrical	X		
Door / window			

**Observations:**

ITEM	Good	Marginal	Defective
<b>Appliances</b>			
Refrigerator	X		
Freezer	X		
Dishwasher	X		
Disposal	X		
washing machine	X		
Dryer	X		
Microwave	X		
Oven/Range	X		

Refrigerator:

Dishwasher

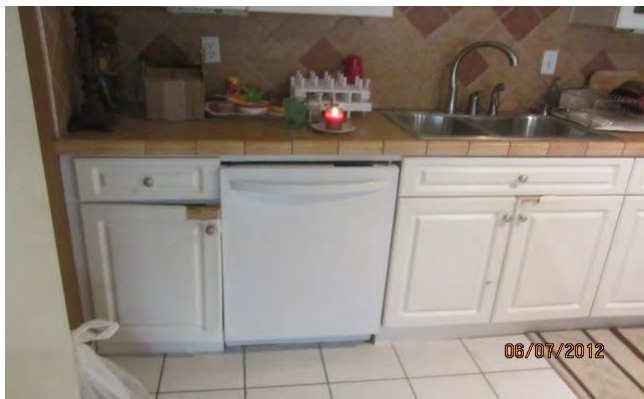
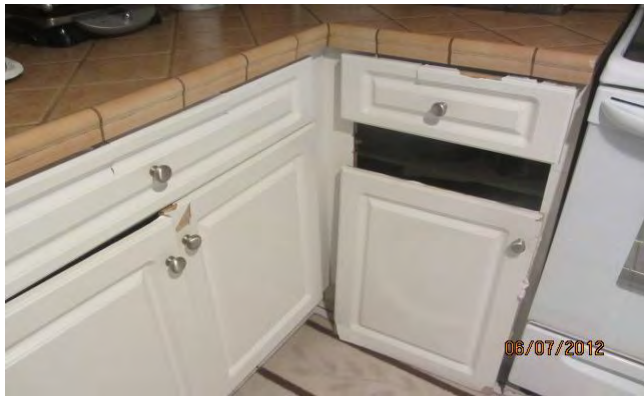
washing machine

Dryer:

Microwave:

Garbage disposal





Kitchen faucet needs to be changed





**REBS PROPERTY SPECIALIST LLC****5085 nw 7 ST # 1614 Miami Fl 33126****Phone: (305) 303-4488****Fax: (786) 217-1388****E-Mail: [inspectoramiro@gmail.com](mailto:inspectoramiro@gmail.com)**Inspection #: **3451**Date of Inspection: **6/7/2012**Client's Name: **Mary Florys and Thomas Lund- Hansen**Property Address: **1440 Brickell Bay Drive PH3**  
**Miami Fl 33131****CONDITION OF COMPONENTS**

ITEM	Good	Marginal	Defective
<b>MASTER BEDROOM</b>			
Walls / ceilings	X		
Floor	X		
Electrical	X		
Door	X		
Window	X		
Closets	X		

**Bedroom 2**

Walls / ceilings	X		
Floor	X		
Electrical	X		
Door	X		
Window	X		
Closets	X		

**Bedroom 3**

Walls / ceilings	X		
Floor	X		
Electrical	X		
Door	X		
Window	X		
Closets	X		

**Bedroom 4**

Walls / ceilings			
Floor			
Electrical			
Door			
Window			
Closets			

**CONDITION OF COMPONENTS**

ITEM	Good	Marginal	Defective
<b>MASTER BATHROOM</b>			
Walls / ceilings	X		
Vanity Basin	X		
Tub / Shower	X		
Toilet	X		
Plumbing			X
Electrical		X	
Door/ Window	X		
Fan	X		
Floor	X		

**CONDITION OF COMPONENTS**

ITEM	Good	Marginal	Defective
<b>BATHROOM 2</b>			
Walls / ceilings	X		
Vanity Basin	X		
Tub / Shower	X		
Toilet	X		
Plumbing	X		
Electrical		X	
Door/ Window	X		
Fan	X		
Floor	X		

**BATHROOM 3**

Walls / ceilings	X		
Vanity Basin	X		
Tub / Shower			
Toilet	X		
Plumbing			XX
Electrical		X	
Door/ Window	X		
Fan			
Floor	X		



no GFCI



needs to be repair or changed



mirror broken needs to be changed







sliding doors needs to be repair



exterior vent in master bedroom needs to be closed

**REBS PROPERTY SPECIALIST LLC**

5085 nw 7 ST # 1614 Miami Fl 33126

Phone: (305) 303-4488 Fax: (786) 217-1388

E-Mail: [inspectorramiro@gmail.com](mailto:inspectorramiro@gmail.com)Inspection #: **3451**Date of Inspection: **6/7/2012****AIR CONDITIONING COMPONENT REPORT**Client's Name: Mary Florys and Thomas Lund- HansenProperty Address: 1440 Brickell Bay Drive PH3  
Miami Fl 33131

This is a report made to the best of our ability and professional belief on the existing conditions of the air conditioning components. As all areas of the air conditioning system are not accessibly visible in some areas due to lack of accessibility, insulation or otherwise being conceded, the Inspector cannot guarantee against hidden defects, damage or repairs. No inspection has been made for such structural defects as would require engineering skill practices.

**THIS REPORT IS VALID FOR THIRTY (30) DAYS FROM INSPECTION DATE.****AIR CONDITIONING COMPONENT OBSERVATIONS**

Type of Cooling ☐ electrical split system ☒ combo HVAC unit ☐ wall unit

Type of Fuel ☒ electric ☐ gnd water ☐ nat. gas ☐ other

Distribution ☒ ductwork ☐ metal ☐ fiberglass ☒ flexible

☐ ☐ ☐ ☐

**CONDITION OF COMPONENTS**

ITEM	Good	Marginal	Defective
Exterior casing	<input checked="" type="checkbox"/>		
Exterior lines	<input checked="" type="checkbox"/>		
Refrigerant lines	<input checked="" type="checkbox"/>		
Insulation	<input checked="" type="checkbox"/>		
Interior ducts			
Condensate drain	<input checked="" type="checkbox"/>		
Thermostat	<input checked="" type="checkbox"/>		
Elect. Disconnect	<input checked="" type="checkbox"/>		

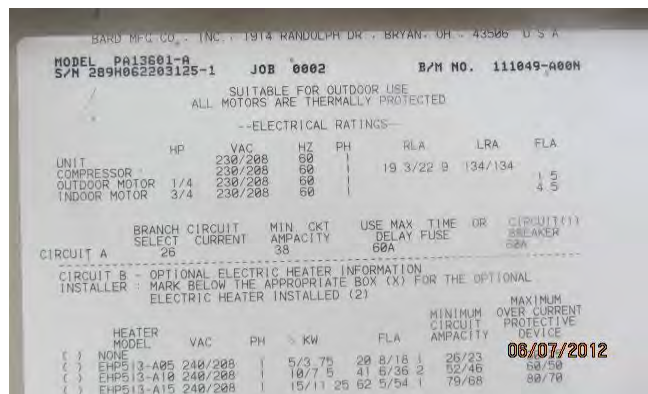
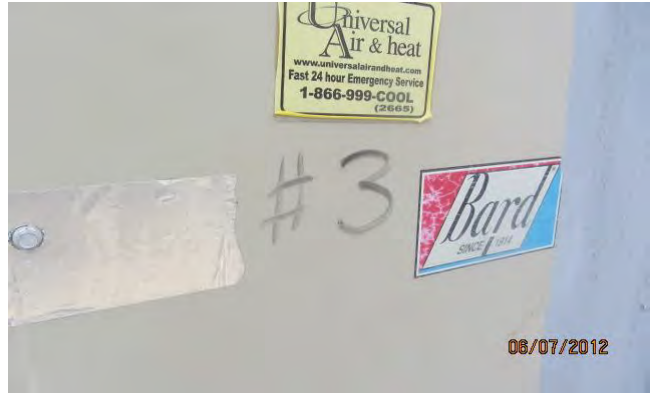
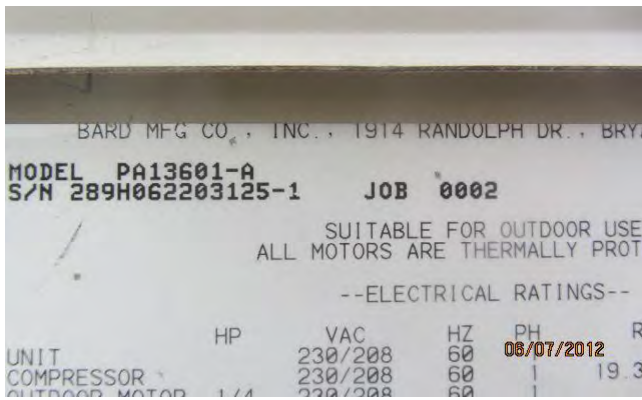
**Observations:**Make of Unit **BARD**Approximate age **10 YEARS**Functioning? ☒ Yes ☐ NoAdequate Cooling? ☒ Yes ☐ NoUnusual Conditions? ☐ Yes ☒ NoTemp @ Diffuser **58**Temp @ Return **75** $\Delta$  Temperature **17** **GOOD**

The last service date of this system appears to be more than one year ago, or the inspector was unable to determine the last service date. The client (s) when it was last serviced. If unable to determine the last service date, or if this system was serviced more than one year ago, a qualified heating and cooling contractor should inspect, clean, and service this system, and make repairs if necessary. This serving should be performed annually in the future.

I certify that I am authorized to sign this inspection on behalf of corporation and that, by the signature hereinafter made, Corporation is duly bound by the terms and conditions of the certification. This report expresses no guarantee on the exterior components. I further certify that I have no interest, present or prospective, in the property, buyer, seller, broker, mortgage or other party involved in the transaction. Only the condition of the system as of this date.

Signature of Inspector:

*Ramiro Bernal*





**REBS PROPERTY SPECIALIST LLC**

5085 nw 7 ST # 1614 Miami Fl 33126

Phone: (305) 303-4488 Fax: (786) 217-1388

E-Mail: [inspectoramiro@gmail.com](mailto:inspectoramiro@gmail.com)Inspection #: **3451**Date of Inspection: **6/7/2012**Client's Name: Mary Florys and Thomas Lund- HansenProperty Address: 1440 Brickell Bay Drive PH3  
Miami Fl 33131

Fire Alarms Installed?

Yes ☒No ☐

Tested?

☐

Proper laundry hook-up?

Yes ☒No ☐Dryer Gas ☐Electric ☒

Are there any signs of leaks or abnormal condensation?

Yes ☐No ☒

Are house / garage / "party separation surfaces complete?

Yes ☐No ☐☐☐

Observations:

I certify that I am authorized to sign this inspection on behalf of **corporation** and that, by the signature hereinafter made, **corporation** is duly bound by the terms and conditions of the certification. This report expresses no guarantee on the exterior components. I further certify that I have no interest, present or prospective, in the property, buyer, seller, broker, mortgage or other party involved in the transaction. Only the condition of the system as of this date is warranted by this inspection.

Signature of Inspector:

Ramiro Bernal

ITEM	DESCRIPTION		
	the ceiling of the bathroom # 2 should be painted again with specialized bathroom paint	\$	120.00
	fire alarms needs to be changed.	\$	200.00
	sliding doors needs to be repair	\$	400.00
	faucets in master bathroom and 1/2 bath needs to be changed.	\$	300.00
	kitchen faucet needs to be changed	\$	280.00
	kitchen cabinets needs to be repair or changed		
	no GFCI in outlets in kitchen and bathroom	\$	280.00
	missing spacers in electric panel.	\$	120.00
	exterior storage door needs to be changed	\$	450.00
	exterior vent in master bedroom needs to be closed	\$	100.00

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Phone: (305) 303-4488 Fax: (786) 217-1388

E-Mail: [inspectoramiro@gmail.com](mailto:inspectoramiro@gmail.com)

Client's Name: Mary Florys and Thomas Lund- Hansen

Property Address: 1440 Brickell Bay Drive PH3  
Miami Fl 33131

**COUNTY - LEGAL PROPERTY INFORMATION**

**REBS PROPERTY SPECIALIST LLC**

5085 nw 7 ST # 1614 Miami Fl 33126

Phone: (305) 303-4488 Fax: (786) 217-1388

E-Mail: [inspectoramiro@gmail.com](mailto:inspectoramiro@gmail.com)**Report Limitations**

*This report is intended only as a general guide to help the client make his own evaluation of the overall condition of the home, and is not intended to reflect the value of the premises, nor make any representation as to the advisability of purchase. This report expresses the personal opinions of the inspector, based upon his visual impressions of the conditions that existed at the time of the inspection only. The inspection and report are not intended to be technically exhaustive, or to imply that every component was inspected, or that every possible defect was discovered. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation was performed. All components and conditions which by the nature of their location are concealed, camouflaged or difficult to inspect are excluded from the report.*

*Systems and conditions which are not within the scope of the building inspection include, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials, and other environmental hazards; pest infestation, playground equipment, efficiency measurement of insulation or heating and cooling equipment, internal or underground drainage or plumbing, any systems which are shut down or otherwise secured; water wells (water quality and quantity) zoning ordinances; intercoms; security systems; heat sensors; cosmetics or building code conformity. Any general comments about these systems and conditions are informational only and do not represent an inspection.*

*The inspection report should not be construed as a compliance inspection of any governmental or non governmental codes or regulations. The report is not intended to be a warranty or guarantee of the present or future adequacy or performance of the structure, its systems, or their component parts. This report does not constitute any express or implied warranty of merchantability or fitness for use regarding adequacy, capacity, or expected life of components are general estimates based on information about similar components and occasional wide variations are to be expected between such estimates and actual experience.*

*We certify that our inspectors have no interest, present or contemplated, in this property or its improvement and no involvement with trades people or benefits derived from any sales or improvements. To the best of our knowledge and belief, all statements and information in this report are true and correct.*

*Should any disagreement or dispute arise as a result of this inspection or report, it shall be decided by arbitration and shall be submitted for binding, non-appealable arbitration to the American Association in accordance with its Construction Industry Arbitration Rules then obtaining, unless the parties mutually agree otherwise. In the event of a claim, the Client will allow the Inspection Company to inspect the claim prior to any repairs or waive the right to make the claim. Client agrees not to disturb or repair or have repaired anything which may constitute evidence relating to the complaint, except in the case of an emergency.*

*REBS property specialist LLC.*



# **Allstate Home Inspections, Inc.**

500 South Cypress Road  
Pompano Beach, Florida 33060  
Office: (954) 232-3879  
[www.allstateinspections.com](http://www.allstateinspections.com)  
[Office@AllstateInspections.com](mailto:Office@AllstateInspections.com)

## **Customer**

Mrs. Mary Florys Samuely Lund-Hansen  
Mr. Thomas Lund-Hansen

## **Property**

1440 Brickell Bay Drive  
Brickell Shores, PH 3  
Miami, Florida 33131

## **Real Estate Agent**

Maripaz Pereira  
Fortune International Realty

## **Report ID:**

120611-2WF

## **Inspection Date:**

6/11/2012

## **Inspected By:**

Walter Fitzpatrick

<b>Date:</b> 6/11/2012	<b>Time:</b> 01:30 PM	<b>Report ID:</b> 120611-2WF
<b>Property:</b> 1440 Brickell Bay Drive Brickell Shores, PH 3 Miami, Florida 33131	<b>Customer:</b> Mrs. Mary Florys Samuely Lund-Hansen Mr. Thomas Lund-Hansen	<b>Real Estate Professional:</b> Maripaz Pereira Fortune International Realty

The scope of the inspection and report is a limited visual inspection of the general systems and components of the condominium to identify any systems or components listed in the report which may be in need of immediate repair, or not operating in a way suitable for its intended purpose, and to provide the client with a better understanding of the property's condition as observed at the time of the inspection. It will include an Inspection of the Interior of an individual unit and its systems including, Plumbing, Electrical, Central Air Conditioning, Built-in Appliances, and Structural Components. Client understands that the AHI inspector is a generalist in that he or she is not acting as an expert or specialist in any field of structural engineering, plumbing, or electrical, and air conditioning systems. The purpose of the inspection and report is to note areas of concern, potential areas of concern and offer recommendations and detail where the defect is visual and obvious.

AHI does not perform repairs, engineering, architectural, plumbing, electrical, or any other job function requiring an additional state license or occupational license in the jurisdiction where the inspection is taking place.

AHI is not responsible to determine all that may be wrong with a system or component. AHI is being employed to recommend whether a second opinion or more thorough evaluation by an expert in the above-noted fields might be needed solely through a visual inspection of the system or component. The inspector shall defer to experts in the above-noted fields to discover additional problems that an AHI basic inspection cannot reveal. As such any listed items in this report concerning areas reserved to such licensed experts should not be construed as a detailed, comprehensive, and/or exhaustive list of problems for those areas. Client should rely not on AHI, but on experts in the above-noted fields to determine what steps are necessary to correct a system or component and the client should expect that such experts' troubleshooting may reveal additional items of concern in need of repair not mentioned in this report by a more in-depth analysis of the system or component. If your inspector recommends consulting a specialized expert in the above-noted fields, the client must do so at the Client's expense. The repair recommendations in your inspection report should be assessed or completed before the close of escrow, by a licensed specialist, as they may identify additional defects, or recommend upgrades, including exact detailed estimates, that could effect your evaluation of this property.

The condominium inspection report is an opinion of AHI. Our interpretation of what is good or fair or in acceptable working order may be different from the Client's. Therefore the Client is encouraged to be present at the time of the inspection to discuss differences in perception and opinion. The Client accepts responsibility for incomplete information and the Inspector's opinion on all matters relevant to the inspection if the Client chooses not to attend the inspection. The estimates and opinions that AHI provides in its summary section of the report are based on AHI's visual inspection only. Prices may vary depending on a licensed contractor's recommendation and expert evaluation.

Neither the inspection, or the inspection report is a warranty, express or implied, regarding the adequacy, or condition of any inspected systems or item contained in this basic report. The inspection and written report are not intended to reflect the value of the premises or to make any representation as to the advisability or inadvisability or purchase or suitability for use of these premises.

ADDITIONAL COMMONLY PERFORMED INSPECITONS THAT ARE NOT WITHIN THE PRICE OF THIS BASIC INSPECTION THAT ARE PROVIDED BY AHI AND AT CLIENT'S REQUEST FOR AN ADDITIONAL FEE: Mold: Indoor Air Quality; Chinese Drywall; Detached buildings, garages, or recreational facilities.

ADDITIONAL COMMONLY PERFORMED INSPECTIONS THAT ARE NOT WITHIN THE SCOPE OR PRICE OF THIS BASIC INSPECTION PROVIDED FOR AN ADDITIONAL FEE BY A SEPARATE CONTRACTOR: Termite, pest or other wood destroying organisms; Seawall, bulkhead and docks, boat lifts; Wind mitigation inspection; Technical pool inspections, such as: (a) Testing for leaks, (b) Pool heaters (electric, gas, or solar), (c) Jacuzzis, spas and waterfalls; (d) Pool systems with electronic and or remote control systems.

**The inspection report is prepared exclusively for the client listed above and is not transferable to anyone in any form. This report in not intended to benefit any person or third party not named or listed, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction.**

**Inspection Agreement signed::**

Yes, buyer signed the Inspection Agreement electronically at web site

**Payment and Invoice Information::**

Invoice was paid in full at time of inspection.  
We appreciate your business, Thank you

**Buyer Present at Inspection::**

Yes, and buyers agent was present at time of inspection

**Termite Inspection::**

No: buyer did not request a Termite Inspection. Note: Termite and pest control service are generally covered bt the Condominium Association Maintenance Department

**Mold Inspection::**

No: buyer did not request Indoor Air Quality Testing

**Roof Inspection::**

No, roof inspections are not within the scope of a Basic Condominium Inspection. Roof coverings are considered common area and are generally covered by the Condominium Association Maintenance Department.

**Age of Building::**

1978

**Weather Condition::**

Hot and Humid

**Temperature::**

Over 90 degrees

**Rain in last 3 days:**

Yes, heavy rain recently

# 1. PATIO, BALCONY & DECKS

		F	AN	Y	N	NA	NI	RR	S
1.0	CEILING & WALLS							•	•
1.1	DOORS & WINDOWS							•	•
1.2	FLOOR, FRAMING & RAILING		•						
1.3	LIGHTS, OUTLETS & SWITCHES	•							
1.4	SHUTTERS						•		

## Styles & Materials

### PATIO:

ROOFTOP PATIO

### BALCONY:

OPEN / RAIL BALCONY

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F AN Y N NA NI RR S

Comments:

**1.0** Small section of damaged stucco- concrete was observed on the front balcony wall (see photos 1 & 2) , repair is recommended. We recommend contacting the condominium association maintenance department for further evaluation and all needed repair.

Settlement cracks were observed on the rooftops patio walls. (see photo # 3) We recommend contacting the condominium association maintenance department for further evaluation and all needed repairs



1.0 Picture 1



1.0 Picture 2



1.0 Picture 3

**1.1** Rooftop patio storage closet door, door jams and trim have severe wood rot damage, due to the age and condition of the door, replacement is recommend. We recommend contacting a licensed carpenter or a door contractor for further evaluation and all needed repairs.



1.1 Picture 1



1.1 Picture 2



1.1 Picture 3

**1.2** Complementary photos from your balcony.



1.2 Picture 1



1.2 Picture 2



1.2 Picture 3



1.2 Picture 4

**1.4** Hurricane shutters are not within the scope of a basic condominium inspection. **We recommend contacting a licensed hurricane shutter service contractor at least one month before the next hurricane season (June-November) for maintenance, lubrication and further evaluation.**

## 2(A) . ENTRANCE HALLWAY

		F	AN	Y	N	NA	NI	RR	S
2.0.A	DOORS							•	•
2.1.A	WINDOWS					•			
2.2.A	CEILING, WALLS & FLOORS	•							
2.3.A	LIGHTS, OUTLETS & SWITCHES	•							

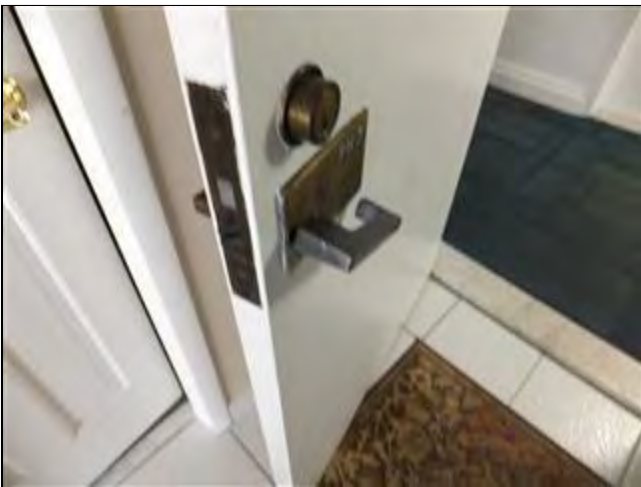
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F AN Y N NA NI RR S

### Comments:

**2.0.A** Front entrance door handle is loose, repair is recommended. We recommend contacting a qualified handyman for repair.

Entrance hallway closet mirror doors are damaged ( mirror panels are cracked ). Replacement of mirror panels is recommended to prevent injury. We recommend contacting a qualified handyman for repair or replacement.



2.0.A Picture 1



2.0.A Picture 2



2.0.A Picture 3

## 2(B) . LIVING ROOM

		F	AN	Y	N	NA	NI	RR	S
2.0.B	DOORS							•	•
2.1.B	WINDOWS							•	•
2.2.B	CEILING, WALLS & FLOORS		•						
2.3.B	LIGHTS, OUTLETS & SWITCHES	•							

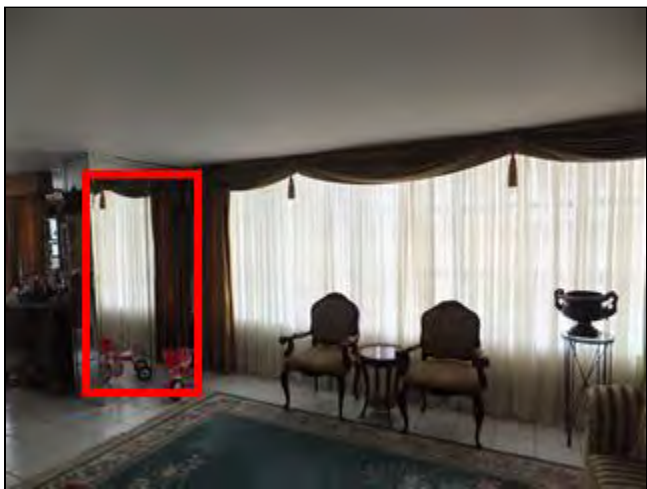
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F AN Y N NA NI RR S

**Comments:**

**2.0.B** Access to exterior door (living room to rear balcony) was blocked off, wall was remodeled and covered with mirror panels (see photo 1 & 2). Inspector was unable to open door at time of inspection

Living room mirror bifold closet doors are difficult to open and or close, adjustment, lubrication and or repair is recommended. We recommend contacting a qualified handyman for further evaluation and all needed repair.



2.0.B Picture 1



2.0.B Picture 2



2.0.B Picture 3

**2.1.B** Living room windows (all 5, see photo) do not open and or close properly, repair is recommended. We recommend contacting a licensed window contractor for further evaluation and all needed repair.



2.1.B Picture 1

**2.2.B** Cosmetic note: damaged drywall was observed on the wall in the living room, repair is recommended. Contact a drywall contractor for repair.



2.2.B Picture 1



2.2.B Picture 2

## 2(C) . FAMILY ROOM

		F	AN	Y	N	NA	NI	RR	S
2.0.C	DOORS							•	•
2.1.C	WINDOWS							•	•
2.2.C	CEILING, WALLS & FLOORS		•						
2.3.C	LIGHTS, OUTLETS & SWITCHES	•							

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F AN Y N NA NI RR S

### Comments:

**2.0.C** Family room sliding glass doors are not opening and or closing properly, repair or replacement of rollers and lubrication is recommended. We recommend contacting a licensed door contractor or a qualified handyman for further evaluation and all needed repair.

Lock and latch for sliding glass door in the family room were non functional, repair is recommended. Contact a licensed door contractor or qualified handyman for repair.



2.0.C Picture 1



2.0.C Picture 2

**2.1.C** The seal on the double pane glass windows in the family room was compromised (foggy or trapped moisture), repair is recommended. We recommend contacting a licensed window contractor for further evaluation and all needed repair.

Water stains were observed on the family room wall below the windows, area was tested for moisture with moisture meter, **no moisture was detected** at time of inspection. We recommend caulking around windows, interior and exterior, to prevent insects and or water penetration. We recommend contacting the Condominium Association maintenance department or a waterproofing contractor for further evaluation and all needed repair..



2.1.C Picture 1



2.1.C Picture 2

**2.2.C** Water stains were observed on the wall in the family room, areas were tested for moisture with moisture monitor, **no moisture was detected** at time of inspection. These stains are most likely caused by an old roof leak which appears to have been repaired. We recommend contacting the Condominium Association Maintenance Department for further evaluation and repair if needed.



2.2.C Picture 1



2.2.C Picture 2



2.2.C Picture 3

## 2(D) . DINING ROOM

		F	AN	Y	N	NA	NI	RR	S
2.0.D	DOORS							•	•
2.1.D	WINDOWS				•				
2.2.D	CEILING, WALLS & FLOORS							•	•
2.3.D	LIGHTS, OUTLETS & SWITCHES							•	•

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F AN Y N NA NI RR S

### Comments:

**2.0.D** Dining room sliding glass doors are not opening and or closing properly, repair or replacement of rollers and lubrication is recommended. We recommend contacting a licensed door contractor or a qualified handyman for further evaluation and all needed repair.

Lock and latch for sliding glass door in the dining room were non functional, repair is recommended. Contact a licensed door contractor or qualified handyman for repair.

**2.2.D** Mirror panel was cracked and or damaged on dining room wall, repair is recommended to prevent injury. Contact a glass enclosure or mirror service contractor for further evaluation and all needed repair.



2.2.D Picture 1

**2.3.D** Light on the dining room ceiling was not working at time of inspection, we recommend changing the light bulb first. If the light is still not working, contact a licensed electrician for further evaluation and all needed repair.

## 2(E) . KITCHEN

		F	AN	Y	N	NA	NI	RR	S
2.0.E	DOORS	•							
2.1.E	WINDOWS					•			
2.2.E	CEILING, WALLS & FLOORS	•							
2.3.E	LIGHTS, OUTLETS & SWITCHES							•	•

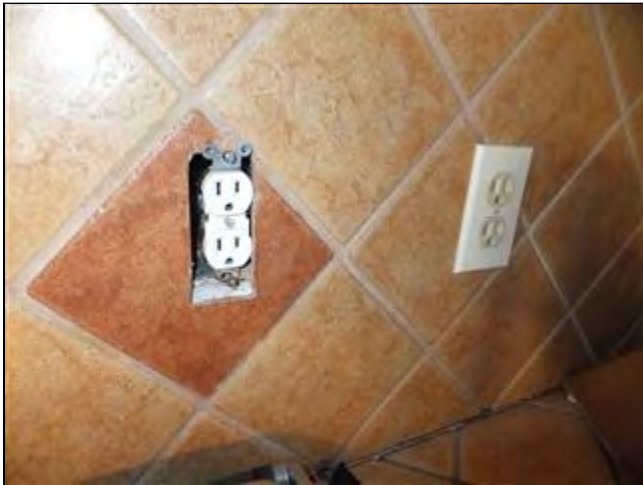
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F AN Y N NA NI RR S

### Comments:

**2.3.E** Kitchen electrical outlet receptacle has reverse polarity, repair is recommend to prevent electrical shock. Contact a qualified handyman for repair.

Electrical outlet cover plate on the wall of the kitchen is missing, we recommend replacing with new cover plate to prevent electrical shock. Contact a qualified handyman for repair.



2.3.E Picture 1



2.3.E Picture 2



2.3.E Picture 3



2.3.E Picture 4

### 3. KITCHEN SINK, CABINETS & APPLIANCES

The home inspector shall observe counters and a representative number of installed cabinets; operate the basic functions of the following kitchen appliances: Permanently installed dishwasher, through its normal cycle; Range, cook top, and permanently installed oven; Trash compactor; Garbage disposal; Ventilation equipment or range hood; and permanently installed microwave oven. The home inspector is not required to observe: Clocks, timers, self-cleaning oven function, or thermostats for calibration or automatic operation; non built-in appliances; or refrigeration units. The home inspector is not required to operate: Appliances in use; or any appliance that is shut down or otherwise inoperable.

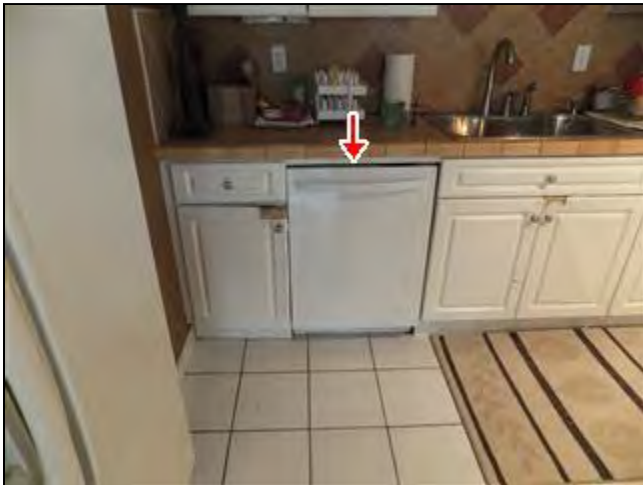
		F	AN	Y	N	NA	NI	RR	S	Styles & Materials
3.0	REFRIGERATOR	•								<b>REFRIGERATOR:</b> KENMORE
3.1	RANGE & WALL OVEN	•								<b>DISHWASHER:</b> LG
3.2	ABOVE THE RANGE MICROWAVE OVEN	•								<b>MICROWAVE OVEN:</b> KENMORE
3.3	DISHWASHER							•	•	<b>WALL OVEN or RANGE:</b> KENMORE
3.4	DISPOSER	•								
3.5	FAUCET AND SPRAY NOZZLE CONDITION		•							
3.6	CONDITION OF PLUMBING UNDER SINK	•								
3.7	CONDITION OF KITCHEN CABINETS							•	•	
3.8	CONDITION OF COUNTERTOP	•								

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F AN Y N NA NI RR S

#### Comments:

**3.3** Dishwasher is non functional, repair is recommended. We recommend contacting a licensed appliance service contractor for further evaluation and repair or replacement.



3.3 Picture 1

**3.7** Kitchen cabinet doors and drawers were not opening or closing properly, adjustment or repair is recommended. Contact a cabinet contractor or qualified handyman for repair.

Kitchen cabinet doors are delaminating, repair is recommended. Contact a cabinet contractor or qualified handyman for repair.



3.7 Picture 1



3.7 Picture 2



3.7 Picture 3



3.7 Picture 4

## 4(A) . MASTER BEDROOM

		F	AN	Y	N	NA	NI	RR	S
4.0.A	DOORS							•	•
4.1.A	WINDOWS					•			
4.2.A	CEILINGS, WALLS & FLOORS	•							
4.3.A	LIGHTS, OUTLETS AND SWITCHES							•	•

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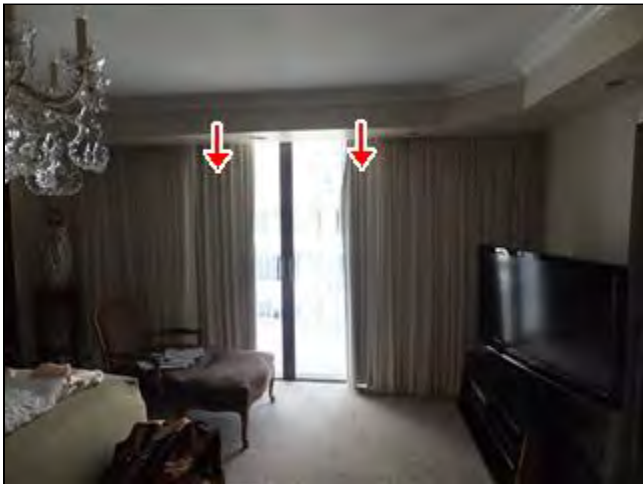
F AN Y N NA NI RR S

### Comments:

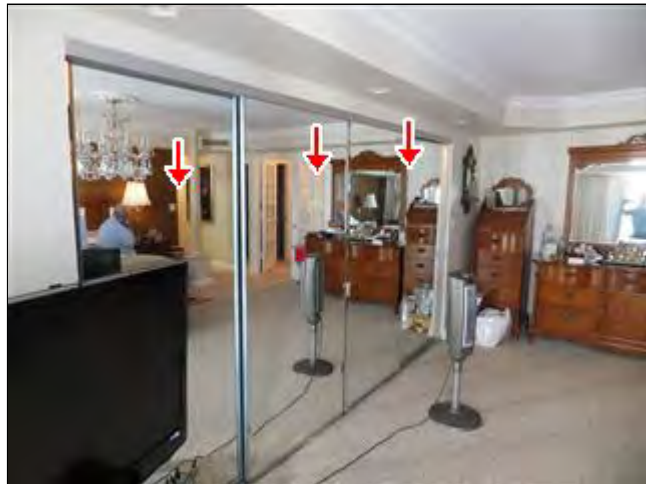
**4.0.A** Master bedroom sliding glass doors are not opening and or closing properly, repair or replacement of rollers and lubrication is recommended. We recommend contacting a licensed door contractor or a qualified handyman for further evaluation and all needed repair.

Lock and latch for sliding glass door in the master bedroom were non functional, repair is recommended. Contact a licensed door contractor or qualified handyman for repair.

Master bedroom closet mirror doors are opening and or closing properly, adjustment, lubrication and or repair is recommended. We recommend contacting a qualified handyman for repair or replacement.

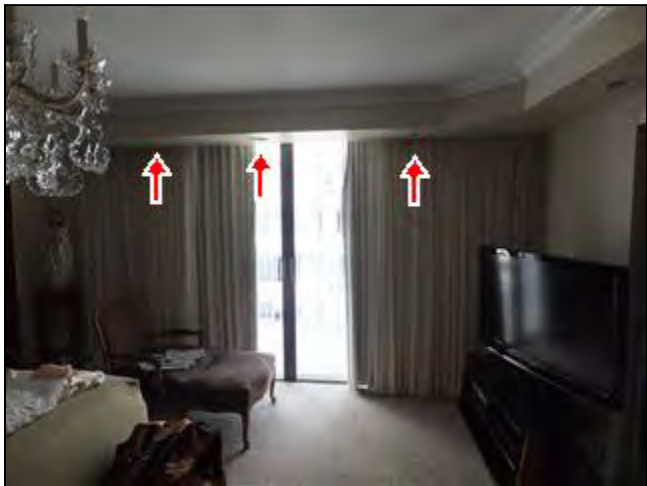


4.0.A Picture 1



4.0.A Picture 2

**4.3.A** Recessed lights on the master bedroom ceiling were not working at time of inspection, we recommend changing the light bulbs first. If the lights are still not working, contact a licensed electrician for further evaluation and all needed repair.



4.3.A Picture 1

## 4(B) . CENTER BEDROOM

		F	AN	Y	N	NA	NI	RR	S
4.0.B	DOORS							•	•
4.1.B	WINDOWS					•			
4.2.B	CEILINGS, WALLS & FLOORS	•							
4.3.B	LIGHTS, OUTLETS AND SWITCHES	•							

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F AN Y N NA NI RR S

### Comments:

**4.0.B** Center bedroom sliding glass doors are not opening and or closing properly, repair or replacement of rollers and lubrication is recommended. We recommend contacting a licensed door contractor or a qualified handyman for further evaluation and all needed repair.

Lock and latch for sliding glass door in the center bedroom were non functional, repair is recommended. Contact a licensed door contractor or qualified handyman for repair.



4.0.B Picture 1

## 4(C) . WEST BEDROOM

		F	AN	Y	N	NA	NI	RR	S
4.0.C	DOORS	•							
4.1.C	WINDOWS	•							
4.2.C	CEILINGS, WALLS & FLOORS	•							
4.3.C	LIGHTS, OUTLETS AND SWITCHES							•	•

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F AN Y N NA NI RR S

### Comments:

**4.3.C** Ceiling fan in the west bedroom is non functional, repair is recommended. We recommend contacting a licensed electrician for further evaluation and all needed repair.



4.3.C Picture 1

## 5(A) . MASTER BATHROOM

		F	AN	Y	N	NA	NI	RR	S
5.0.A	DOORS	•							
5.1.A	WINDOWS					•			
5.2.A	CEILING, WALLS & FLOORS	•							
5.3.A	LIGHTS, OUTLETS AND SWITCHES	•							
5.4.A	SINK FAUCETS AND STOP VALVE							•	•
5.5.A	CONDITION OF SINK BASE AND CABINETRY		•						
5.6.A	DOES SINK PLUMBING OPERATE PROPERLY			•					
5.7.A	DOES TOILET AND OR BIDET OPERATE PROPERLY			•				•	•
5.8.A	DOES SHOWER AND OR BATH DRAIN PROPERLY			•					
5.9.A	SHOWER AND TUB FAUCETS AND STOP VALVE	•							
5.10.A	CAULKING ALONG PERIMETER OF TUB/SHOWER AND FLOOR	•							
5.11.A	EXHAUST FAN					•			

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F AN Y N NA NI RR S

### Comments:

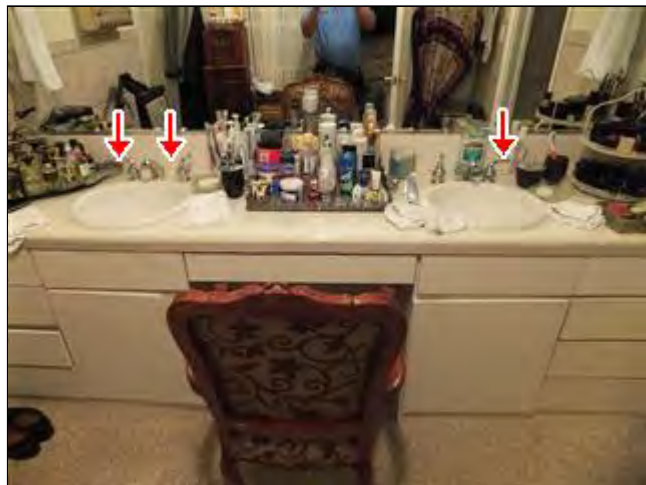
**5.4.A** Master bathroom sinks hot water control handle is non functional, (sink on left, see photos) repair is recommended. We recommend contacting a licensed plumber for further evaluation and all needed repair.

Water pressure at the cold water control handle in the master bathroom is very low, (sink on left, see photos) repair is needed. We recommend contacting a licensed plumber for further evaluation and all needed repair.

Master bathroom sink hot water control handle is loose, (sink on right, see photos) repair is recommended. We recommend contacting a licensed plumber for further evaluation and all needed repair.



5.4.A Picture 1



5.4.A Picture 2

**5.7.A** Master bathroom bidet aerator is missing, replacement is needed. We recommend contacting a qualified handyman for all needed repair.

## 5(B) . HALL BATHROOM

		F	AN	Y	N	NA	NI	RR	S
5.0.B	DOORS	•							
5.1.B	WINDOWS					•			
5.2.B	CEILING, WALLS & FLOORS	•							
5.3.B	LIGHTS, OUTLETS AND SWITCHES	•							
5.4.B	SINK FAUCETS AND STOP VALVE	•							
5.5.B	CONDITION OF SINK BASE AND CABINETRY	•							
5.6.B	DOES SINK PLUMBING OPERATE PROPERLY			•					
5.7.B	DOES TOILET AND OR BIDET OPERATE PROPERLY			•					
5.8.B	DOES SHOWER AND OR BATH DRAIN PROPERLY			•					
5.9.B	SHOWER AND TUB FAUCETS AND STOP VALVE	•							
5.10.B	CAULKING ALONG PERIMETER OF TUB/SHOWER AND FLOOR	•							
5.11.B	EXHAUST FAN					•			

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F AN Y N NA NI RR S

**Comments:**

## 5(C) . HALF BATH

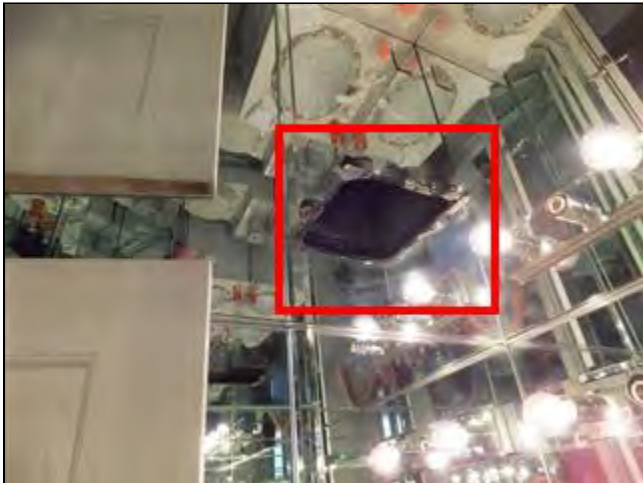
		F	AN	Y	N	NA	NI	RR	S
5.0.C	DOORS	•							
5.1.C	WINDOWS					•			
5.2.C	CEILING, WALLS & FLOORS	•						•	•
5.3.C	LIGHTS, OUTLETS AND SWITCHES	•							
5.4.C	SINK FAUCETS AND STOP VALVE							•	•
5.5.C	CONDITION OF SINK BASE AND CABINETRY	•							
5.6.C	DOES SINK PLUMBING OPERATE PROPERLY			•					
5.7.C	DOES TOILET AND OR BIDET OPERATE PROPERLY			•					
5.8.C	EXHAUST FAN					•			

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F AN Y N NA NI RR S

### Comments:

**5.2.C** Air conditioners register on the half bathroom ceiling is missing, replacement is recommended to help control air flow. We recommend contacting a a qualified handyman for repair.



5.2.C Picture 1

**5.4.C** Half bathroom sink cold water control handle is loose, repair is recommended. We recommend contacting a licensed plumber for further evaluation and all needed repair.



5.4.C Picture 1

## 6. ELECTRICAL SYSTEM

		F	AN	Y	N	NA	NI	RR	S	Styles & Materials
6.0	MAIN SERVICE PANEL ( exterior )						•			<b>ELECTRICAL</b>
6.1	SERVICE BREAKER PANEL BOX ( interior )							•	•	<b>CONDUCTORS:</b> METER ROOM (building maintenance)
6.2	CONDITION OF WIRING, CIRCUITS, OR FUSES INSIDE MAIN PANEL (Branch circuit conductors, Over-current devices)		•							<b>PANEL CAPACITY:</b> 150 AMP
6.3	LOCATION OF MAIN AND DISTRIBUTION PANELS	•								<b>PANEL TYPE:</b> CIRCUITS
6.4	ARE SMOKE DETECTORS PRESENT IN HOME			•				•	•	
6.5	CONNECTED DEVICES, FIXTURES OR LOOSE WIRING (Observed from a representative number operation of ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling's exterior walls)	•								

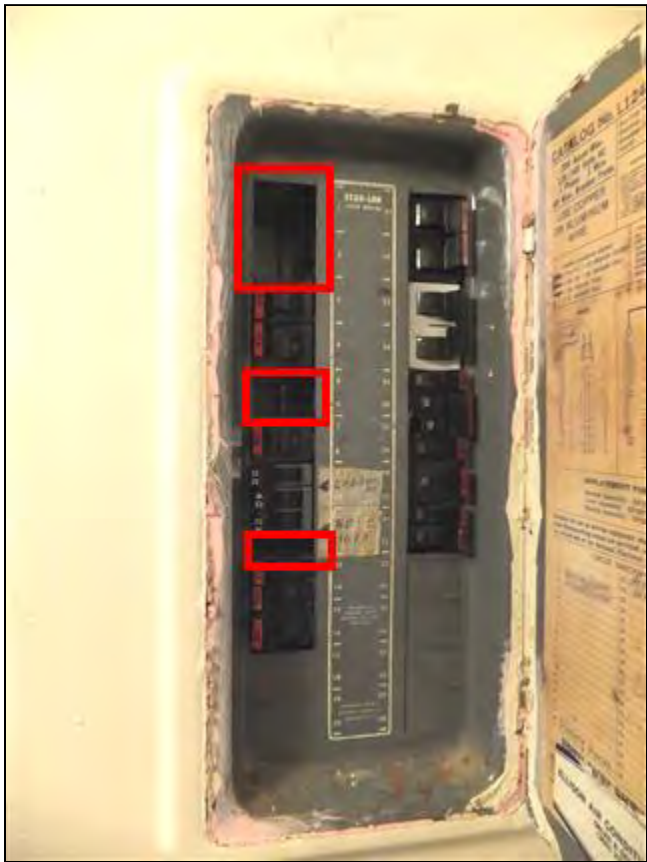
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### Comments:

**6.0** Inspector had no access to meter room where the main service breaker box and meter are located. Contact the Condominium Association Maintenance Department for access. FYI: Meters and disconnect breaker panel are normally maintained by the Condominium Association Maintenance Department.

**6.1** Three breaker blanks are missing at breaker panel, repair is recommended to prevent electrical shock. Contact a qualified handyman for repair.



6.1 Picture 1

**6.2** Interior electrical service panel box, conductors and breakers appeared to be in functional condition, NO defects were observed at time of inspection.

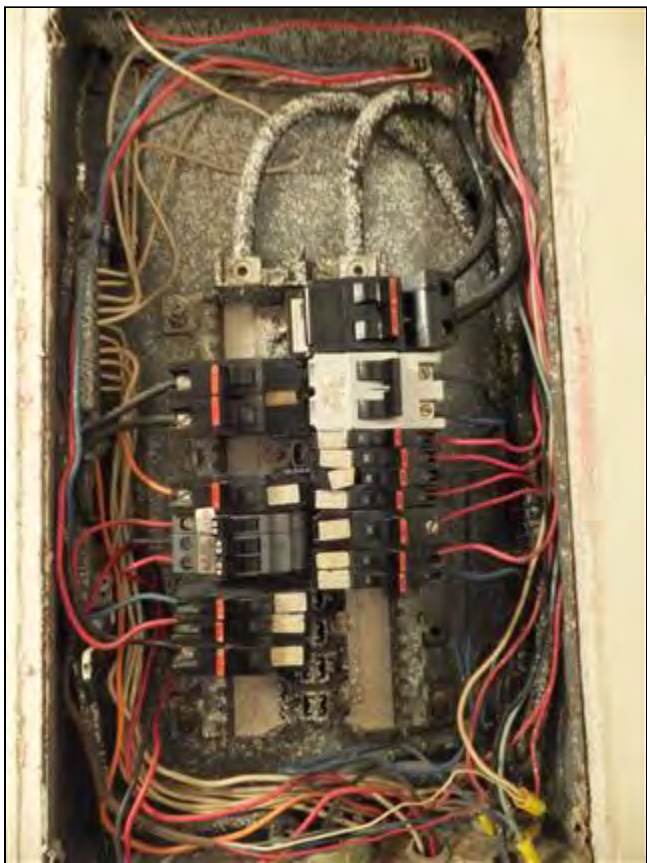
NOTE: Federal Pacific service panels and breakers have been recalled, are a latent hazard, and can fail to trip in response to overcurrent, leading to electrical fires. The breakers may also fail to shut off internally even if the toggle is switched to the " off " position.

There are other panel-defects independent of the breaker problems, panel and panel-bus fires and arcing failures in some equipment. The failure rate for these circuit breakers were and still are significant. In some cases failure to trip occurs 60% of the time- a serious and electrical shock-fire hazard.

We recommend contacting a licensed electrician prior to closing for further evaluation of the electrical equipment to reduce associated hazards and promote safety.

**Please see following links regarding the recall of Federal Pacific or Zinsco breakers and breaker boxes:**

<http://inspectapedia.com/fpe/fpepanel.htm> and [http://inspectapedia.com/fpe/FPE\\_CPSC\\_2011.pdf](http://inspectapedia.com/fpe/FPE_CPSC_2011.pdf)



6.2 Picture 1



6.2 Picture 2



6.2 Picture 3

**6.4** Sensors in smoke and or fire detectors typically last only a few years. We recommend installing new smoke - fire detectors to help ensure your safety and prevent injury.

## 7. PLUMBING SYSTEM

The home inspector shall observe: Interior water supply and distribution system, including: piping materials; fixtures and faucets; functional flow; leaks; Interior drain, waste, and functional drainage; Hot water systems including: water heating equipment; normal operating controls; automatic safety controls; and chimneys, flues, and vents. The home inspector shall describe: Water supply and distribution piping materials; Drain, waste, when visible; Water heating equipment; The home inspector shall operate all plumbing fixtures, including their faucets and all exterior faucets attached to the house, except where the flow end of the faucet is connected to an appliance. The home inspector is not required to: State the effectiveness of anti-siphon devices; Determine whether water supply and waste disposal systems are public or private; Operate automatic safety controls; Operate any valve, fixture faucets, and hose faucets; Observe: Water conditioning systems; Fire sprinkler systems; On-site water supply quantity and quality; On-site waste disposal systems; Foundation irrigation systems; Spas, buried swimming pools pipes; Solar water heating equipment; or Observe the system for proper sizing, design, or use of proper materials.

		F	A	N	Y	N	NA	NI	RR	S	Styles & Materials
7.0	WATER HEATER	•									<b>PLUMBING SUPPLY:</b> COPPER
7.1	WAS THE MAIN WATER VALVE LOCATED	•		•							<b>DISTRIBUTION:</b> NOT VISIBLE
7.2	IS WATER HEATER WIRING SECURED PROPERLY					•			•	•	<b>WATER SOURCE:</b> PUBLIC
7.3	IS THE T&P VALVE PIPED WITHIN 6 INCHES OF FLOOR			•							<b>WATER HEATER POWER</b>
7.4	FUNCTIONAL FLOW (water pressure and volume)	•									<b>SOURCE:</b> ELECTRIC
7.5	INTERIOR DRAIN, WASTE AND VENT SYSTEMS	•									<b>CAPACITY:</b> 30 GALLON
7.6	INTERIOR WATER SUPPLY AND DISTRIBUTION SYSTEMS AND FIXTURES	•									<b>HOT WATER HEATER</b> <b>MANUFACTURER:</b> HOTPOINT <b>AGE OF HOT WATER</b> <b>HEATER:</b> 2005

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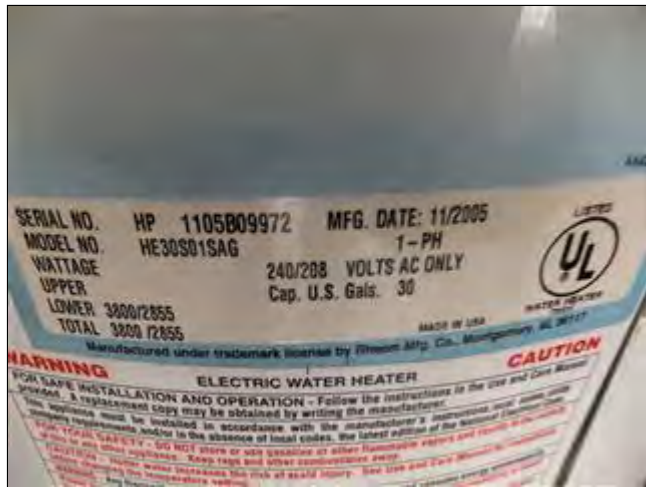
F A N Y N NA NI RR S

### Comments:

**7.0** Hot water heater was in functional condition at time of inspection, no leaks were observed, and water temperature was set at +/- 115 degrees.



7.0 Picture 1



7.0 Picture 2

**7.1** The water main shut off valve is located in the utility closet above the hot water heater. No defects or leaks were observed at water main line or valve at time of inspection.



7.1 Picture 1

**7.2** Coverplate at the electrical wire clamp is loose (at the hot water heater, see photo). Contact a qualified handyman for repair.



7.2 Picture 1



7.2 Picture 2

## 8. CENTRAL AIR CONDITIONING

The home inspector shall observe: Central air conditioning and permanently installed cooling systems including: cooling and air handling equipment; and normal operating controls. air filters, registers, fan-coil units; and the presence of an installed cooling source in each room. The home inspector will test the air conditioners system by checking the temperature differential to determine weather the central air conditioning unit is cooling properly at time of inspection. The home inspector shall describe: Energy sources; and cooling equipment type. The home inspector shall operate the systems using normal operating controls. The home inspector is not required to: inspect package wall units or ceiling pancake a/c evaporator coils , roof top a/c compressors , observe window air conditioners; or operate cooling systems when weather conditions or other circumstances may cause equipment damage; observe non-central air conditioners ( wall or window units ) ; or observe the uniformity or adequacy of cool-air supply to the various rooms.

		F	AN	Y	N	NA	NI	RR	S	Styles & Materials
8.0	COOLING AND AIR HANDLER EQUIPMENT	•								<b>NUMBER OF A/C UNITS:</b> ONE
8.1	CONDITION OF THERMOSTATS	•								<b>CENTRAL AIR</b>
8.2	CONDITION OF CONDENSER	•								<b>MANUFACTURER : AIR</b>
8.3	CONDITION OF AIR HANDLER	•								<b>HANDLER:</b> BARD
8.4	CONDITION OF EVAPORATOR COILS						•			<b>AIR HANDLERS</b>
8.5	PRESENCE OF INSTALLED COOLING SOURCE IN EACH ROOM	•								<b>MANUFACTURES DATE::</b> 2006
8.6	HEATING SYSTEM	•								<b>SIZE OF A/C UNIT:</b> 3 TON

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F AN Y N NA NI RR S

**Comments:**

**8.0** Ambient air test was performed by using thermometers at the air handler on this Package Air Conditioning system to determine if the difference in temperatures of the supply and return air are between 14 degrees and 22 degrees which indicates the air conditioning unit is cooling as intended. The supply air temperature on your system read + / - 55 degrees, and the return air temperature was + / - 75 degrees. This indicates the range in temperature drop is normal for this air conditioning system.



8.0 Picture 1



8.0 Picture 2



8.0 Picture 3

**8.4** Inspector had limited access and was unable to visually inspect the evaporator coils on this air handler that is package air conditioning system. Due to the location and design of this air handler, inspection of the evaporate coils is a " technician inspection" requiring a licensed air conditioning service contractor.

## 9. STRUCTURAL COMPONENTS

The Home Inspector shall observe and report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components; and structural components including foundations, floors, walls, ceilings and roof. The home inspector shall describe the type of Foundation, floor structure, wall structure, ceiling structure, roof structure when visible. The home inspector shall: Probe structural components where deterioration is suspected; Move insulation where readily visible evidence indicates the need to do so; Enter attic spaces except when access is obstructed, when entry could damage the property, or when dangerous or adverse situations are suspected; Report the methods used to observe attics; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components. The home inspector is not required to: Enter any area or perform any procedure that may damage the property or its components or be dangerous to or adversely effect the health of the home inspector or other persons.

		F	AN	Y	N	NA	NI	RR	S	Styles & Materials
9.0	FLOOR STRUCTURE	•								<b>FOUNDATION:</b> NOT VISIBLE
9.1	FOUNDATION WALLS	•								<b>FLOOR STRUCTURE:</b> SLAB NOT VISIBLE
9.2	ANY LARGE SETTLEMENT CRACKS				•					<b>WALL STRUCTURE:</b> MASONRY NOT VISIBLE BLOCK

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**Comments:**

## 10. LAUNDRY ROOM, AREA or CLOSET

		F	AN	Y	N	NA	NI	RR	S
10.0	DOORS							•	•
10.1	WINDOW					•			
10.2	CEILING, WALLS & FLOORS		•						
10.3	LIGHTS, OUTLETS AND SWITCHES	•							
10.4	WASHER & DRYER							•	•
10.5	SINK & CABINETS					•			

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F AN Y N NA NI RR S

### Comments:

**10.0** Laundry closet pocket door is not opening or closing properly, repair is recommend. We recommend contacting a carpenter for further evaluation and all needed repair.

**10.4** Washing machine door hinge is damaged, repair is recommended. We recommend contacting a licensed appliance service contractor for further evaluation and all needed repair.

NOTE: the dryer exhaust vents into a ventless kit on top of dryer.



10.4 Picture 1



10.4 Picture 2

## General Summary



**Allstate Home Inspections, Inc.**

**500 South Cypress Road  
Pompano Beach, Florida 33060  
Office: (954) 232-3879  
www.allstateinspections.com  
Office@AllstateInspections.com**

### **Customer**

Mrs. Mary Florys Samuely Lund-Hansen  
Mr. Thomas Lund-Hansen

### **Address**

1440 Brickell Bay Drive  
Brickell Shores, PH 3  
Miami, Florida 33131

The following items or discoveries indicate that these systems or components do not function as intended or adversely affects the habitability of the dwelling; or appear to warrant further investigation by a specialist, or requires subsequent observation. This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function, efficiency, or safety of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

## 1. PATIO, BALCONY & DECKS

### 1.0 CEILING & WALLS

#### **REPAIR OR REPLACE**

contact the condominium association maintenance department

Small section of damaged stucco- concrete was observed on the front balcony wall (see photos 1 & 2) , repair is recommended. We recommend contacting the condominium association maintenance department for further evaluation and all needed repair.

Settlement cracks were observed on the rooftops patio walls. (see photo # 3) We recommend contacting the condominium association maintenance department for further evaluation and all needed repairs

### 1.1 DOORS & WINDOWS

#### **REPAIR OR REPLACE**

\$400 - \$500

Rooftop patio storage closet door, door jams and trim have severe wood rot damage, due to the age and condition of the door, replacement is recommend. We recommend contacting a licensed carpenter or a door contractor for further evaluation and all needed repairs.

## 2(A). ENTRANCE HALLWAY

### 2.0.A DOORS

#### REPAIR OR REPLACE

\$150 - \$200

Front entrance door handle is loose, repair is recommended. We recommend contacting a qualified handyman for repair.

Entrance hallway closet mirror doors are damaged ( mirror panels are cracked ). Replacement of mirror panels is recommended to prevent injury. We recommend contacting a qualified handyman for repair or replacement.

## 2(B). LIVING ROOM

### 2.0.B DOORS

#### REPAIR OR REPLACE

\$125 - \$150

Access to exterior door (living room to rear balcony) was blocked off, wall was remodeled and covered with mirror panels (see photo 1 & 2). Inspector was unable to open door at time of inspection

Living room mirror bifold closet doors are difficult to open and or close, adjustment, lubrication and or repair is recommended. We recommend contacting a qualified handyman for further evaluation and all needed repair.

### 2.1.B WINDOWS

#### REPAIR OR REPLACE

\$75 - \$100 each window

Living room windows (all 5, see photo) do not open and or close properly, repair is recommended. We recommend contacting a licensed window contractor for further evaluation and all needed repair.

## 2(C). FAMILY ROOM

### 2.0.C DOORS

#### REPAIR OR REPLACE

\$250 - \$300

Family room sliding glass doors are not opening and or closing properly, repair or replacement of rollers and lubrication is recommended. We recommend contacting a licensed door contractor or a qualified handyman for further evaluation and all needed repair.

Lock and latch for sliding glass door in the family room were non functional, repair is recommended. Contact a licensed door contractor or qualified handyman for repair.

### 2.1.C WINDOWS

#### REPAIR OR REPLACE

contact licensed contractor for further evaluation

The seal on the double pane glass windows in the family room was compromised (foggy or trapped moisture), repair is recommended. We recommend contacting a licensed window contractor for further evaluation and all needed repair.

Water stains were observed on the family room wall below the windows, area was tested for moisture with moisture meter, **no moisture was detected** at time of inspection. We recommend caulking around windows, interior and exterior, to prevent insects and or water penetration. We recommend contacting the Condominium Association maintenance department or a waterproofing contractor for further evaluation and all needed repair..

## 2(D). DINING ROOM

### 2.0.D DOORS

## 2(D). DINING ROOM

### REPAIR OR REPLACE

\$200 - \$300

Dining room sliding glass doors are not opening and or closing properly, repair or replacement of rollers and lubrication is recommended. We recommend contacting a licensed door contractor or a qualified handyman for further evaluation and all needed repair.

Lock and latch for sliding glass door in the dining room were non functional, repair is recommended. Contact a licensed door contractor or qualified handyman for repair.

### 2.2.D CEILING, WALLS & FLOORS

#### REPAIR OR REPLACE

\$150 - \$200

Mirror panel was cracked and or damaged on dining room wall, repair is recommended to prevent injury. Contact a glass enclosure or mirror service contractor for further evaluation and all needed repair.

### 2.3.D LIGHTS, OUTLETS & SWITCHES

#### REPAIR OR REPLACE

\$75 - \$100

Light on the dining room ceiling was not working at time of inspection, we recommend changing the light bulb first. If the light is still not working, contact a licensed electrician for further evaluation and all needed repair.

## 2(E). KITCHEN

### 2.3.E LIGHTS, OUTLETS & SWITCHES

#### REPAIR OR REPLACE

\$75 - \$100

Kitchen electrical outlet receptacle has reverse polarity, repair is recommend to prevent electrical shock. Contact a qualified handyman for repair.

Electrical outlet cover plate on the wall of the kitchen is missing, we recommend replacing with new cover plate to prevent electrical shock. Contact a qualified handyman for repair.

## 3. KITCHEN SINK, CABINETS & APPLIANCES

### 3.3 DISHWASHER

#### REPAIR OR REPLACE

\$150 - \$200

Dishwasher is non functional, repair is recommended. We recommend contacting a licensed appliance service contractor for further evaluation and repair or replacement.

### 3.7 CONDITION OF KITCHEN CABINETS

#### REPAIR OR REPLACE

\$300 - \$400

Kitchen cabinet doors and drawers were not opening or closing properly, adjustment or repair is recommended. Contact a cabinet contractor or qualified handyman for repair.

Kitchen cabinet doors are delaminating, repair is recommended. Contact a cabinet contractor or qualified handyman for repair.

## 4(A). MASTER BEDROOM

### 4.0.A DOORS

#### REPAIR OR REPLACE

\$250 - \$300

Master bedroom sliding glass doors are not opening and or closing properly, repair or replacement of rollers and lubrication is recommended. We recommend contacting a licensed door contractor or a qualified handyman for further evaluation and all needed repair.

## 4(A). MASTER BEDROOM

Lock and latch for sliding glass door in the master bedroom were non functional, repair is recommended. Contact a licensed door contractor or qualified handyman for repair.

Master bedroom closet mirror doors are opening and or closing properly, adjustment, lubrication and or repair is recommended. We recommend contacting a qualified handyman for repair or replacement.

### 4.3.A LIGHTS, OUTLETS AND SWITCHES

#### REPAIR OR REPLACE

\$50 - \$75

Recessed lights on the master bedroom ceiling were not working at time of inspection, we recommend changing the light bulbs first. If the lights are still not working, contact a licensed electrician for further evaluation and all needed repair.

## 4(B). CENTER BEDROOM

### 4.0.B DOORS

#### REPAIR OR REPLACE

\$250 - \$300

Center bedroom sliding glass doors are not opening and or closing properly, repair or replacement of rollers and lubrication is recommended. We recommend contacting a licensed door contractor or a qualified handyman for further evaluation and all needed repair.

Lock and latch for sliding glass door in the center bedroom were non functional, repair is recommended. Contact a licensed door contractor or qualified handyman for repair.

## 4(C). WEST BEDROOM

### 4.3.C LIGHTS, OUTLETS AND SWITCHES

#### REPAIR OR REPLACE

\$100 - \$125

Ceiling fan in the west bedroom is non functional, repair is recommended. We recommend contacting a licensed electrician for further evaluation and all needed repair.

## 5(A). MASTER BATHROOM

### 5.4.A SINK FAUCETS AND STOP VALVE

#### REPAIR OR REPLACE

\$200 - \$250

Master bathroom sinks hot water control handle is non functional, (sink on left, see photos) repair is recommended. We recommend contacting a licensed plumber for further evaluation and all needed repair.

Water pressure at the cold water control handle in the master bathroom is very low, (sink on left, see photos) repair is needed. We recommend contacting a licensed plumber for further evaluation and all needed repair.

Master bathroom sink hot water control handle is loose, (sink on right, see photos) repair is recommended. We recommend contacting a licensed plumber for further evaluation and all needed repair.

### 5.7.A DOES TOILET AND OR BIDET OPERATE PROPERLY

#### Yes, REPAIR OR REPLACE

\$25 - \$30

Master bathroom bidet aerator is missing, replacement is needed. We recommend contacting a qualified handyman for all needed repair.

## 5(C). HALF BATH

### 5.2.C CEILING, WALLS & FLOORS

#### FUNCTIONAL, REPAIR OR REPLACE

\$75 - \$100

Air conditioners register on the half bathroom ceiling is missing, replacement is recommended to help control air flow. We recommend contacting a a qualified handyman for repair.

### 5.4.C SINK FAUCETS AND STOP VALVE

#### REPAIR OR REPLACE

\$100 - \$125

Half bathroom sink cold water control handle is loose, repair is recommended. We recommend contacting a licensed plumber for further evaluation and all needed repair.

## 6. ELECTRICAL SYSTEM

### 6.1 SERVICE BREAKER PANEL BOX ( interior )

#### REPAIR OR REPLACE

\$25 - \$30

Three breaker blanks are missing at breaker panel, repair is recommended to prevent electrical shock. Contact a qualified handyman for repair.

### 6.4 ARE SMOKE DETECTORS PRESENT IN HOME

#### Yes, REPAIR OR REPLACE

\$50 - \$100

Sensors in smoke and or fire detectors typically last only a few years. We recommend installing new smoke - fire detectors to help ensure your safety and prevent injury.

## 7. PLUMBING SYSTEM

### 7.2 IS WATER HEATER WIRING SECURED PROPERLY

#### No, REPAIR OR REPLACE

\$25 - \$30

Coverplate at the electrical wire clamp is loose (at the hot water heater, see photo). Contact a qualified handyman for repair.

## 10. LAUNDRY ROOM, AREA or CLOSET

### 10.0 DOORS

#### REPAIR OR REPLACE

\$125 - \$150

Laundry closet pocket door is not opening or closing properly, repair is recommend. We recommend contacting a carpenter for further evaluation and all needed repair.

### 10.4 WASHER & DRYER

#### REPAIR OR REPLACE

\$125 - \$150

Washing machine door hinge is damaged, repair is recommended. We recommend contacting a licensed appliance service contractor for further evaluation and all needed repair.

NOTE: the dryer exhaust vents into a ventless kit on top of dryer.

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Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or

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guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

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## INVOICE

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Pompano Beach, Florida 33060  
Office: (954) 232-3879  
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Office@AllstateInspections.com  
Inspected By: Walter Fitzpatrick

Inspection Date: 6/11/2012  
Report ID: 120611-2WF

Customer Info:	Inspection Property:
Mrs. Mary Florys Samuely Lund-Hansen Mr. Thomas Lund-Hansen  <b>Customer's Real Estate Professional:</b> Maripaz Pereira Fortune International Realty	1440 Brickell Bay Drive Brickell Shores, PH 3 Miami, Florida 33131

### Inspection Fee:

Service	Price	Amount	Sub-Total
Condominium Inspection: 3 Bedrooms, 2 Bathrooms 2000-2500 sq ft	345.00	1	345.00
			<b>Tax \$0.00</b>
			<b>Total Price \$345.00</b>

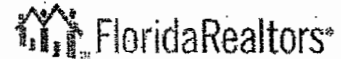
**Payment Method:** Check # 157

**Payment Status:** Paid in full at time of inspection, THANK YOU..We appreciate your business.....Allstate Home Inspections

**Note:** If you have any questions, please feel free to call my office at 954-232-3879 or e-mail me at office@allstateinspections.com.. We appreciate your business.....Thanks again, Walter

# Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1\* **PARTIES:** Maria E. Enriquez ("Seller"),  
2\* and Thomas Lund-Hansen & Mary Florys Samuely Lund-Hansen ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and  
5 any riders and addenda ("Contract");

## 1. PROPERTY DESCRIPTION:

6 (a) Street address, city, zip: 1440 Brickell Bay Dr. unit Ph 3 Miami FL 33130  
7\*  
8\* (b) Property is located in: Miami-Dade County, Florida. Real Property Tax ID No: 01-41-39-028-0790  
9\* (c) Legal description of the Real Property: BRICKELL SHORES CONDO 4 INT IN COMMON ELEMENTS 2 UNIT PH3 5  
10\* OFF REC 10159-0200 3 UNDIV 1.90%

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and  
12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

13 (d) Personal Property: The following items owned by Seller and existing on the Property as of the date  
14 of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s),  
15 disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door  
16 openers, and security gate and other access devices; and (ii) those additional items checked below. If  
17 additional details are necessary, specify below. **If left blank, the item below is not included:**

<input checked="" type="checkbox"/> Refrigerator(s)	<input checked="" type="checkbox"/> Smoke detector(s)	<input type="checkbox"/> Pool barrier/fence	<input type="checkbox"/> Storage shed
<input checked="" type="checkbox"/> Microwave oven	<input type="checkbox"/> Security system	<input type="checkbox"/> Pool equipment	<input type="checkbox"/> TV antenna/satellite dish
<input checked="" type="checkbox"/> Washer	<input type="checkbox"/> Window/wall a/c	<input type="checkbox"/> Pool heater	<input type="checkbox"/> Water softener/purifier
<input checked="" type="checkbox"/> Dryer	<input type="checkbox"/> Generator	<input type="checkbox"/> Spa or hot tub with heater	<input checked="" type="checkbox"/> Storm shutters and panels
<input type="checkbox"/> Stand-alone ice maker		<input type="checkbox"/> Above ground pool	

18 The only other items of Personal Property included in this purchase, and any additional details regarding  
19 Personal Property, if necessary, are: \_\_\_\_\_

20  
21 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

22\* (e) The following items are excluded from the purchase: \_\_\_\_\_

23\*  
24\* **2. PURCHASE PRICE (U.S. currency):** ..... \$ 350,000.00

25\* (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** \$ 8,000.00

26 The initial deposit made payable and delivered to "Escrow Agent" named below

27\* **(CHECK ONE):** ☐ accompanies offer or ☒ is to be made upon acceptance (Effective Date)  
28\* or ☐ is to be made within \_\_\_\_\_ (if blank, then 3) days after Effective Date

29\* Escrow Agent Information: Name: Mark Hutner Law Firm PLLC

30\* Address: 3191 Coral Way suite 504 Miami FL Phone: 786-272-5300

31\* E-mail: mark@hutnerlawfirm.com Fax: 786-866-5658

32\* (b) Additional deposit to be delivered to Escrow Agent within 10 (if blank, then 3) days after Effective Date ..... \$ 8,000.00

33\* (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

34 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... 280,000.00

35\* (d) Other: ..... \$ \_\_\_\_\_

36\* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... \$ 54,000.00

37 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

## 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

38\* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before Mar 22, 2012

39\* this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer.

40 Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day  
41 the counter-offer is delivered.

42\* (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or  
43 initialed this offer or final counter-offer ("Effective Date").

44 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur  
45 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered  
46 ("Closing") on May 31, 2012 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials TH MF  
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Seller's Initials ME

50 **5. EXTENSION OF CLOSING DATE:**

- 51 (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA)  
52 notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements,  
53 not to exceed 7 days.
- 54 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes:  
55 (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners'  
56 insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days  
57 after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind,  
58 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not  
59 occurred within \_\_\_\_\_ (if left blank, 14) days after Closing Date, then either party may terminate this  
60 Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby  
61 releasing Buyer and Seller from all further obligations under this Contract.

62 **6. OCCUPANCY AND POSSESSION:**

63 Unless otherwise stated herein, Seller shall, at Closing, have removed all  
64 personal items and trash from the Property and shall deliver occupancy and possession, along with all keys,  
65 garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or  
66 occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant  
67 to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from  
68 date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have  
69 accepted Property in its existing condition as of time of taking occupancy, except with respect to any items  
70 identified by Buyer pursuant to Paragraph 12 prior to taking occupancy which require repair, replacement,  
71 treatment or remedy.

72 **7. ASSIGNABILITY: (CHECK ONE)**

73 ☐ Buyer may assign and thereby be released from any further liability  
74 under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign  
75 this Contract.

76 **FINANCING**

77 **8. FINANCING:**

78 ☐ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency  
79 to Buyer's obligation to close.

80 ☒ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☒ FHA  
81 ☐ VA loan on the following terms within \_\_\_\_\_ (if blank, then 30) days after Effective Date ("Loan  
82 Commitment Date") for: **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in  
83 the principal amount of \$\_\_\_\_\_ or \_\_\_\_\_% of the Purchase Price, at an initial interest rate  
84 not to exceed \_\_\_\_\_% (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a  
85 term of \_\_\_\_\_ years ("Financing").

86 Buyer will make mortgage loan application for the Financing within \_\_\_\_\_ (if blank, then 5) days after  
87 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing  
88 ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about  
89 the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and  
90 Buyer's lender to disclose such status and progress to Seller and Broker.

91 If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written  
92 notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all  
93 further obligations under this Contract.

94 If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of  
95 this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by  
96 delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and  
97 Seller from all further obligations under this Contract.

98 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not  
99 thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default;  
100 (2) Property related conditions of the Loan Commitment have not been met (except when such conditions  
101 are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is  
102 insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of  
103 Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller  
104 from all further obligations under this Contract.

103 ☐ (c) Assumption of existing mortgage (see rider for terms).

104 ☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

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## CLOSING COSTS, FEES AND CHARGES

### 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

#### (a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Other:
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees

Seller will pay the following amounts/percentages of the Purchase Price for the following costs and expenses:  
(i) up to \$\_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) for General Repair Items ("General Repair Limit"); and  
(ii) up to \$\_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) for WDO treatment and repairs ("WDO Repair Limit"); and  
(iii) up to \$\_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) for costs associated with closing out open or expired building permits and obtaining required building permits for any existing improvement for which a permit was not obtained ("Permit Limit").

If, prior to Closing, Seller is unable to meet the Maintenance Requirement as required by Paragraph 11 or the repairs, replacements, treatments or permitting as required by Paragraph 12, then, sums equal to 125% of estimated costs to complete the applicable item(s) (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any) shall be escrowed at Closing. If actual cost of required repairs, replacements, treatment or permitting exceed applicable escrowed amounts, Seller shall pay such actual costs (but, not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above). Any unused portion of escrowed amount(s) shall be returned to Seller.

#### (b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Other:
- Loan expenses
- Appraisal fees
- Buyer's inspections
- Buyer's attorneys' fees
- All property related insurance

(c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below **(CHECK ONE):**

- ☒ (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or  
☐ (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$\_\_\_\_\_ (if blank, \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an

improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. If special assessments may be paid in installments (CHECK ONE):

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☒ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

#### DISCLOSURES

#### 10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer.

#### PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, and those repairs, replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance Requirement").

#### 12. PROPERTY INSPECTION AND REPAIR:

(a) **INSPECTION PERIOD:** By the earlier of 15 days after Effective Date or 5 days prior to Closing Date ("Inspection Period"), Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" Inspections described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d) below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract does not close, Buyer will repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.

Buyer's Initials TSK  
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**(b) GENERAL PROPERTY INSPECTION AND REPAIR:**

(i) **General Inspection:** Those items specified in Paragraph 12(b)(ii) below, which Seller is obligated to repair or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by delivering to Seller either a written notice or a copy of the portion of Professional Inspector's written report dealing with such items.

(ii) **Property Condition:** The following items shall be free of leaks, water damage or structural damage: ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical, security, sprinkler, septic and plumbing systems and machinery, seawalls, and dockage, are, and shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles will be repaired or replaced by Seller prior to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic imperfections that do not affect Working Condition of the item, including, but not limited to, pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage.

(iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to bring items into the condition specified in Paragraph 12(b)(ii) above. Seller will, within 5 days after receipt of Buyer's written notice or General Inspection report, either have the reported repairs to General Repair Items estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and equally split the cost of, a third Professional Inspector, whose written report will be binding on the parties.

If costs to repair General Repair Items equals or is less than the General Repair Limit, Seller will have repairs made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the excess by delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's continuing Maintenance Requirement. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**(c) WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:**

(i) **WDO Inspection:** The Property may be inspected by a Florida-licensed pest control business ("WDO Inspector") to determine the existence of past or present WDO infestation and damage caused by infestation ("WDO Inspection"). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector's written report to Seller if any evidence of WDO infestation or damage is found. "Wood Destroying Organism" ("WDO") means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.

(ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer's WDO Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller will, within 5 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a copy delivered to Buyer. Seller will have treatments and repairs made in accordance with Paragraph 12(f) below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer does not deliver such written notice to Seller, then either party may terminate this

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Seller's Initials

Contract by written notice to the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**(d) INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**

(i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to determine whether there exist any open or expired building permits or unpermitted improvements to the Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the existence of any open or expired building permits or unpermitted improvements to the Property.

(ii) **Close-Out of Building Permits:** Seller will, within 5 days after receipt of Buyer's Permit Inspection notice, have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit have open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing Date, Seller will provide Buyer with any written documentation that all open and expired building permits identified by Buyer or known to Seller have been closed out and that Seller has obtained required building permits for improvements to the Property. If final permit inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

If cost to close open or expired building permits or to remedy any permit violation of any governmental entity exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(e) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all other contractual obligations.

**(f) REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:**

All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

**ESCROW AGENT AND BROKER**

**13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

**14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate

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professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

#### DEFAULT AND DISPUTE RESOLUTION

##### 15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

##### 16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter.

This Paragraph 16 shall survive Closing or termination of this Contract.

##### 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

#### STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

##### 18. STANDARDS:

###### A. TITLE:

- (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

392  
393 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or  
394 before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the  
395 amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject  
396 only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions  
397 and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise  
398 common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted  
399 public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to  
400 rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)  
401 assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that,  
402 unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing and none prevent use of the  
403 Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above,  
404 then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title  
405 Standards adopted by authority of The Florida Bar and in accordance with law.  
406 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify  
407 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it  
408 is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after  
409 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")  
410 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller,  
411 Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will  
412 deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will  
413 close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's  
414 notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of  
415 Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days  
416 within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure  
417 Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date  
418 has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or  
419 (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from  
420 all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects,  
421 and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
422 thereby releasing Buyer and Seller from all further obligations under this Contract.  
423 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
424 encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable  
425 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such  
426 matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than  
427 Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey  
428 shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior  
429 survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the  
430 preparation of such prior survey, to the extent the affirmations therein are true and correct.  
431 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
432 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.  
433 **D. LEASES:** Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and  
434 estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent  
435 and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease  
436 Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by  
437 Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s)  
438 to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver  
439 written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing  
440 Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
441 further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who  
442 shall assume Seller's obligation thereunder.  
443 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting: (i) to the absence of any financing  
444 statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs  
445 to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or  
446 repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general  
447 contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all  
448 such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for  
449 improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid  
450 or will be paid at Closing.  
451 **F. TIME:** Calendar days shall be used in computing time periods. Any time periods provided for in this Contract

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

452

453 which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m.  
454 (where the Property is located) of the next business day. Time is of the essence in this Contract.

455 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be  
456 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or  
457 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual  
458 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of  
459 Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in  
460 part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force  
461 Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent  
462 performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this  
463 Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer  
464 and Seller from all further obligations under this Contract.

465 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,  
466 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described  
467 in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by  
468 absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

469 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

470 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the  
471 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title  
472 insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

473 (ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale,  
474 certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective  
475 instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract.  
476 Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements,  
477 survey, base elevation certification, and other documents required by Buyer's lender.

478 (iii) **PROCEDURE:** The deed shall be recorded upon COLLECTION of all closing funds. If the Title  
479 Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the  
480 escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to**  
481 **COLLECTION** of all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to  
482 Seller.

483 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide  
484 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow  
485 and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period  
486 of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable; through no fault of Buyer, Buyer  
487 shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt  
488 of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds  
489 paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with  
490 such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to  
491 Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the  
492 Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be  
493 available to Buyer by virtue of warranties contained in the deed or bill of sale.

494 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of  
495 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes  
496 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents  
497 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in  
498 which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by  
499 prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to  
500 Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current  
501 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing  
502 occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be  
503 prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then  
504 taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of  
505 year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated  
506 based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which,  
507 request shall be made to the County Property Appraiser for an informal assessment taking into account available  
508 exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of  
509 current year's tax bill. This STANDARD K shall survive Closing.

510 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall,  
511 upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a

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# STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

512  
 513 walk-through (or follow-up walk-through if necessary) prior to Closing.  
 514 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
 515 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not  
 516 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed  
 517 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated  
 518 cost to complete restoration (not to exceed 1.5% of Purchase Price); will be escrowed at Closing. If actual cost of  
 519 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase  
 520 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of  
 521 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the  
 522 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation  
 523 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.  
 524 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with  
 525 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate  
 526 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,  
 527 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent  
 528 upon, nor extended or delayed by, such Exchange.  
 529 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any  
 530 notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the  
 531 parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural  
 532 and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real  
 533 estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in  
 534 writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or  
 535 electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an  
 536 original.  
 537 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement  
 538 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
 539 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change  
 540 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended  
 541 to be bound by it.  
 542 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
 543 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or  
 544 rights.  
 545 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten  
 546 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.  
 547 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or received,  
 548 including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent  
 549 or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by  
 550 Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.  
 551 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and  
 552 conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.  
 553 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of  
 554 Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in  
 555 which the Real Property is located.

## ADDENDA AND ADDITIONAL TERMS

556  
 557 **19. ADDENDA:** The following additional terms are included in the attached addenda and incorporated into this  
 558 Contract (Check if applicable):

- |  |  |  |  |
|--|--|--|--|
| <input checked="" type="checkbox"/> A. Condominium Assn. | <input checked="" type="checkbox"/> L. Right to Inspect/ | <input type="checkbox"/> R. Rezoning         | <input type="checkbox"/> Y. Seller's Attorney    |
| <input type="checkbox"/> B. Homeowners' Assn.            | Cancel   | <input type="checkbox"/> S. Lease Purchase/  | Approval   |
| <input type="checkbox"/> C. Seller Financing             | <input type="checkbox"/> M. Defective Drywall            | Lease Option                                 | <input type="checkbox"/> Z. Buyer's Attorney     |
| <input type="checkbox"/> D. Mortgage Assumption          | <input type="checkbox"/> N. Coastal Construction         | <input type="checkbox"/> T. Pre-Closing      | Approval   |
| <input checked="" type="checkbox"/> E. FHA/VA Financing  | Control Line   | Occupancy                                    | <input type="checkbox"/> AA. Licensee-Personal   |
| <input type="checkbox"/> F. Appraisal Contingency        | <input type="checkbox"/> O. Insulation Disclosure        | <input type="checkbox"/> U. Post-Closing     | Interest in Property                             |
| <input checked="" type="checkbox"/> G. Short Sale        | <input type="checkbox"/> P. Pre-1978 Housing             | Occupancy                                    | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> H. Homeowners' Insurance        | Statement (Lead  | <input type="checkbox"/> V. Sale of Buyer's  | <input type="checkbox"/> Other _____             |
| <input type="checkbox"/> I. FIRPTA                       | Based Paint)   | Property                                     |  |
| <input type="checkbox"/> J. Interest-Bearing Acct.       | <input type="checkbox"/> Q. Housing for Older            | <input type="checkbox"/> W. Back-up Contract |  |
| <input type="checkbox"/> K. "As Is"                      | Persons  | <input type="checkbox"/> X. Kick-out Clause  |  |

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559\* 20. ADDITIONAL TERMS: Buyer will pay \$ 295.00 to Fortune International Realty for processing fee at closing.

560\*

561\*

562\*

563\*

564\*

565\*

566\*

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568\*

569\*

COUNTER-OFFER/REJECTION

571\* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
572 deliver a copy of the acceptance to Seller).

573\* ☐ Seller rejects Buyer's offer.

574 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE  
575 OF AN ATTORNEY PRIOR TO SIGNING.

576 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

577 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms  
578 and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions  
579 should be negotiated based upon the respective interests, objectives and bargaining positions of all interested  
580 persons.

581 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO  
582 BE COMPLETED.

583\* Buyer:

Date: 21 March 2012

584\* Buyer:

Date: 21 March 2012

585\* Seller:

Date: 22 March 2012

586\* Seller:

Date:

587 Buyer's address for purposes of notice

588\* 1451 S Miami Avenue, Apt. #1311  
589\* Miami, FL 33130

Seller's address for purposes of notice

631 Tibidabo Avenue  
Coral Gables, FL 33143

591 BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled  
592 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent  
593 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
594 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
595 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation  
596 made by Seller or Listing Broker to Cooperating Brokers.

597\* Beatrix Retana

Maripaz Pereira

598 Cooperating Sales Associate, if any

Listing Sales Associate

599\*

600 Cooperating Broker, if any

Listing Broker

# Residential Sale and Purchase Contract: Comprehensive Addendum

The clauses below will be incorporated into the Contract between Maria E. Enriquez (Seller) and Thomas Lund-Hansen & Mary Florys Samuely (Buyer) concerning the Property described as 1440 Brickell Bay Dr. unit Ph 3 Miami FL 33130 only if initialed by all parties:

## ASSOCIATION DISCLOSURES

(24) (FLA) - MEO A. Condominium Association: The Property is a condominium which is subject to the rules and regulations of a condominium association ("Association"). If the condominium property is subject to a master Homeowner's Association, also attach Homeowner's Association addendum B. Seller's warranty under Paragraph 8 of the Contract and risk of loss under Paragraph 9 of the Contract or Paragraph H of the Comprehensive Addendum (if applicable) extend to the unit and limited common elements appurtenant to the Property and not to any common elements or any other property.

(1) Documents: Seller will, at Seller's expense, deliver to Buyer the current and complete condominium documents (including question and answer sheet, current year-end financial information and any recorded amendments) referenced in subparagraph (9) below no later than 3 days from Effective Date (if Buyer has already received the required documents, indicate receipt by initialing here ( ) ( ) Date received ). If this Contract does not close, Buyer will immediately return the documents to Seller, failing which Buyer authorizes Escrow Agent to reimburse Seller \$ from the deposit for the cost of the documents.

(2) Association Approval: If the condominium declaration or bylaws give the Association the right to approve Buyer as a purchaser, this Contract is contingent on such approval by the Association. Buyer will apply for approval within 5 days from Effective Date and use diligent effort to obtain approval, including making personal appearances and paying related fees if required. Buyer and Seller will sign and deliver any documents required by the Association to complete the transfer. If Buyer is not approved, this Contract will terminate and Seller will return Buyer's deposit unless this Contract provides otherwise.

(3) Right of First Refusal: If the Association has a right of first refusal to buy the Property, this Contract is contingent on the Association deciding not to exercise such right. Seller will, within 3 days from receipt of the Association's decision, give Buyer written notice of the decision. If the Association exercises its right of first refusal, this Contract will terminate, Buyer's deposit will be refunded unless this Contract provides otherwise and Seller will pay Broker's full commission at closing in recognition that Broker procured the sale.

(4) Application/Transfer Fees: Buyer will pay any application and/or transfer fees charged by the Association.

(5) Parking/Boat Slip/Storage Unit: Seller will assign to Buyer at closing parking space(s) # 2 ; boat slip(s) # ; and storage unit(s) # .

(6) Fees: Seller will pay all fines imposed against the Unit as of Closing Date and any fees the Association charges to provide information about its fees or the Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of Closing Date. If, after the Effective Date, the Association imposes a special assessment for improvements, work or services, Seller will pay all amounts due before Closing Date and Buyer will pay all amounts due after Closing Date. If special assessments may be paid in installments ☒ Buyer ☒ Seller (if left blank, Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Seller represents that he/she is not aware of any pending special or other assessment that the Association is considering except as follows:

Seller represents that he/she is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows:

Seller represents that the current assessments, maintenance, and/or association fees are:

\$ 825.00 per month to Brickell Bayshore Condominium

\$ per to

\$ per to

and that there ☐ is ☒ is not a recreation or land lease with the Property. If there is a recreation or land lease, the current payment is \$ per month.

(7) Damage to Common Elements: If any portion of the common element is damaged due to fire, hurricane or other casualty before closing, either party may cancel the Contract and Buyer's deposit shall be refunded if (a) as a result of damage to the common elements, the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, or (b) the Association cannot determine the assessment attributable to the Property for the damage at least 5 days prior to Closing Date, or (c) the assessment determined or imposed by the Association attributable to the Property for the damage to the common element is greater than \$ or % of the purchase price (1.5% if left blank).

(8) Sprinkler System: IF THE UNIT OWNERS VOTED TO FOREGO RETROFITTING EACH UNIT WITH A FIRE SPRINKLER OR OTHER ENGINEERED LIFE SAFETY SYSTEM, SELLER SHALL PROVIDE THE BUYER, BEFORE CLOSING, A COPY OF THE CONDOMINIUM ASSOCIATION'S NOTICE OF THE VOTE TO FOREGO RETROFITTING.

(See Continuation)

Buyer (24) (FLA) and Seller (MEO) acknowledge receipt of a copy of this page.

57\* (24) (24) - (MCEG) A. Condominium Association (CONTINUATION)

58 (9) Hazard Insurance: After closing, Buyer may be required to provide the Association with evidence of a currently effective  
59 policy of hazard and liability insurance upon request of the Association. If Buyer fails to provide the Association with a  
60 certificate of insurance within 30 days of the Association's request, the Association may purchase a policy on behalf of Buyer  
61 and impose an assessment for the cost of such policy.

62 (10) Condominium Governance: PURSUANT TO SECTION 718.503, FLORIDA STATUTES, BUYER IS ENTITLED TO RECEIVE  
63 FROM THE SELLER A COPY OF A GOVERNANCE FORM PROVIDED BY THE DIVISION OF FLORIDA CONDOMINIUMS,  
64 TIMESHARES AND MOBILE HOMES SUMMARIZING THE GOVERNANCE OF CONDOMINIUM ASSOCIATIONS.

65 (11) Buyer Acknowledgement / Seller Disclosure: (Check whichever applies)

66 ☒ THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF  
67 CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY  
68 OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT  
69 MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

70 ☐ THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL  
71 WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS  
72 AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM,  
73 ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END  
74 FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING.  
75 ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR  
76 CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER  
77 THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND  
78 A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS  
79 DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

80\* Buyer (24) (24) and Seller (MCEG) ( ) acknowledge receipt of a copy of this page.

81\* FARA-10compressed 1/09 © 2009 Florida Association of REALTORS® All Rights Reserved

Page 2 of Addendum No. \_\_\_\_\_

The clause below will be incorporated into the Contract between Maria E. Enriquez (Seller) and Thomas Lund-Hansen & Mary Florys Samuely (Buyer) concerning the Property described as 1440 Brickell Bay Dr. unit Ph 3 Miami Fl 33130 only if initialed by all parties:

(TH) (FL) - (ME) E. FHA Financing: (Buyer will be referred to as "purchaser" in the following statement) "It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$\_\_\_\_\_. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable." If Buyer elects to proceed with the Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made in writing within 3 days from Buyer's receipt of the appraisal.

(1) Fees, Prepayments: Seller will pay all required fees under FHA regulations up to a maximum cost of \$\_\_\_\_\_ (\$250.00 if left blank).

(2) Repairs: In the event a lender, as a result of the FHA appraisal, requires repairs to items not covered by Seller's warranty in Paragraph 8 of the Contract or Paragraph H of the Comprehensive Addendum (if applicable), Seller will make required repairs up to a maximum cost to Seller of \_\_\_\_\_ (\$500.00 if left blank). Required repairs to warranted items are subject to the Repair Limit defined in the Contract. If the cost of repairs to warranted or unwarranted items exceeds the respective limit, Seller will, within 3 days after receiving notice of the excess cost, deliver to Buyer written notice of Seller's intent to pay some, all, or none of the excess amount. If Seller pays less than the full amount of the excess cost, Buyer may pay the balance or cancel the Contract. Buyer's election must be in writing and provided to Seller within 3 days after receipt of Seller's notice.

(3) Home Inspection: Buyer has received and signed the "For Your Protection: Get a Home Inspection" notice.

(4) FHA Certification: Buyer and Seller are signatories to the Contract. The selling real estate agent or broker involved in this transaction states: I certify that the terms of this Contract for Sale and Purchase are true and correct to the best of my knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, the Contract.

Selling Sales Associate or Broker

Date

Listing Sales Associate or Broker

Date

Buyer (TH) (FL) and Seller (ME) acknowledge receipt of a copy of this page.

The clause below will be incorporated into the Contract between Maria E. Enriquez (Seller) and Thomas Lund-Hansen & Mary Florys Samuely (Buyer) concerning the Property described as 1440 Brickell Bay Dr. unit Ph 3 Miami Fl 33130 only if initialed by all parties:

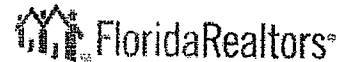
(TL, FH) - (MSE) 1. Inspections (check as applicable)

☐ (1) Self-Inspection: Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct the inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 8 of the Contract or Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences, Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8 of the Contract whose report will be binding on the parties.

☒ (2) Right to Cancel Based on Inspection Results: Within the Inspection Period provided in Paragraph 6 of the Contract, Buyer will, at Buyer's sole expense, complete any desired inspections of the Property in addition to those referenced in Paragraphs 7 and 8(a)(2). If Buyer is for any reason unhappy with a condition of the Property noted in the inspection results, Buyer may cancel the Contract by delivering written notice to Seller along with a copy of the inspection results within 2 days from the end of the Inspection Period, and Buyer will, at Buyer's sole expense, immediately repair all damage resulting from Buyer's inspections and restore the Property to its pre-inspection condition; this obligation will survive termination of the Contract. If the Contract is not cancelled, the parties' obligations remain as specified in the Contract. This Paragraph does not modify or replace the rights and obligations of the parties under Paragraph 9 of the Contract.

Buyer (TL, FH) and Seller (MSE) acknowledge receipt of a copy of this page.

Short Sale Addendum to Purchase and Sale Contract



The following provisions are made part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between

Maria E. Enriquez

(Seller) and

Thomas Lund-Hansen & Mary Florys Samuely Lund-Hansen

(Buyer) concerning the Property located

at 1440 Brickell Bay Dr. unit Ph 3 Miami FI 33130

1. **Approval of the Lender:** This Contract is contingent upon: (a) the Seller's Lender(s) and/or other lien holder(s) (collectively the "Lender") approval of the purchase price, terms of the Contract and the HUD-1 settlement statement (b) the Lender's agreement to accept a payoff which is less than the balance due on the loan or other indebtedness and (c) the Lender's release and satisfaction of the mortgage(s) and/or other lien(s) upon receipt of discounted payoff. Seller agrees to disclose or provide any requested information or documentation to the Lender for the purpose of obtaining approval of this shortsale Contract. If Seller obtains an approval from Lender, Seller shall deliver written notice of the approval to the Buyer no later than 3 days after receipt of the approval. If Seller does not deliver written notice to Buyer that Lender has approved the purchase price and contract terms within \_\_\_\_\_ days from Effective Date ("Approval Deadline") (30 days if left blank), or if Lender rejects this Contract prior to the expiration of the Approval Deadline, either party may thereafter cancel the Contract by delivering written notice to the other. However, such right to cancel shall cease to exist if Seller delivered written notice that the Contract has been approved by the Lender.

2. **Effective Date and Time for Acceptance:** The Effective Date and the time for acceptance of all offers and counteroffers under the Contract shall be computed as set forth in the Contract.

3. **Time Periods:** (check one)

☒ Except for Approval Deadline, all time periods for inspections, contingencies, deposit(s) and other obligations under the Contract shall commence from the date Seller delivers written notice to Buyer that the Contract has been approved by the Lender

☐ All time periods under the Contract shall commence from the Effective Date under the Contract.

4. **Acknowledgment by Buyer:** Buyer acknowledges that the Lender is not party to the Contract and therefore is not obligated to approve the Contract. Buyer further acknowledges that Seller and Broker are not liable for delays caused by Lender, failure of the Lender to approve the Contract, failure of the Lender to complete the short sale after approving the Contract or any costs and expenses (such as payments for loan applications, inspections, and appraisals) associated with the delays or Lender's failure to approve the Contract or complete the Short Sale after approving the Contract.

5. **Seller Acknowledgment:** Seller acknowledges that a short sale may result in Lender requiring the Seller to pay the difference of what was owed as a deficiency judgment, that the Lender's forgiveness of debt may be a taxable event to the Seller and that Seller's credit may be negatively impacted. Seller also acknowledges that Lender may require Seller to bring funds to Closing or to execute a promissory note. Seller is advised to consult with appropriate financial, legal and tax professionals. Seller agrees to rely on such professionals and not Broker for tax and legal advice. Seller agrees to release Broker and its associates from all liability regarding the consequences of a short sale.

6. **Multiple Offers:** (check one) ☐ During the term of this Contract, Seller may not accept any back-up offers or enter into any back-up contracts unless otherwise instructed, directed or required by Lender. ☐ During the term of this Contract, Seller may accept a back-up offer or enter into a back-up contract that is conditioned upon termination of Contract.

This addendum amends the above-referenced Contract between Seller and Buyer. All other non-conflicting provisions of that agreement remain in full force and effect.

Maria E. Enriquez 3/22/12  
SELLER DATE

Thomas Lund-Hansen & Mary Florys Samuely Lund-Hansen 3/21/2012  
BUYER DATE

Thomas Lund-Hansen & Mary Florys Samuely Lund-Hansen 3/21/2012  
BUYER DATE



1640 Town Center Circle Suite 214  
Weston, FL 33326

*Licensed Mortgage Broker*

Direct: 954-905-4179

Fax: 786 221-4153

joseph@hgmortgage.net

March 20, 2012

## Pre-Approval Home Buyer Certificate

Congratulations! You've been "Pre-Approved" for a HG Mortgage home loan. We are pleased to inform you that after reviewing your credit, income, and assets, your home loan request of up to \$280,000 based upon a sales price of up to \$350,000 been preliminarily approved. This certificate is verification of your credibility as a serious homebuyer.

This "pre-qualified" is subject only to an appraisal of the subject property and that no material information provided on the buyer's application has changed prior to the scheduled closing date.

Borrower(s)	Thomas and Florys Lund-Hansen
Loan Type	FHA - 30 Year Fixed
Occupancy Type	Second Home
Document Type	Full Documentation
Term	360 months
Down Payment	20%

HG Mortgage LLC has once again demonstrated why it is a leader in this industry with its unique loan programs which reward borrower's like you who have maintained a satisfactory credit history. Please call me with any questions.

Thank You,

*Johanny Joseph*

Johanny Joseph  
Mortgage Specialist  
(786) 201-7124 direct

Certificate valid for 30 days from date of issue. This certificate invalidates any prior certificates issued to this borrower. \*Approval is subject to satisfactory property appraisal and no material change or omission in the information provided to HG Mortgage, LLC \*\*APR is an estimate and may be more or less with any changes in the loan amount, down payment, or other terms. The interest rate quoted above is NOT locked, and any rate increase may lower the approved loan amount listed on this certificate.



Date: March 21, 2012

To: Whom it May Concern

Regarding Customer:

Thomas Lund Hansen  
1451 S Miami Ave Apt 1311  
Miami, FL 33130

To whom it may concern:

This letter is verification that the customer named above has an account with Wells Fargo. This account number ending -4448, was opened on 01/07/2010 and has a current balance in excess of \$100,000.

If you need deposit information, refer to the customer named above. The account holder can provide deposit information from their monthly statements.

If you have any questions please call us at 1-800-TO-WELLS (1-800-869-3557). Phone Bankers are available to assist you 24 hours a day, 7 days a week.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. van Leeuwen", written over a horizontal line.

Jennifer van Leeuwen  
Service Manager  
305.349.4040

Together we'll go far



This instrument prepared by:  
Name: ANNABEL FERNANDEZ  
Express Title Services Group, Inc.  
Address: 10261 SW 72 STREET #C01  
MIAMI, FL 33173  
  
Return to: Express Title Services Group, Inc.  
FILE NO. 12-9315  
Address: 10261 SW 72 STREET #C01  
MIAMI, FL 33173  
Property Appraisers Parcel Identification Number(s):  
01-4139-028-0790  
Grantee(s) S.S #'s:



CFN 2012R0506618  
OR Bk 28192 Pg 4820; (1pg)  
RECORDED 07/19/2012 09:02:35  
DEED DOC TAX 2,100.00  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA  
LAST PAGE

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS WARRANTY DEED** made the 16th day of July, 2012 by Maria E. Enriquez, a married woman whose street address is , 631 Tibidabo Ave, Coral Gables, FL 33143, hereinafter called the grantor, to Thomas Lund-Hansen and Mary Florys Samuely Lund-Hansen, husband and wife whose street address is 1440 Brickell Bay Drive #PH3, Miami, FL 33131 hereinafter called the grantee:

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

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

Unit PH3 of Brickell Shores Condominium, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 10159, Page(s) 200, of the Public Records of Miami-Dade County, Florida, and any amendments thereto, together with its undivided share in the common elements.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 631 Tibidabo Ave, Coral Gables, FL 33143

**Together**, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.  
**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31<sup>ST</sup>, 2011. FURTHER SUBJECT TO restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

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

Signed, sealed and delivered in the presence of:

Signature \_\_\_\_\_  
Annabel Fernandez

Printed Signature

Signature \_\_\_\_\_  
Maria E. Enriquez

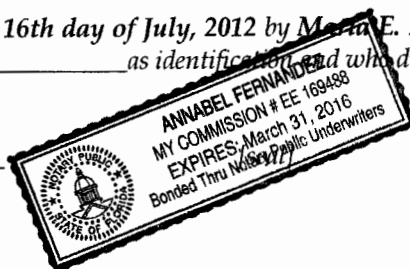
Printed Signature

\_\_\_\_\_  
Maria E. Enriquez

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16th day of July, 2012 by Maria E. Enriquez, who is personally known to me or who produced \_\_\_\_\_ as identification and who did/did not take an oath.

Notary Public  
My Commission Expires:



**EXHIBIT A(5)**



CFN 2006R0941535

DR Bk 24869 Pg 39127 (1pg)  
 RECORDED 09/01/2006 13:46:37  
 DEED DDC TAX 3,210.00  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA  
 LAST PAGE

Prepared by and return to:

Ana Diaz Cordero, Esq.

President

Law Offices of Ana Diaz Cordero, P.A.

9485 Sunset Drive Suite A-292

Miami, FL 33173

305-596-2304

File Number: 06-08-06y

Will Call No.:

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 18th day of August, 2006 between Augusto M. Enriquez and Felicia J. Enriquez, husband and wife whose post office address is 1440 S. Bayshore Drive # PH3, Miami, FL 33131, grantor, and Maria E. Enriquez, a single woman whose post office address is 1440 S Bayshore Drive #PH3, Miami, FL 33131, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

**Unit PH-3, BRICKELL SHORES CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10159, at Page 200, of the Public Records of Miami-Dade County, Florida, and all amendments thereto, if any.**

**Parcel Identification Number: 01-4139-028-0790**

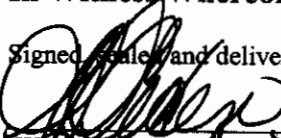
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

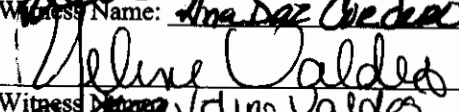
**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2005**.

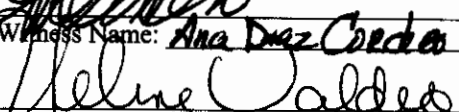
**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.


Signed, sealed, and delivered in our presence:

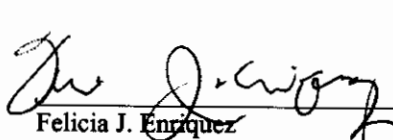
  
 Witness Name: Ana Diaz Cordero

  
 Witness Name: Yeline Calderon

  
 Witness Name: Ana Diaz Cordero

  
 Witness Name: Yeline Calderon

  
 Augusto M. Enriquez (Seal)  
 1440 S Bayshore Drive #PH3, Miami, FL 33131

  
 Felicia J. Enriquez (Seal)  
 1440 S Bayshore Drive #PH3, Miami, FL 33131

State of Florida  
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 18th day of August, 2006 by Augusto M. Enriquez and Felicia J. Enriquez, who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]



Ana Diaz Cordero  
 Commission # DD424407  
 Expires August 30, 2009  
 Bonded Troy Fair - Insurance, Inc. 800-385-7019

Notary Public

Printed Name: Ana Diaz Cordero

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

# EXHIBIT A(6)

DoubleTimee

August 28, 2013

**Reply To:**  
**Rosa M. de la Camara, Esq.**  
**Direct Dial: (305) 260-1011**  
**rdelacamara@becker-poliakoff.com**

ADMINISTRATIVE OFFICE  
3111 STIRLING ROAD  
FORT LAUDERDALE, FL 33312  
954.987.7550

WWW.BECKER-POLIAKOFF.COM  
BP@BECKER-POLIAKOFF.COM

**Certified Mail #71189448418260015331**  
**Return Receipt Requested**  
**and Via Regular U.S. Mail**

Thomas & Florys Lund-Hansen  
1440 Brickell Bay Drive, PH3  
Miami, FL 3313

Re: PH3 Balcony Enclosure

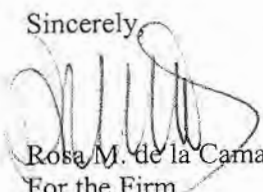
Dear Mr. & Mrs. Lund-Hansen:

This law firm represents the Brickell Shores Condominium, Inc. ("Association"). As you may recall since you were in attendance, at its meeting on May 21, 2013, the Board of Directors unanimously adopted a motion disapproving the PH3 balcony enclosure and approving legal action to remove said balcony alterations. The Board has been very patient for over three months, but no steps have been taken to remove the balcony enclosure and return it to its original condition.

The Association is willing to work with you by allowing a reasonable period of time for the removal of the balcony enclosure, but under no circumstances will the enclosure be allowed to remain. We trust you will take the necessary steps to retain a Contractor and fully remove the enclosure by no later than sixty (60) days from the date of this letter. In the event you fail to comply, the Association has authorized us to file a law suit to seek an injunction requiring the removal of the enclosure. Should this course of action become necessary, the Association, as prevailing party will be entitled to recover its attorneys fees and costs directly from you. As a unit owner, you are responsible for complying with all requirements of the Association's governing documents. The Board of Directors is required to enforce all provisions of the governing documents and the Board will not hesitate to do so.

Thank you for your anticipated cooperation.

Sincerely,

  
Rosa M. de la Camara  
For the Firm

RMD/ad  
cc: Brickell Shores Condominium, Inc.

ACTIVE: B19306/343457:4965677\_1

**EXHIBIT A(7)**

LEGAL AND BUSINESS STRATEGISTS

MEMBER OF LEGUS, NATIONAL AND INTERNATIONAL LAW FIRM NETWORK

FT. LAUDERDALE  
FT. MYERS  
FT. WALTON BEACH  
MIAMI  
MIRAMAR  
MORRISTOWN  
NAPLES  
NEW YORK  
NORTHERN VIRGINIA  
ORLANDO  
PRAGUE  
RED BANK  
SARASOTA  
STUART  
TALLAHASSEE  
TAMPA BAY  
WASHINGTON, DC  
WEST PALM BEACH

June 13, 2014

Mr. Julio Sanchez  
Property Manager  
Brickell Shores Condominium  
1440 Brickell Bay Drive  
Miami, FL 33131

Dear Mr. Julio Sanchez,


We have received all the necessary City of Miami permit approvals to proceed with the work required by the City with regard to the enclosure located on our terrace that was installed more than 15 years ago, apparently without a permit. We plan to start the work in 2 weeks, Friday June 27, 2014.

D&P Contractors, represented by Mr. Victor de Chiara, who you know very well and who also was in charge of all the previous remodeling work done on our apartment will also be the contractor for this work.

Kindly provide us with the current guidelines with respect to working hours, and any other information or documentation required so that the work can start promptly in 2 weeks.

We have a limited time period to complete the work. Any delay could possibly result in significant fines and worse, the cancellation of the permit. We trust you will fully cooperate with us and support the contractor and the workers during this time period.

Thank you and regards,

A handwritten signature in black ink, appearing to read 'T. S. Lund-Hansen', with a long horizontal line extending to the right.

Florys and Thomas Samuely Lund-Hansen, PH3

**EXHIBIT A(8)**

**CERTIFIED MAIL #** 7000 1530 0004 1635 0744  
RETURN RECEIPT REQUESTED

RE: Violation Notice and Notice of Right to Assess Fine and Impose

Mr. Thomas Lund-Hansen  
1440 Brickell Bay Drive , Apt. PH-3  
Miami, Florida. 33131

Dear Mr. Lund-Hansen

This Notice concern your violation of our governing documents. We are informed that you have engaged in the following conduct :

- 1.- Requesting to obtain a permit at the City of Miami to finished your balcony enclosure without the consent of the Association .**
- 2.- Refusing to pay for damages to the common area/ driveway(s); caused by your father in Law, Mr. Harry Samuely's automobile leaking oil.**

**The Board of Directors has appointed a Grievance Committee, which is comprised of members of the community, none of whom are Board members, officers or employees of the Association , or the immediate family of a Board member, officer or employee of of the Association.**

**The purpose of this committee is to hear the allegations regarding your violations and to make a determination regarding the imposition of fines and / or the imposition of a suspension of your common area use rights.**

**The Committee will conduct a hearing in connection with these allegations on February 16,2015 at 6:00 P.M. in the second floor meeting room. If you do not attend ; the hearing will take place without you, Please bear in mind that each violation is subject to a fine of \$100.00 and each day of a continuing violation is subject to an additional fine of \$100.00, up to a maximum of \$1,000.00 and a suspension for a period to be determined by the Grievance Committee.**

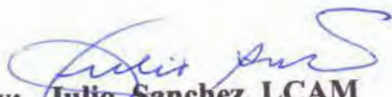
**If you request a hearing , the Committee will hear any defense to the charges you wish to offer, including documentary evidence and witnesses. The Committee will determine whether or not there is sufficient evidence of violations; the Committee will report its findings to the Board of Directors and authorize a fine and /or suspension.**

**EXHIBIT A(9)**

The Board of Directors will thereupon impose a fine and /or suspension for each violation in the amounts and /or timeframe recommended.

Very Truly Yours,

BOARD OF DIRECTORS  
BRICKELL SHORES CONDOMINIUM

  
By: Julio Sanchez, LCAM  
Property Manager

**CITY OF MIAMI  
CODE ENFORCEMENT BOARD**

CITY OF MIAMI

vs.

Case No.: CE2013002675  
Appellate Case No.: 13-384-AP

THOMAS LUND-HANSEN and  
MARY FLORYS SAMUELY LUND-HANSEN

---

**GENERAL RELEASE OF LIENS AND VIOLATIONS;  
AND DISMISSAL OF APPEAL**

This GENERAL RELEASE: SATISFACTION OF LIENS AND VIOLATIONS; AND DISMISSAL OF APPEAL (hereinafter, the "Agreement") is entered into between the City of Miami ("First Party"), and Thomas Lund-Hansen and Mary Florys Samuely Lund-Hansen, husband and wife ("Second Party"), and for the consideration outlined below, is intended to settle, dismiss, vacate, or otherwise satisfy, all violations, liens, fees, assessments, claims, against the property located at 1440 Brickell Bay Drive, #PH3, Miami, Florida (a/k/a Folio No. 01-4139-028-0790) (the "Property") which pertain to Thomas Lund Hansen and Mary Florys Samuely Lund-Hansen, husband and wife, resulting from Code Compliance Case No. CE2013002675.

1. As of the Effective Date of this Agreement, the City of Miami hereby vacates, dismisses, waives, releases, or otherwise deems satisfied, any and all code violations, liens or fees against the Property which pertain to Thomas Lund Hansen and Mary Florys Samuely Lund-Hansen, husband and wife, resulting from Code Compliance Case No. CE2013002675.

**EXHIBIT A(10)**

2. Thomas Lund-Hansen and Mary Florys Samuely Lund-Hansen, husband and wife, shall dismiss the appeal filed in the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, Appellate Case No. 13-384-AP, within five (5) days of the Effective Date of this Agreement.

3. The First party hereby releases and forever discharges the Second Party, its current and former departments, agencies, instrumentalities, officers, agents, servants, and employees and their respective heirs, representatives and assigns from any and all claims, demands, or causes of action (including attorney's fees and costs), and particularly including, but not limited to, all claims and defenses which were asserted or could have been asserted, in the appeal filed in the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, Appellate Case No. 13-384-AP.

4. The Second Party, and its current and former departments, agencies, instrumentalities, officers, agents, servants, and employees and their respective heirs, representatives and assigns, hereby releases and forever discharge the First Party from any and all claims, demands, or causes of action (including attorney's fees and costs), and all claims and defenses which were asserted or could have been asserted, in Code Compliance Case No. CE2013002675 and in the appeal filed in the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, Appellate Case No. 13-384-AP.

5. Payment will be made on behalf of the Second Party to the First Party in the sum of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) in full and final satisfaction of any and all claims, demands, or causes of action (including attorney's fees and costs), and all claims and defenses which were asserted or could have been asserted, in Code Compliance Case

No. CE2013002675 and in the appeal filed in the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, Appellate Case No. 13-384-AP.

6. The Second Party agrees to submit to First Party, within nine (9) months or two hundred and seventy four (274) days from the Effective Date of this Agreement, a certificate of completion or other equivalent document as issued by the City of Miami evidencing the completion of the proposed improvements to the Property, as approved pursuant to Building Permit No. BD12-006035-001-B001 as issued by the City of Miami's Building Department (the "Building Permit").

7. The First Party acknowledges that the Second Party must obtain the cooperation of Brickell Shores Condominium, Inc. (the "Association"), prior to the commencement of the construction of the proposed improvements to the Property, as approved pursuant to the Building Permit, and that there has been disagreement between the Second Party and the Association regarding issues involved in this Agreement and the underlying code enforcement case.

8. The Second Party agrees to formerly request the cooperation of the Association to commence the work authorized by the Building Permit either prior to, or within ten (10) business days of the Effective Date of this Agreement. Subject to the Second Party timely requesting the cooperation of the Association to commence the work authorized by the Building Permit, the First Party agrees to approve any reasonable requests for time extensions by the Second Party for delays in the completion of the improvements as caused by the Association's failure to cooperate with the commencement of construction of the proposed improvements at the Property within the first sixty (60) days following the full execution of this Agreement or in the case that any legal actions or processes are initiated or filed by the Second Party to obtain or compel cooperation for the commencement of the construction of the proposed improvements by the Association.

9. The First Party acknowledges that the work under the Building Permit is predominantly exterior in nature and the timely completion thereof may be subject to weather conditions, acts of God, third parties, governmental authorities having jurisdiction, or other reasons beyond the reasonable control of the Second Party.

10. The First Party agrees to approve any reasonable requests for time extensions by the Second Party, as caused by any of the circumstances or conditions described in Paragraph (9) of this Agreement so long as the request for extension is made prior to the compliance deadlines as set forth in Paragraph (6) of this Agreement.

11. The Second Party agrees that in the event that the proposed improvements to the Property are not completed within the compliance deadlines as set forth in Paragraph (6) of this Agreement including any and all time extensions to the compliance deadlines granted by the First Party as set forth in Paragraph (10) of this Agreement, all outstanding fees or fines due in connection with Code Compliance Case No. CE2013002675 as of the date of execution of this Agreement shall become due and payable to the First Party.

12. The Parties acknowledge and agree that this Agreement, including the terms and conditions herein, shall become effective only upon ratification of this Agreement by the City of Miami Code Enforcement Special Magistrate. Furthermore, the Parties agree that this Agreement shall not be deemed as executed until the Agreement is approved by the City of Miami Code Enforcement Special Magistrate.

13. The Effective Date of this Agreement shall be the date this Agreement is ratified by the City of Miami Code Enforcement Special Magistrate and filed with the Clerk of the Special Magistrate.

14. IT IS FURTHER understood that this Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, THOMAS LUND-HANSEN and MARY FLORYS SAMUELY LUND-HANSEN have caused these presents to be executed in their names this 22 day of APRIL, 2015.

  
THOMAS LUND-HANSEN

22 April 2015  
Date

  
MARY FLORYS SAMUELY LUND-HANSEN

22 April 2015  
Date

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

The foregoing instrument was acknowledged before me this 22 day of APRIL, 2015, by **THOMAS LUND-HANSEN AND MARY FLORYS SAMUELY LUND-HANSEN**, who are personally known to me or who have produced FLORIDA LICENSES as identification and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid this 22 day of APRIL, 2015.





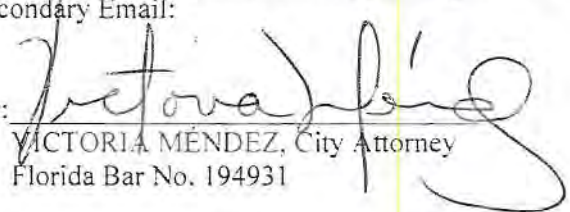
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

My Commission Expires:

VICTORIA MÉNDEZ, City Attorney  
Attorney for City of Miami  
444 S.W. 2<sup>nd</sup> Avenue, Suite 945  
Miami, FL 33130-1910  
Tel.: (305) 416-1800  
Fax: (305) 416-1801  
Primary Email: BADombrowski@miamigov.com  
Secondary Email:

By:

  
VICTORIA MÉNDEZ, City Attorney  
Florida Bar No. 194931

**APPROVAL AND RATIFICATION OF AGREEMENT**

**THIS MATTER** came before the City of Miami Code Enforcement Special Magistrate upon the Parties' joint request that this Agreement be Approved and Ratified by the Special Magistrate. The Special Magistrate, having considered the request, and otherwise being advised in the premises, hereby **Orders that that this Agreement is Approved and Ratified.**

**DONE AND ORDERED** this 19<sup>th</sup> day of May, 2015.

  
CITY OF MIAMI CODE ENFORCEMENT  
SPECIAL MAGISTRATE

DARCEE S. SIEBEL

## DECLARATION OF CONDOMINIUM

## Establishing

BRICKELL SHORES CONDOMINIUM

1440 CORP., a Florida Corporation having its principal place of business in Dade County, Florida, does hereby make, declare and establish this Declaration of Condominium as and for the plan of dwelling, ownership and condominium for BRICKELL SHORES CONDOMINIUM, being the property and improvements hereinafter described.

1. ESTABLISHMENT OF CONDOMINIUM

1440 Corp., a Florida Corporation, hereinafter called "DEVELOPER" is the owner of the fee simple title to that certain property situated in the County of Dade and State of Florida, and which property is more particularly described as follows, to-wit:

Tract "A" of Bella Bahia Subdivision, according to the Plat thereof as recorded in Plat Book 109 at Page 13 of the Public Records of Dade County, Florida.

EXHIBIT B(1)

This instrument prepared by:  
David Mesnekoff  
Cutler & Mesnekoff, P.A.  
28 W. Flagler St.  
Miami, Fla. 33130

and on which property there has been constructed an apartment housing project containing 80 dwelling units and other appurtenant improvements. DEVELOPER does hereby submit the above described property and improvements to condominium ownership and hereby declares the same to be a condominium to be known and identified as BRICKELL SHORES CONDOMINIUM. Hereafter in this Declaration of Condominium BRICKELL SHORES CONDOMINIUM shall be referred to as "CONDOMINIUM."

## II. SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "A," consisting of 5 pages, is a survey of the land and graphic description and plot plans of the improvements constituting the CONDOMINIUM, identifying the PRIVATE DWELLINGS and COMMON PROPERTY, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each PRIVATE DWELLING is identified by specific numerical designation on said Exhibit "A" and no PRIVATE DWELLING bears the same description as any other PRIVATE DWELLING.

## III. PRIVATE DWELLINGS AND COMMON PROPERTY

The CONDOMINIUM consists of PRIVATE DWELLINGS and COMMON PROPERTY, as said terms are hereinafter defined.

PRIVATE DWELLINGS, as the term is used herein, shall mean and comprise the 80 separate numerically identified Dwelling Units which are designated in Exhibit "A" to this Declaration of Condominium, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each Dwelling Unit, and further excluding all spaces and improvements lying beneath the undecorated and unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to PRIVATE DWELLINGS and COMMON PROPERTY, and including connecting balconies to inside edge of perimeter walls thereof, and including interior and exterior surfaces of doors giving ingress and egress to the individual Dwelling Units, interior and exterior surfaces of all windows located in the Dwelling Units and interior and exterior surfaces of all screens and screening affixed to the Dwelling Units, however, the outdoor terrace areas immediately adjacent to Private Dwelling Units PH 3 and PH 4 shall be considered limited common elements for the exclusive use of the Private Dwelling Unit to which each terrace area is abutting.

COMMON PROPERTY, as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of the CONDOMINIUM other than the PRIVATE DWELLINGS, as same are hereinabove defined, and shall include easements through PRIVATE DWELLINGS for conduits, pipes, ducts, plumbing wiring and other facilities for the furnishing of utility service to PRIVATE DWELLINGS and COMMON PROPERTY and easements of support in every portion of a PRIVATE DWELLING which contributes to the support of improvements and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such PRIVATE DWELLINGS.

## IV. OWNERSHIP OF PRIVATE DWELLINGS AND APPURTENANT INTEREST IN COMMON PROPERTY

Each PRIVATE DWELLING shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or

owners of each said PRIVATE DWELLING shall own as an appurtenance to the ownership of each said PRIVATE DWELLING an undivided interest in the COMMON PROPERTY, the undivided interest appurtenant to each said PRIVATE DWELLING being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the COMMON PROPERTY assigned to each PRIVATE DWELLING shall not be changed except with the unanimous consent of all of the owners of all of the PRIVATE DWELLINGS.

V. RESTRICTION AGAINST FURTHER SUBDIVIDING OF PRIVATE DWELLINGS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY, ETC.

No PRIVATE DWELLING may be divided or subdivided into a smaller Dwelling Unit or smaller Units than as shown on Exhibit "A" hereto, nor shall any PRIVATE DWELLING or portion thereof, be added to or incorporated into any other PRIVATE DWELLING. The undivided interest in the COMMON PROPERTY declared to be an appurtenance to each PRIVATE DWELLING shall not be conveyed, devised, encumbered or otherwise dealt with separately from said PRIVATE DWELLING, and the undivided interest in COMMON PROPERTY appurtenant to each PRIVATE DWELLING shall be deemed conveyed, devised, encumbered or otherwise included with the PRIVATE DWELLING even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such PRIVATE DWELLING. Any conveyance, mortgage or other instrument which purports to effect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon a PRIVATE DWELLING, shall be null, void and of no effect insofar as the same purports to affect any interest in a PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY, unless same purports to convey, devise, encumber or otherwise trade or deal with the entire PRIVATE DWELLING. Any instrument conveying, devising, encumbering, or otherwise dealing with any PRIVATE DWELLING, which described said PRIVATE DWELLING by the PRIVATE DWELLING Unit numerical designation assigned thereto in Exhibit "a" without limitation or exception, shall be deemed and construed to affect the entire PRIVATE DWELLING and its appurtenant undivided interest in the COMMON PROPERTY. Nothing herein contained shall be construed as limiting or preventing ownership of any PRIVATE DWELLING and its appurtenant undivided interest in the COMMON PROPERTY by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

VI. THE CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The PRIVATE DWELLINGS and COMMON PROPERTY shall be, and the same are hereby declared to be, subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said PRIVATE DWELLINGS and COMMON PROPERTY and setting forth the obligations and responsibilities incident to ownership of each PRIVATE DWELLING and its appurtenant undivided interest in the COMMON PROPERTY, and said PRIVATE DWELLINGS and COMMON PROPERTY are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the land and improvements of the CONDOMINIUM.

VII. PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON PROPERTY

The COMMON PROPERTY shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of PRIVATE DWELLINGS in the CONDOMINIUM for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of PRIVATE DWELLINGS.

Notwithstanding anything above provided in this Article, the ASSOCIATION hereinafter identified, shall have the right to establish the rules and regulations pursuant to which the owner or owners of any PRIVATE DWELLINGS may be entitled to use COMMON PROPERTY.

**VIII. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS**

In the event that any PRIVATE DWELLING shall encroach upon any COMMON PROPERTY for any reason not caused by the purposeful or negligent act of the PRIVATE DWELLING owner or owners, or agents of such owner or owners, then an easement appurtenant to such PRIVATE DWELLING shall exist for the continuance of such encroachment unto the COMMON PROPERTY for so long as such encroachment shall naturally exist; and in the event that any portion of the COMMON PROPERTY shall encroach upon any PRIVATE DWELLING, then an easement shall exist for the continuance of such encroachment of the COMMON PROPERTY into any PRIVATE DWELLING for so long as such encroachment shall naturally exist.

**IX. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY**

Recognizing that the proper use of a PRIVATE DWELLING by any owner or owners is dependent upon the use and enjoyment of the COMMON PROPERTY in common with the owners of all other PRIVATE DWELLINGS, and that it is in the interest of all owners of PRIVATE DWELLINGS that the ownership of the COMMON PROPERTY be retained in common by the owners of PRIVATE DWELLINGS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON PROPERTY appurtenant to each PRIVATE DWELLING shall remain undivided and no owner of any PRIVATE DWELLING shall bring any action for the partition or division.

**X. PERCENTAGE OF UNDIVIDED INTEREST IN COMMON PROPERTY APPURTENANT TO EACH PRIVATE DWELLING**

The undivided interest in COMMON PROPERTY appurtenant to each PRIVATE DWELLING is the percentage of undivided interest which is set forth and assigned to each PRIVATE DWELLING in that certain schedule which is annexed hereto and expressly made a part hereof as EXHIBIT "B".

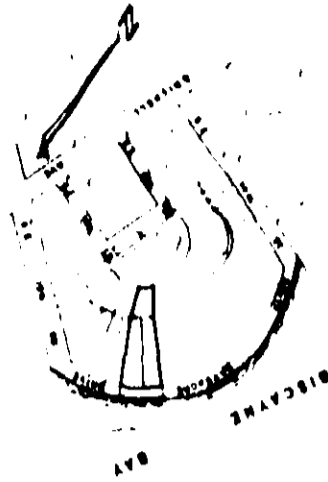
**XI. EASEMENT FOR AIR SPACE**

The owner of each PRIVATE DWELLING shall have an exclusive easement for the use of the air space occupied by said PRIVATE DWELLING as it exists at any particular time and as said PRIVATE DWELLING may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

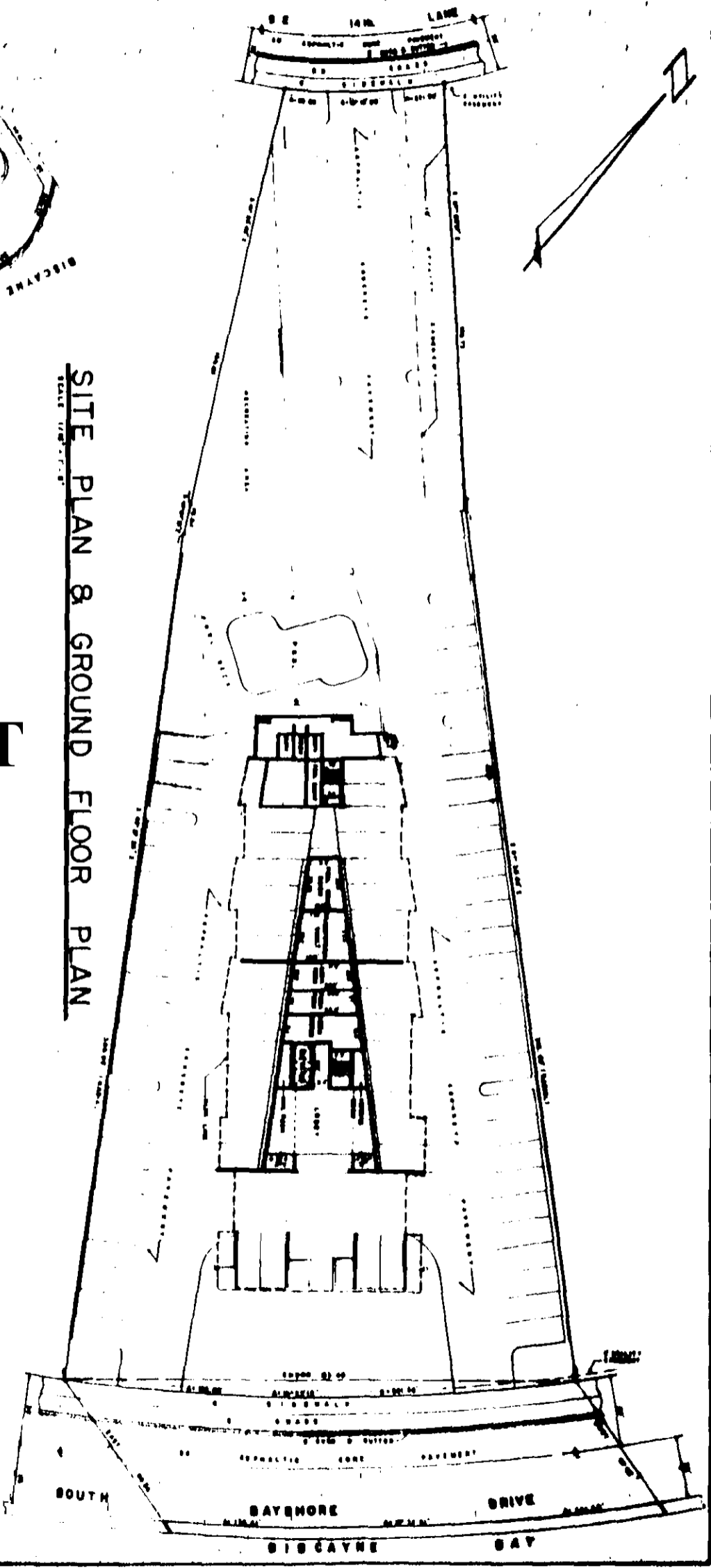
**XII. ADMINISTRATION OF THE CONDOMINIUM BY BRICKELL SHORES CONDOMINIUM, INC.**

To efficiently and effectively provide for the administration of the CONDOMINIUM by the owners of PRIVATE DWELLINGS, a non-profit Florida Corporation, known and designated as BRICKELL SHORES CONDOMINIUM, INC., herein called the "ASSOCIATION", has been organized and said Corporation shall administer the operation and management of the

LOCATION MAP  
SCALE 1" = 100'



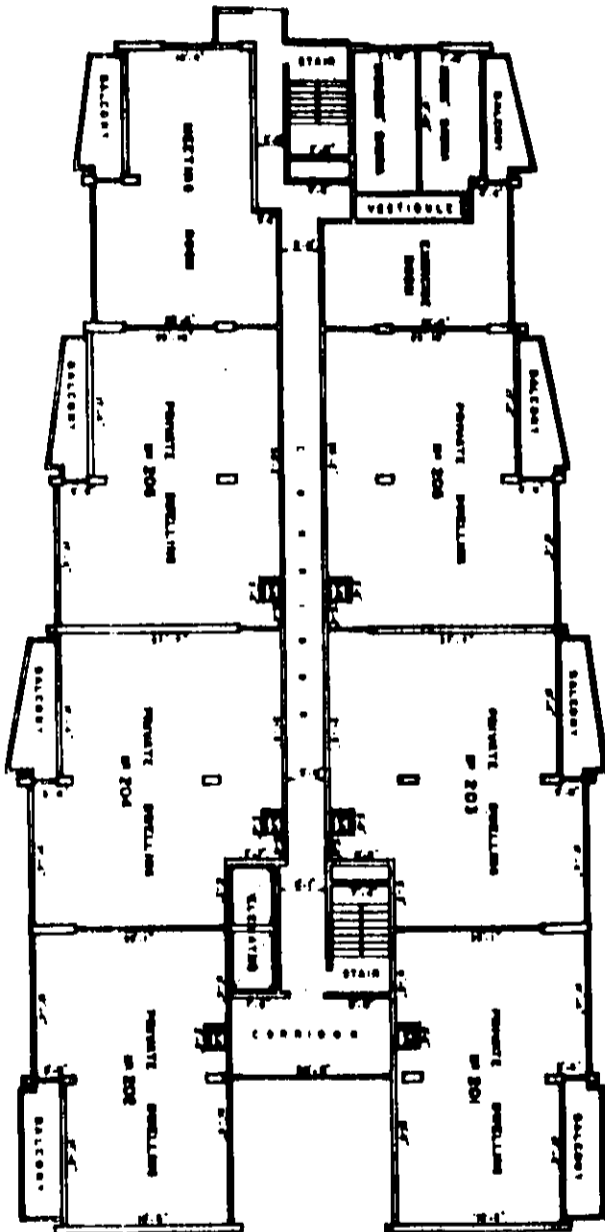
**SITE PLAN & GROUND FLOOR PLAN**  
SCALE 1" = 100'



**EXHIBIT  
B(3)**



**EXHIBIT "A", PAGE 1**  
 AMENDED TO AND CORRECTED TO BE A  
 PART OF DECLARATION OF CONDOMINIUM.  
 THIS 2 DAY OF AUGUST, 1976  
 BRICKELL SHORES CONDOMINIUM  
 PREPARED BY:  
 BROWN & BROWN, INC.  
 SURVEYORS  
 1000 BAYVIEW DRIVE, SUITE 100  
 MIAMI, FLORIDA 33134  
 L. B. BROWN & ASSOC., INC.  
 1000 BAYVIEW DRIVE, SUITE 100  
 MIAMI, FLORIDA 33134



**SECOND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

**EXHIBIT "A" PAGE 2**  
ANNEXED TO AND EXTENDING FROM A  
PART OF EXHIBITION OF CONCRETE  
FROM A DAY OF AUGUST 1979

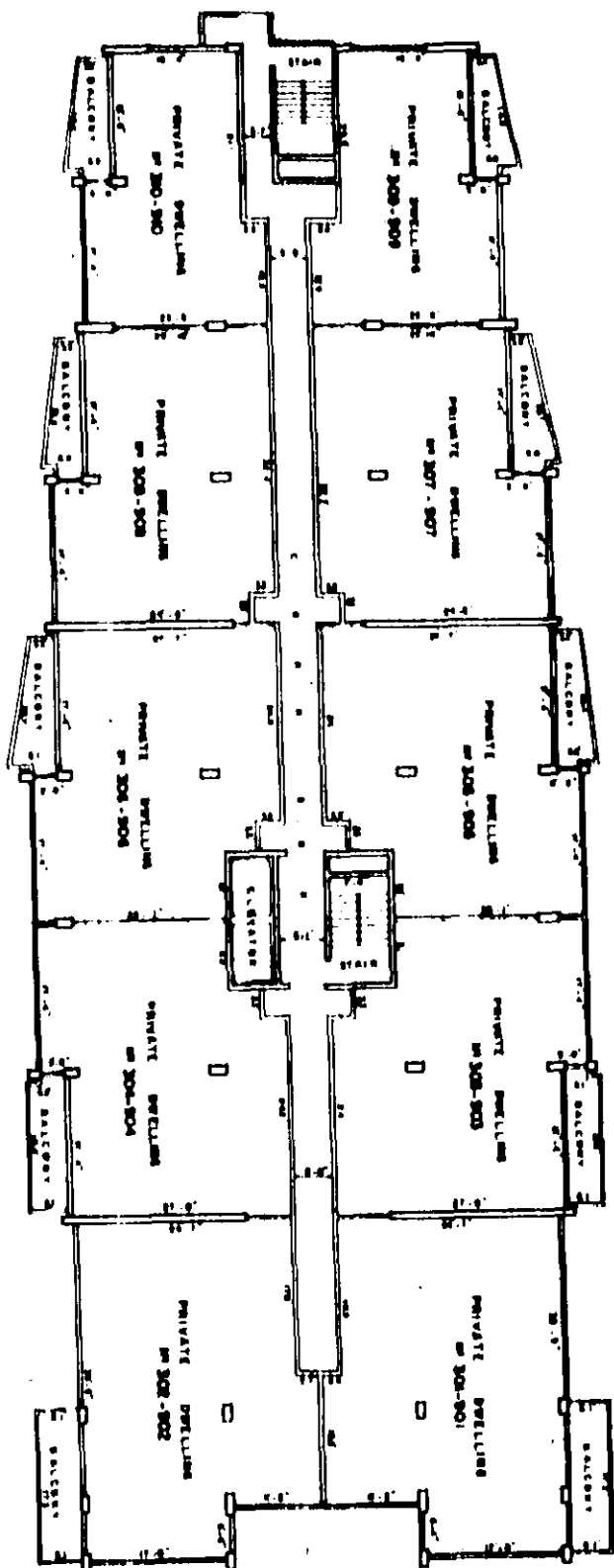
**BRICKELL SQUARE CONDOMINIUM**

DESIGNED BY

BRICKELL SQUARE CONDOMINIUM, INC.

PREPARED BY

E. B. BRICKELL & ASSOC., INC.  
1000 BRICKELL AVENUE, SUITE 1000  
MIAMI, FLORIDA 33131



TYPICAL FLOOR PLAN ( FLOORS 3 THRU 9 )  
SCALE 1/8" = 1'-0"

EXHIBIT "A" PAGE 3

APPROVED TO AND EXHIBIT HERE A  
PART OF DECLARATION OF CONDOMINIUM

THIS 2 DAY OF AUGUST 1978

BRICELL SHORES CONDOMINIUM

PREPARED BY:

SHORELINE CONSTRUCTION, INC.

1000 WEST 10TH AVENUE, SUITE 100

SEASIDE, CALIFORNIA 92082

WITNESSED BY:

S. S. SHORELINE, S. S. SHORELINE, INC.

1000 WEST 10TH AVENUE, SUITE 100

SEASIDE, CALIFORNIA 92082

# PENTHOUSE FLOOR PLAN

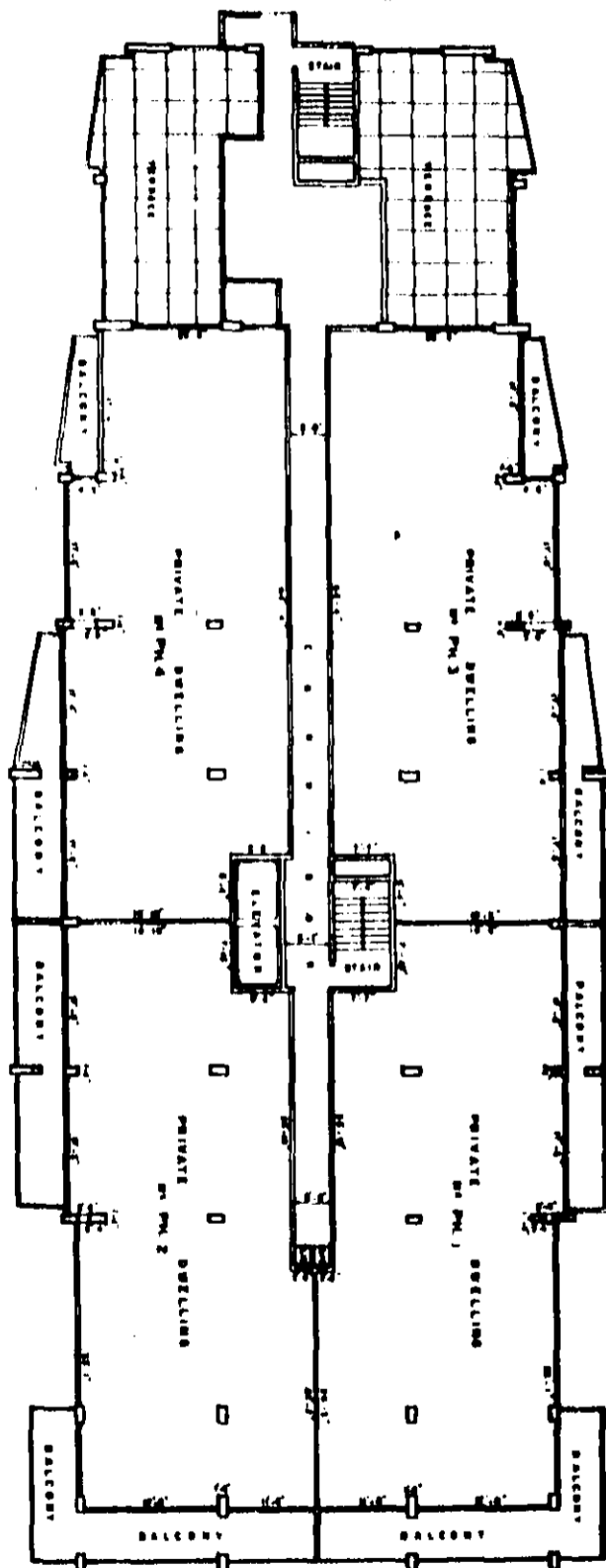


EXHIBIT "A" PAGE 4

APPROVED TO AND EXHIBIT "A" PART OF RECORDS OF CONDOMINIUM

THIS IS ONE OF SEVEN PAGES

BRICKELL SHORES CONDOMINIUM

PREPARED BY:

BRICKELL SHORES CONDOMINIUM ASSOCIATION, INC.

OR BRICKELL SHORES CONDOMINIUM ASSOCIATION, INC.

PREPARED BY:

E. J. SHAW, JR. & ASSOCIATES, INC.

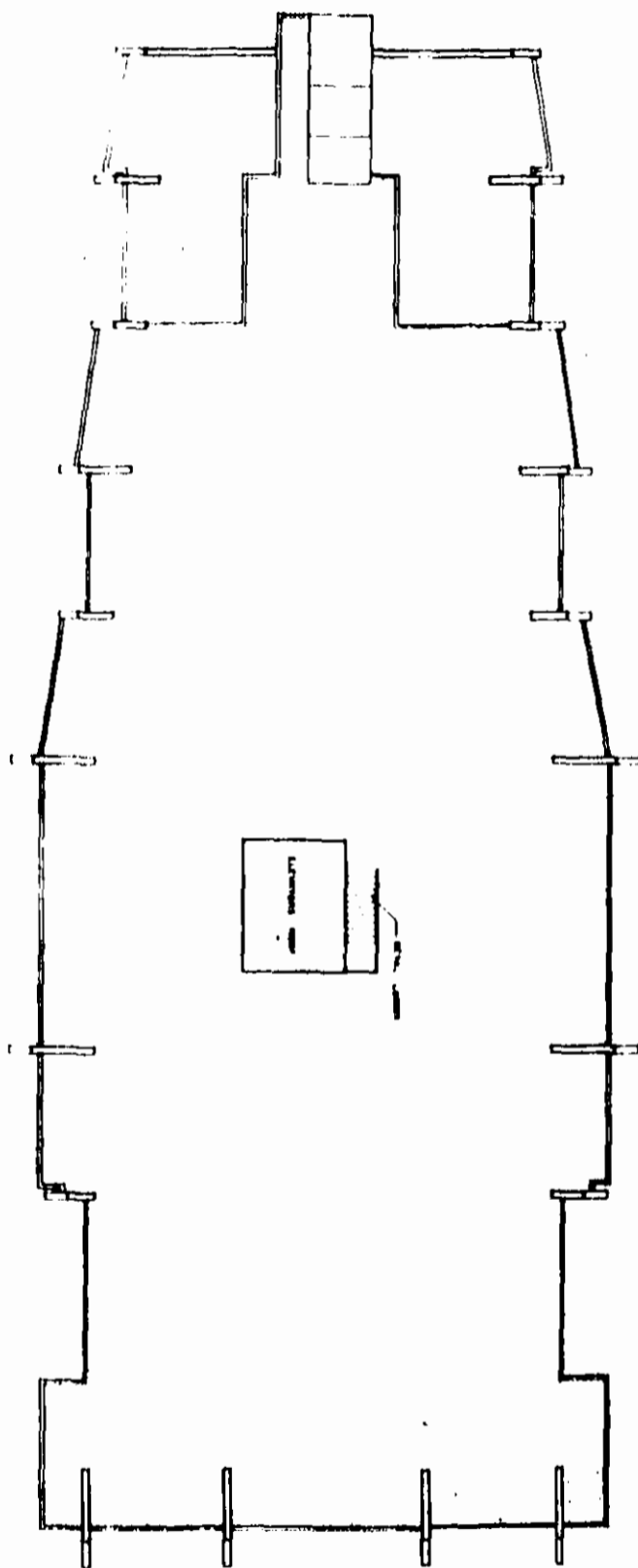
LAND SURVEYORS - CONDOMINIUM PLANNING

1101 N.W. 10TH AVENUE, SUITE 100, MIAMI, FLORIDA 33136

SCALE: 1/8" = 1'-0" DRAWN BY: E. J. SHAW, JR.

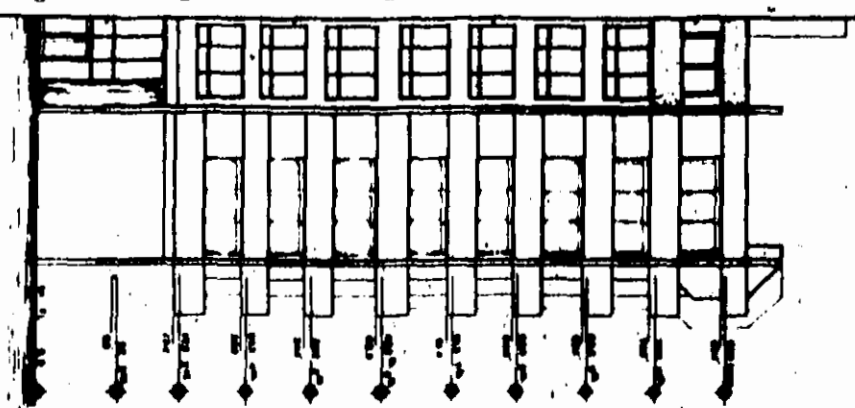
# ROOF PLAN

SCALE 1/8" = 1'-0"



## ELEVATION

SCALE 1/8" = 1'-0"



### EXHIBIT "A" PAGE 5

APPROVED TO AND EXPRESSED AS A  
PART OF DECLARATION OF CONDOMINIUM

THIS 2 DAY OF AUGUST 1978

BRICKELL SHORES CONDOMINIUM

PREPARED FOR

CONTRACTING, INC.

PREPARED BY

E. A. BROWNE & ASSOC., INC.

1111 COLUMBIA ST.

MIAMI, FLORIDA 33136

Select Year: 2016 Go

## The 2016 Florida Statutes

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[Title XL](#)

## REAL AND PERSONAL PROPERTY

[Chapter 718](#)

## CONDOMINIUMS

[View Entire Chapter](#)**718.116 Assessments; liability; lien and priority; interest; collection.—**

(1)(a) A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. For the purposes of this paragraph, the term “previous owner” does not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. A present unit owner’s liability for unpaid assessments is limited to any unpaid assessments that accrued before the association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

(b)1. The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee’s acquisition of title is limited to the lesser of:

a. The unit’s unpaid common expenses and regular periodic assessments which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

b. One percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

2. An association, or its successor or assignee, that acquires title to a unit through the foreclosure of its lien for assessments is not liable for any unpaid assessments, late fees, interest, or reasonable attorney’s fees and costs that came due before the association’s acquisition of title in favor of any other association, as defined in s. [718.103\(2\)](#) or s. [720.301\(9\)](#), which holds a superior lien interest on the unit. This subparagraph is intended to clarify existing law.

(c) The person acquiring title shall pay the amount owed to the association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

(d) With respect to each timeshare unit, each owner of a timeshare estate therein is jointly and severally liable for the payment of all assessments and other charges levied against or with respect to that unit pursuant to the declaration or bylaws, except to the extent that the declaration or bylaws may provide to the contrary.

(e) Notwithstanding the provisions of paragraph (b), a first mortgagee or its successor or assignees who

# EXHIBIT C(1)

Personally Known OR Produced as identification.

(6)(a) The association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

(b) No foreclosure judgment may be entered until at least 30 days after the association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. The notice must be in substantially the following form:

#### DELINQUENT ASSESSMENT

This letter is to inform you a Claim of Lien has been filed against your property because you have not paid the (type of assessment) assessment to (name of association) . The association intends to foreclose the lien and collect the unpaid amount within 30 days of this letter being provided to you.

You owe the interest accruing from (month/year) to the present. As of the date of this letter, the total amount due with interest is \$ . All costs of any action and interest from this day forward will also be charged to your account.

Any questions concerning this matter should be directed to (insert name, addresses, and telephone numbers of association representative) .

If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid assessments, 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 or her last known address; and, upon such mailing, the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a notice of contest of lien as provided in subsection (5). The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the condominium unit is pending before any court; if the rights of the association would be affected by such foreclosure; and if actual, constructive, or substitute service of process has been made on the unit owner.

(c) If the unit owner remains in possession of the unit after a foreclosure judgment has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action.

(d) The association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

(7) A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

(8) Within 15 days after receiving a written request therefor from a unit owner or his or her designee,

or a unit mortgagee or his or her designee, the association shall provide a certificate signed by an officer or agent of the association stating all assessments and other moneys owed to the association by the unit owner with respect to the condominium parcel.

(a) Any person other than the owner who relies upon such certificate shall be protected thereby.

(b) A summary proceeding pursuant to s. 51.011 may be brought to compel compliance with this subsection, and in any such action the prevailing party is entitled to recover reasonable attorney's fees.

(c) Notwithstanding any limitation on transfer fees contained in s. 718.112(2)(i), the association or its authorized agent may charge a reasonable fee for the preparation of the certificate. The amount of the fee must be included on the certificate.

(d) The authority to charge a fee for the certificate shall be established by a written resolution adopted by the board or provided by a written management, bookkeeping, or maintenance contract and is payable upon the preparation of the certificate. If the certificate is requested in conjunction with the sale or mortgage of a unit but the closing does not occur and no later than 30 days after the closing date for which the certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the unit owner, the fee shall be refunded to that payor within 30 days after receipt of the request. The refund is the obligation of the unit owner, and the association may collect it from that owner in the same manner as an assessment as provided in this section.

(9)(a) A unit owner may not be excused from payment of the unit owner's share of common expenses unless all other unit owners are likewise proportionately excluded from payment, except as provided in subsection (1) and in the following cases:

1. If authorized by the declaration, a developer who is offering units for sale may elect to be excused from payment of assessments against those unsold units for a stated period of time after the declaration is recorded. However, the developer must pay common expenses incurred during such period which exceed regular periodic assessments against other unit owners in the same condominium. The stated period must terminate no later than the first day of the fourth calendar month following the month in which the first closing occurs of a purchase contract for a unit in that condominium. If a developer-controlled association has maintained all insurance coverage required by s. 718.111(11)(a), common expenses incurred during the stated period resulting from a natural disaster or an act of God occurring during the stated period, which are not covered by proceeds from insurance maintained by the association, may be assessed against all unit owners owning units on the date of such natural disaster or act of God, and their respective successors and assigns, including the developer with respect to units owned by the developer. In the event of such an assessment, all units shall be assessed in accordance with s. 718.115(2).

2. A developer who owns condominium units, and who is offering the units for sale, may be excused from payment of assessments against those unsold units for the period of time the developer has guaranteed to all purchasers or other unit owners in the same condominium that assessments will not exceed a stated dollar amount and that the developer will pay any common expenses that exceed the guaranteed amount. Such guarantee may be stated in the purchase contract, declaration, prospectus, or written agreement between the developer and a majority of the unit owners other than the developer and may provide that, after the initial guarantee period, the developer may extend the guarantee for one or more stated periods. If a developer-controlled association has maintained all insurance coverage required by s. 718.111(11)(a), common expenses incurred during a guarantee period, as a result of a natural disaster or an act of God occurring during the same guarantee period, which are not covered by the proceeds from such insurance, may be assessed against all unit owners owning units on the date of such natural disaster or act of God, and their successors and assigns, including the developer with respect to

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## The 2016 Florida Statutes

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[Title XL](#)  
REAL AND PERSONAL PROPERTY

[Chapter 718](#)  
CONDOMINIUMS

[View Entire Chapter](#)

### **718.303 Obligations of owners and occupants; remedies.—**

(1) Each unit owner, each tenant and other invitee, and each association is governed by, and must comply with the provisions of, this chapter, the declaration, the documents creating the association, and the association bylaws which shall be deemed expressly incorporated into any lease of a unit. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against:

- (a) The association.
- (b) A unit owner.
- (c) Directors designated by the developer, for actions taken by them before control of the association is assumed by unit owners other than the developer.
- (d) Any director who willfully and knowingly fails to comply with these provisions.
- (e) Any tenant leasing a unit, and any other invitee occupying a unit.

The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in s. [718.503\(1\)\(a\)](#) is entitled to recover reasonable attorney's fees. A unit owner prevailing in an action between the association and the unit owner under this section, in addition to recovering his or her reasonable attorney's fees, may recover additional amounts as determined by the court to be necessary to reimburse the unit owner for his or her share of assessments levied by the association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. Actions arising under this subsection may not be deemed to be actions for specific performance.

(2) A provision of this chapter may not be waived if the waiver would adversely affect the rights of a unit owner or the purpose of the provision, except that unit owners or members of a board of administration may waive notice of specific meetings in writing if provided by the bylaws. Any instruction given in writing by a unit owner or purchaser to an escrow agent may be relied upon by an escrow agent, whether or not such instruction and the payment of funds thereunder might constitute a waiver of any provision of this chapter.

(3) The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b). However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

(a) An association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other

# EXHIBIT C(2)

association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.

(b) A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not agree, the fine or suspension may not be imposed.

(4) If a unit owner is more than 90 days delinquent in paying a fee, fine, or other monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators. The notice and hearing requirements under subsection (3) do not apply to suspensions imposed under this subsection.

(5) An association may suspend the voting rights of a unit or member due to nonpayment of any fee, fine, or other monetary obligation due to the association which is more than 90 days delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the association shall be subtracted from the total number of voting interests in the association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the declaration, articles of incorporation, or bylaws. The suspension ends upon full payment of all obligations currently due or overdue the association. The notice and hearing requirements under subsection (3) do not apply to a suspension imposed under this subsection.

(6) All suspensions imposed pursuant to subsection (4) or subsection (5) must be approved at a properly noticed board meeting. Upon approval, the association must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.

(7) The suspensions permitted by paragraph (3)(a) and subsections (4) and (5) apply to a member and, when appropriate, the member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple units owned by a member.

**History.**—s. 1, ch. 76-222; s. 1, ch. 77-174; s. 12, ch. 84-368; s. 16, ch. 90-151; s. 14, ch. 91-103; s. 5, ch. 91-426; s. 11, ch. 92-49; s. 864, ch. 97-102; s. 14, ch. 2003-14; s. 20, ch. 2008-28; s. 16, ch. 2010-174; s. 8, ch. 2011-196; s. 6, ch. 2013-188; s. 10, ch. 2015-97.

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

CASE NO. 15-2656 CA 01 (22)

THOMAS LUND-HANSEN and MARY  
FLORYS SUMUELY LUND-HANSEN,

Plaintiffs,

vs.

BRICKELL SHORES CONDOMINIUM, INC.,  
MARIA E. ENRIQUEZ, ALLSTATE HOME  
INSPECTIONS, INC., and REBS PROPERTY  
SPECIALIST, LLC,

Defendants.

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**BRICKELL SHORES CONDOMINIUM, INC.'S  
RESPONSE TO PLAINTIFFS' REQUEST FOR ADMISSIONS**

Defendant, BRICKELL SHORES CONDOMINIUM, INC, (the "Association") by and through its undersigned counsel, and pursuant to applicable Florida Rules of Civil Procedure, hereby responds to Plaintiffs' First Request for Admissions and states as follows:

**PRELIMINARY STATEMENT**

- A. The Association makes no incidental or implied admissions of fact in its responses below. The Association's admissions are limited to its express admissions.
- B. This Preliminary Statement is incorporated into the responses set forth below.

**SPECIFIC RESPONSES AND OBJECTIONS TO  
PLAINTIFFS' REQUEST FOR ADMISSIONS**

1. Admit that the Association issued an estoppel certificate on the Property dated June 21, 2012.

**EXHIBIT D(1)**

**Objection:**

**The Association objects to Request No. 1 to the extent that the estoppel certificate speaks for itself.**

**Response:**

**Notwithstanding the foregoing and without waving the objection, the Association admits that its collections counsel, Alba Varela, Esq., issued an estoppel certificate regarding the Property dated June 21, 2012.**

2. Admit the Association authorized Alba Varela to execute an estoppel certificate on the Property in 2012.

**Objection:**

**The Association objects to Request No. 2 to the extent that the estoppel certificate speaks for itself.**

**Response:**

**Notwithstanding the foregoing and without waving the objection, the Association admits that it authorized Alba Varela, Esq., to prepare an estoppel certificate in 2012.**

3. Admit that the Association authorized issuance of the June 21, 2012 estoppel certificate on the Property as referenced in the Complaint.

**Objection:**

**The Association objects to Request No. 3 to the extent that the estoppel certificate speaks for itself.**

**Response:**

**Notwithstanding the foregoing and without waving the objection, the Association admits that it authorized issuance of an estoppel certificate dated June 21, 2012 on the Property.**

4. Admit that in June 2012, the Association represented that there were no present violations of the Homeowners/Condominium Documents on the Property that a proposed purchaser would be held liable for correcting subsequent to purchasing the Property.

**Objections:**

The Association objects to Request No. 4 because, as worded, it is vague (e.g., represented to whom or in what manner of communication), fails to specify a timeframe, and seeks a legal conclusion. As a result, Request No. 4 requires speculation and cannot be answered by a simple admit or deny.

The Association objects to Request No. 4 to the extent that the Association's representation is contained within an estoppel certificate dated June 21, 2012 on the Property. The estoppel certificate speaks for itself.

**Response:**

Notwithstanding the foregoing and without waving the objections, the Association admits the representations contained within an estoppel certificate dated June 21, 2012 on the Property. The Association denies making or authorizing any and all other representations regarding "present violations of the Homeowners/Condominium Documents" on the Property.

5. Admit that the Association has recognized Thomas Lund-Hansen and Mary Florys Sumuely Lund-Hansen as owners of the Property since July 2012.

**Objection:**

None.

**Response:**

The Association admits it has recognized Thomas Lund-Hansen and Mary Florys Sumuely Lund-Hansen as owners of the Property since July 2012.

6. Admit that the Association has disputed the propriety of a balcony enclosure joining the Property and the Condominium's roof.

**Objections:**

The Association objects to Request No. 6 because, as worded, it is vague (e.g., "disputed" and "propriety" are not defined and to or with whom the Association disputed is unspecified), fails to specify a timeframe, and seeks a legal conclusion. As a result, Request No. 6 requires speculation and cannot be answered by a simple admit or deny.

**Response:**

Notwithstanding the foregoing and without waving the objections, the Association denies that it disputed the propriety of the balcony enclosure joining the Property

**and the Condominium's roof. The Association admits that it advised Plaintiffs that the balcony enclosure joining the Property and the Condominium's roof is improper because it violates the Association's governing documents.**

7. Admit that, the Association has disputed the propriety of a balcony enclosure on the Property's balcony.

**Objections:**

**The Association objects to Request No. 7 because, as worded, it is vague (e.g., "disputed" and "propriety" are not defined and to or with whom the Association disputed is unspecified), fails to specify a timeframe, and seeks a legal conclusion. As a result, Request No. 7, requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association denies that it disputed the propriety of the balcony enclosure on the Property's balcony. The Association admits that it advised Plaintiffs that the balcony enclosure is improper because it violates the Association's governing documents.**

8. Admit that the balcony enclosure at issue in the Complaint is an encroachment on the Association's common elements or limited common elements.

**Objections:**

**The Association objects to Request No. 8 because, as worded, it is vague (e.g., the state or time of the balcony enclosure is unspecified), compound, fails to specify a timeframe, and seeks a legal conclusion. As a result, Request No. 8, requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association admits that the balcony enclosure currently violates the Association's governing documents.**

9. Admit that the balcony enclosure at issue in the Complaint is not an encroachment on the Association's common elements or limited common elements.

**Objections:**

**The Association objects to Request No. 9 because, as worded, it is vague (e.g., the state or time of the balcony enclosure is unspecified), compound, fails to specify a**

**timeframe, and seeks a legal conclusion. As a result, Request No. 9, requires speculation and cannot be answered by a simple admit or deny.**

**The Association also objects to Request No. 9 because it is argumentative insofar as this question was asked and answered with regard to Request No. 8, above.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association admits that the balcony enclosure currently violates the Association's governing documents.**

10. Admit that the balcony enclosure at issue in the Complaint is in violation or breach of the Association's governing documents.

**Objections:**

**The Association objects to Request No. 10 because, as worded, it is vague (e.g., the state or time of the balcony enclosure is unspecified), compound, fails to specify a timeframe, and seeks a legal conclusion. As a result, Request No. 10 requires speculation and cannot be answered by a simple admit or deny.**

**The Association also objects to Request No. 10 to the extent that the Association's governing documents speak for themselves.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association admits that the balcony enclosure currently violates the Association's governing documents.**

11. Admit that the balcony enclosure at issue in the complaint is not in violation or breach of the Association's governing documents.

**Objections:**

**The Association objects to Request No. 11 because, as worded, it is vague (e.g., the state or time of the balcony enclosure is unspecified), compound, fails to specify a timeframe, and seeks a legal conclusion. As a result, Request No. 10 requires speculation and cannot be answered by a simple admit or deny.**

**The Association also objects to Request No. 11 to the extent that the Association's governing documents speak for themselves.**

**The Association also objects to Request No. 11 because it is argumentative insofar as this question was asked and answered with regard to Request No. 10, above.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association denies that the balcony enclosure currently does not violate the Association's governing documents.**

12. Admit that the balcony enclosure at issue in the Complaint existed before 2012.

**Objections:**

**The Association objects to Request No. 12 because, as worded, it is vague (e.g., the state or time of the balcony enclosure is unspecified). As a result, Request No. 12 requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association is without sufficient knowledge to admit or deny Request No. 12, and therefore denies same.**

13. Admit that the Association does not know when the balcony enclosure at issue in the Complaint was constructed.

**Objections:**

**The Association objects to Request No. 13 because, as worded, it is vague (e.g., the state or time of the balcony enclosure is unspecified). As a result, Request No. 13 requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association admits that it does not know when the balcony enclosure was originally constructed.**

14. Admit that the balcony enclosure at issue in the Complaint continues to exist.

**Objection:**

**The Association objects to Request No. 14 because, as worded, it is vague (e.g., the state or time of the balcony enclosure is unspecified). As a result, Request No. 14 requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association admits that the balcony enclosure, in its current state, continues to exist.**

15. Admit that the balcony enclosure at issue in the Complaint is not originally caused by the purposeful acts of Thomas Lund-Hansen and Mary Florys Sumuely Lund-Hansen.

**Objections:**

**The Association objects to Request No. 15 because, as worded, it is vague (e.g., the state or time of the balcony enclosure is unspecified and “purposeful acts” is undefined), fails to specify a timeframe, and seeks a legal conclusion. As a result, Request No. 15 requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association is without sufficient knowledge to admit or deny the allegations in Request No. 15, and therefore denies same.**

16. Admit that the balcony enclosure at issue in the Complaint is not originally caused by the negligent acts of Thomas Lund-Hansen and Mary Florys Sumuely Lund-Hansen.

**Objection**

**The Association objects to Request No. 16 because, as worded, it is vague (e.g., the state or time of the balcony enclosure is unspecified and “negligent acts” is undefined), fails to specify a timeframe, and seeks a legal conclusion. As a result, Request No. 16 requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association is without sufficient knowledge to admit or deny the allegations in Request No. 16, and therefore denies same.**

17. Admit that the balcony enclosure at issue in the Complaint is not originally caused by any acts of Thomas Lund-Hansen and Mary Florys Sumuely Lund-Hansen.

**Objection:**

**The Association objects to Request No. 17 because, as worded, it is vague (e.g., the state or time of the balcony enclosure is unspecified), fails to specify a timeframe,**

**and seeks a legal conclusion. As a result, Request No. 17, requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association is without sufficient knowledge to admit or deny the allegations in Request No. 17, and therefore denies same.**

18. Admit that the balcony enclosure at issue in the Complaint was originally caused by an act of the Prior Owner.

**Objections:**

**The Association objects to Request No. 18 because, as worded, it is vague (e.g., the state or time of the balcony enclosure is unspecified), fails to specify a timeframe, and reaches a legal conclusion. As a result, Request No. 18, requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association is without sufficient knowledge to admit or deny the allegations in Request No. 18, and therefore denies same.**

19. Admit that the Association has access to the roof of the Condominium.

**Objection:**

**The Association objects to Request No. 19 to the extent that the Association's governing documents and Florida's Condominium Act establish the powers of the Association and speak for themselves.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association admits that it has access to the roof of the Condominium.**

20. Admit that the Association inspected the Condominium's roof between January 2010 and May 2012.

**Objection:**

**The Association objects to Request No. 20 because, as worded, it is vague (e.g., "inspected" is not defined). As a result, Request No. 20 requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objection, the Association is without sufficient knowledge to admit or deny the allegations in Request No. 20, and therefore denies same.**

21. Admit that the balcony enclosure at issue in the Complaint is visible from the Condominium's parking lot.

**Objections:**

**The Association objects to Request No. 21 because, as worded, it is vague (e.g., visible from where in the parking lot, visible under what conditions, visible by whom) and does not specify a timeframe. As a result, Request No. 21 requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association is without sufficient knowledge to admit or deny the allegations in Request No. 21, and therefore denies same.**

22. Admit that the balcony enclosure at issue in the Complaint is visible from the Condominium's roof.

**Objections:**

**The Association objects to Request No. 22 because, as worded, it is vague (e.g., visible from where on the roof, visible under what conditions, visible by whom) and does not specify a timeframe. As a result, Request No. 22 requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association is without sufficient knowledge to admit or deny the allegations in Request No. 22, and therefore denies same.**

23. Admit that the Association was aware of the balcony enclosure at issue in the Complaint by or before June 2012.

**Objection:**

**The Association objects to Request No. 23 because, as worded, it is vague (e.g., the state or time of the balcony enclosure is unspecified) and seeks a legal conclusion.**

**As a result, Request No. 23 requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association denies that it was aware of the balcony enclosure by or before June 2012.**

24. Admit that the Association does not have a copy of the minutes of all meetings of the Association from the past 7 years.

**Objections:**

**The Association objects to Request No. 24 to the extent that the Association's meeting minutes are contained within the Association's official records, all of which speak for themselves and may be viewed pursuant to an official records request.**

**The Association also objects to Request No. 24 to the extent that it seeks information that is irrelevant, overbroad and unduly burdensome.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association is without sufficient knowledge to admit or deny the allegations in Request No. 24, and therefore denies same.**

25. Admit that the Association does not have a copy of all records it has received relating to the Property from the last 7 years.

**Objections:**

**The Association objects to Request No. 25 to the extent that the Association's records related to the property are contained Association's official records, all of which speak for themselves and may be viewed pursuant to an official records request.**

**The Association also objects to Request No. 25 to the extent that it seeks information that is irrelevant, overbroad (e.g., confidential information regarding the Prior Owner of the Property), and unduly burdensome.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association is without sufficient knowledge to admit or deny the allegations in Request No. 25, and therefore denies same.**

26. Admit that the Association does not have all accounting records for the Association from the past 7 years.

**Objections:**

**The Association objects to Request No. 26 to the extent that the Association's accounting records are contained Association's official records, all of which speak for themselves and may be viewed pursuant to an official records request.**

**The Association also objects to Request No. 26 to the extent that it seeks information that is irrelevant, overbroad, and unduly burdensome.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association is without sufficient knowledge to admit or deny the allegations in Request No. 26, and therefore denies same.**

27. Admit that the in May 2013 the Board of the Association adopted a motion disapproving the balcony enclosure at issue in the complaint.

**Objections:**

**The Association objects to Request No. 27 because, as worded, it is vague. As a result, Request No. 27 requires speculation and cannot be answered by a simple admit or deny.**

**The Association also objects to Request No. 27 because the Association's Meeting Minutes from May 2013 speak for themselves.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association admits that in May 2013 the Board of the Association adopted a motion disapproving the balcony enclosure as it existed in May 2013.**

28. Admit that in May 2013 the Board of the Association approved legal action to remove the balcony enclosure at issue in the Complaint.

**Objections:**

**The Association objects to Request No. 28 because, as worded, it is vague. As a result, Request No. 28 requires speculation and cannot be answered by a simple admit or deny.**

**The Association also objects to Request No. 28 because the Association's Meeting Minutes from May 2013 speak for themselves.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association admits that in May 2013 the Board of the Association approved legal action by the Association to force Plaintiffs to remove the balcony enclosure as it in May 2013.**

29. Admit that in August 2013 the Association advised that it would file a lawsuit to seek removal of the balcony enclosure at issue in the Complaint if it was not voluntarily removed.

**Objections:**

**The Association objects to Request No. 29 because, as worded, it is vague (e.g., who was advised or in what manner of communication such advice was provided). As a result, Request No. 29 requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association is without sufficient knowledge to admit or deny the allegations in Request No. 29, and therefore denies same.**

30. Admit that after purchasing the Property, Thomas Lund-Hansen and Mary Florys Sumuely Lund-Hansen requested the Association's approval to cooperate in their remodeling of the balcony enclosure at issue in the Complaint.

**Objection:**

**The Association objects to Request No. 30 because, as worded, it is vague (e.g., does not: (a) specify to whom Plaintiffs made their request, (b) the manner of communication that Plaintiffs made their request, (c) the timeframe for their request, or (d) define a request). As a result, Request No. 30 requires speculation and cannot be answered by a simple admit or deny.**

**Response:**

**Notwithstanding the foregoing and without waving the objections, the Association is without sufficient knowledge to admit or deny the allegations in Request No. 30, and therefore denies same. The Association also denies that Plaintiffs have followed procedures contained within the Association's governing documents regarding remodeling or modifications.**

Respectfully submitted,

/s/ Timothy West  
Ramy P. Elmasri, Esq.  
Florida Bar No. 0083370  
Timothy West, Esq.  
Florida Bar No. 0107116

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** a true and correct copy of the foregoing was served electronically this 25<sup>th</sup> day of June, 2015 to:

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RPE/TW/slc  
1459-150323

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

CASE NO. 15-2656 CA 01 (22)

THOMAS LUND-HANSEN and MARY  
FLORYS SUMUELY LUND-HANSEN,

Plaintiffs,

vs.

BRICKELL SHORES CONDOMINIUM, INC.,  
MARIA E. ENRIQUEZ, ALLSTATE HOME  
INSPECTIONS, INC., and REBS PROPERTY  
SPECIALIST, LLC,

Defendants.

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**DEFENDANT'S RESPONSE TO PLAINTIFFS'  
AMENDED FIRST REQUESTS FOR ADMISSIONS**

Defendant, BRICKELL SHORES CONDOMINIUM, INC, (the "Association") by and through its undersigned counsel, and pursuant to applicable Florida Rules of Civil Procedure, hereby responds to Plaintiffs' Amended First Request for Admissions dated July 29, 2015, and states as follows:

**PRELIMINARY STATEMENT**

A. The Association makes no incidental or implied admissions of fact in its responses below. The Association's admissions are only limited to express admissions.

B. This Preliminary Statement is incorporated into the responses set forth below.

**SPECIFIC RESPONSES TO  
PLAINTIFFS' AMENDED REQUESTS**

20. Admit that the Association inspected the Condominium's roof between January 2010 and May 2012, where "*inspected*" means to physically enter the roof area and visually look

**EXHIBIT D(2)**

*at and/or examine the roof to assess its condition or discover any shortcomings in any way.*

**Response:**

**The Association is without sufficient knowledge to admit or deny, and therefore same is DENIED.**

21. Admit that the balcony enclosure at issue in the Complaint is visible from the Condominium's parking lot, *where "visible means able to be physically seen by a representative of the Association at any point when that representative is walking the perimeter of the parking lot, at the present time (in or about August-September 2015) in a good faith effort to respond to this request.*

**Response:**

**The Association admits that the balcony enclosure at issue is "visible" from certain vantage points near the perimeter of the Condominium's parking lot at the present time (in or about August-September 2015). The definition or suggestion of visible "at any point" is otherwise DENIED.**

22. Admit that the balcony enclosure at issue in the Complaint is visible from the Condominium's roof, *where "visible means able to be physically seen by a representative of the Association at any point when that representative is walking the perimeter of the roof, at the present time (in or about August-September 2015) in a good faith effort to respond to this request..*

**Response:**

**The Association admits that the balcony enclosure at issue is "visible" from certain vantage points near the perimeter of the Condominium's roof at present time (in or about August-September 2015). The definition or suggestion of visible "at any point" is otherwise DENIED.**

Respectfully submitted,

/ s / Timothy West  
Ramy P. Elmasri, Esq.  
Florida Bar No. 0083370  
Timothy West, Esq.  
Florida Bar No. 0107116

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** a true and correct copy of the foregoing was served electronically this 21<sup>st</sup> day of August, 2015 to:

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By: /s/ Timothy West  
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**EXHIBIT D(2)**

**DEFENDANT'S ANSWERS**  
**TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**

1. Identify all persons who were consulted, participated in, or were involved with you in preparing your answers to these interrogatories and state the general nature of each person's participation.

**Objections:**

**None at this time.**

**Answer:**

**Ms. Cheline Duran, President of Defendant**  
**c/o 1680 N.E. 135<sup>th</sup> Street, Miami, FL 33181;**

**Mr. Julio Sanchez, Property Manager of Defendant**  
**c/o 1680 N.E. 135<sup>th</sup> Street, Miami, FL 33181;**

**Timothy West, Esq. (counsel)**  
**1680 N.E. 135<sup>th</sup> Street, Miami, FL 33181; and**

**Ramy P. Elmasri, Esq. (counsel)**  
**1680 N.E. 135<sup>th</sup> Street, Miami, FL 33181**

2. Identify any person who has, claims to have, or who you believe may have knowledge or information relating to any facts alleged in the complaint in this action, and the specific nature and substance of the knowledge that you believe each person identified in your response has.

**Objections:**

**Defendant objects to this question insofar as it is compound, unclear and requires speculation.**

**Defendant objects to the terminology "whom you believe" as this question invades counsel's work product and/or the attorney work product.**

**Defendant objects to this question to the extent that it seeks information protected by the attorney-client privilege.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**Ms. Cheline Duran, President of Defendant**  
**c/o 1680 N.E. 135<sup>th</sup> Street, Miami, FL 33181**

**Ms. Duran may have knowledge concerning issues identified in Plaintiffs' Complaint as well as Defendant's defenses thereto;**

**Mr. Julio Sanchez, Property Manager of Defendant**  
**c/o 1680 N.E. 135<sup>th</sup> Street, Miami, FL 33181;**

**Mr. Sanchez may have knowledge concerning issues identified in Plaintiffs' Complaint as well as Defendant's defenses thereto;**

**Ms. Alba Varela, Former Counsel of Defendant;**  
**2340 South Dixie Highway, Miami, FL 33133;**

**Ms. Varela may have knowledge concerning issues identified in Plaintiffs' Complaint as well as Defendant's defenses thereto;**

**Maripaz Pereira, Realtor, United Realty Group, wife (or significant other) of Enrique Cordoba;**  
**1440 Brickell Bay Dr., Miami FL 33131;**

**Ms. Maripaz Pereira may have knowledge concerning issues identified in Plaintiffs' Complaint as well as Defendant's defenses thereto;**

**Enrique Cordoba, Former President of Defendant;**  
**1440 Brickell Bay Dr., Miami FL 33131;**

**Mr. Enrique Cordoba may have knowledge concerning issues identified in Plaintiffs' Complaint as well as Defendant's defenses thereto;**

**Maria E. Enriquez, Co-Defendant;**

**Ms. Maria E. Enriquez may have knowledge concerning issues identified in Plaintiffs' Complaint as well as Defendant's defenses thereto;**

**Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.**

3. State the Association's procedure in 2012 for issuing estoppel certificates.

**Objections:**

**None at this time.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**At all times material hereto, Defendant's procedure for issuing estoppel certificate mirrors the requirements of Florida's Condominium Act. Specifically, Defendant prepares estoppel certificates to identify and communicate monies owed to Defendant. Upon an owner's, mortgagee's, or a respective designees' request, Defendant (or its agent) should reasonably review Defendant's ledgers and records to complete and sign the estoppel certificate.**

4. Describe any investigation, inspection or review of the Property that the Association performed before issuing the June 21, 2012 estoppel certificate on the Property (as admitted in the Association's June 25, 2015 response to request for admissions).

**Objections:**

**Defendant objects to this question to the extent that it invades counsel's work product and/or the attorney-client privilege.**

**Defendant objects to this question insofar as it is compound, unclear, and requires speculation.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**None and this question incorrectly describes the involved circumstances. Defendant's collections counsel, Alba Varela, completed and signed the June 21, 2012 estoppel certificate based upon her review of Defendant's ledgers and records in or about June 2012.**

5. Describe any investigation, inspection or review of the Condominium that the Association performed before issuing the June 21, 2012 estoppel certificate on the Property (as admitted in the Association's June 25, 2015 response to request for admissions).

**Objections:**

**Defendant objects to this question to the extent that it invades counsel's work product and/or the attorney-client privilege.**

**Defendant objects to this question on the grounds that it is compound, vague and requires speculation.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**None and this question incorrectly describes the involved circumstances. Defendant's collections counsel, Alba Varela, completed and signed the June 21, 2012 estoppel certificate based upon her review of Defendant's ledgers and records in or about June 2012.**

6. Describe any investigation or review of the Association's official records that the Association performed before issuing the June 21, 2012 estoppel certificate on the Property (as admitted in the Association's June 25, 2015 response to request for admissions).

**Objections:**

**Defendant objects to this question to the extent that it invades counsel's work product and/or the attorney-client privilege.**

**Defendant objects to this question insofar as it is compound, unclear, and requires speculation.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**Defendant's collections counsel, Alba Varela, completed and signed the June 21, 2012 estoppel certificate based upon her review of Defendant's ledgers and records in or about June 2012.**

7. Identify any prior owners of the Property who served on the Association's Board of Directors over the past 20 years.

**Objections:**

**Defendant objects to this question insofar as it is compound, unclear, unduly burdensome, and requires speculation.**

**Defendant objects to this question insofar as it requests information that is not relevant to the subject matter of the instant action and is not reasonably calculated to lead to the discovery of admissible evidence**

**Defendant objects to this question insofar as it is unduly burdensome. Plaintiff can discern this information requested in response to this question through public records or an official records request.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**Defendant is currently unaware of any prior owners of the Property who served on Defendant's Board of Directors.**

8. Identify all directors on the Association's Board of Directors over the past 20 years.

**Objections:**

**Defendant objects to this question insofar as it is compound, unclear, unduly burdensome, and requires speculation.**

**Defendant objects to this question insofar as it requests information that is not relevant to the subject matter of the instant action and is not reasonably calculated to lead to the discovery of admissible evidence**

**Defendant objects to this question insofar as it is unduly burdensome. Plaintiff can discern this information requested in response to this question through public records or an official records request.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**Current Members of Defendant's Board of Directors:**

**Duran, Chelin: 2009-2015  
President  
1440 Brickell Bay Dr.  
Miami FL 33131**

**Pena, Maria: 2007-2008, 2015  
Vice President  
1440 Brickell Bay Dr.  
Miami FL 33131**

**Fernandez De Castro, Mariloy: 2008-2009, 2013-2015**  
**Secretary**  
**1440 Brickell Bay Dr.**  
**Miami FL 33131**

**Gamio, Agustin: 2014-2015**  
**Treasurer**  
**1440 Brickell Bay Dr.**  
**Miami FL 33131**

**Johann, Jennifer: 2015**  
**Director**  
**1440 Brickell Bay Dr.**  
**Miami FL 33131**

**Former Members of Defendant's Board of Directors:**

**Diaz, Frank: 1995- 2000**  
**Barros, Carmen: 1995-2003**  
**McCormick, Edward: 1995-2000**  
**Martinez, Ofelia: 1998- 2000**  
**Garcia-Allen, Eduardo: 1999- 2001**  
**Gonzalez, Dulce: 1999-2000**  
**Hurtado, Sonia: 2001- 2005, 2009-2010**  
**Steward, Donnie: 2001**  
**Lopez, Juan T.: 2001**  
**Eiras, Jose M.: 2001-2009**  
**Cordoba, Enrique: 2001-2012**  
**Balestra, Victor Pablo: 2002-2003**  
**Gutierrez, Leandro: 2004-2010, 2013**  
**Brizuela, Javier: 2004-2009**  
**Sanchez, Carlos: 2006-2007**  
**Betancourt, Liv: 2009**  
**Molina, Hilda D: 2009-2012**  
**Amado, Ana Lissa: 2013-2014**  
**Angulo, Mario: 2013-2014**

9. State the dates and parties involved in any complaints to the Association relating to the Property's balcony enclosure joining the Property and the Condominium's roof over the past five years.

**Objections:**

**Defendant objects to this question insofar as it is compound, unclear, and requires speculation.**

**Defendant objects to the terminology “whom you believe” as this question invades counsel’s work product and/or the attorney work product.**

**Defendant objects to this question insofar as it requests information that is not relevant to the subject matter of the instant action and is not reasonably calculated to lead to the discovery of admissible evidence**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**The City of Miami issued a Notice of Violation regarding Plaintiff’s improper alteration, the rooftop patio and balcony enclosure, on or about February 2013. While Defendant cannot recall other dates or parties at this time, Defendant received numerous complaints from residents of the Condominium and residents of the neighboring condominium building.**

**Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.**

10. State the dates and parties involved in any complaints to the Association relating to the Property’s balcony enclosure joining the Property and the Condominium’s roof over the last twenty years.

**Objections:**

**Defendant objects to this question insofar as it is compound, unclear, unduly burdensome, and requires speculation.**

**Defendant objects to the terminology “whom you believe” as this question invades counsel’s work product and/or the attorney work product.**

**Defendant objects to this question insofar as it requests information that is not relevant to the subject matter of the instant action and is not reasonably calculated to lead to the discovery of admissible evidence calculated to lead to the discovery of admissible evidence**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**The City of Miami issued a Notice of Violation regarding Plaintiff's improper alteration, the rooftop patio and balcony enclosure, on or about February 2013. While Defendant cannot recall other dates or parties at this time, Defendant received numerous complaints from residents of the Condominium and residents of the neighboring condominium building.**

**Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.**

11. Identify any non-privileged documents currently in the Association's official records or possession relating to the Property's balcony enclosure joining the Property and the Condominium's roof.

**Objections:**

**Defendant objects to this question insofar as it is compound, unclear, unduly burdensome, and requires speculation.**

**Defendant objects to the terminology "relating to" as this question invades counsel's work product and/or the attorney work product.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**All non-privileged documents are contained within Defendant's official records. These documents are accessible via an official records inspection or will be produced in discovery.**

- A) Defendant's Declaration of Condominium;**
- B) Defendant's By-Laws;**
- C) Defendant's Articles of Incorporation;**
- D) Defendant's Rules and Regulations;**
- E) Correspondence dated April 16, 2013 between Julio Sanchez and Plaintiff, Thomas Lund-Hansen, regarding removal of Plaintiffs' improper alteration, the rooftop patio and balcony enclosure;**
- F) Correspondence dated August 28, 2013 between Rosa M. de la Camara, Esq., and Plaintiffs regarding removal of Plaintiffs' improper alteration, the rooftop patio and balcony enclosure;**
- G) Defendant's May 21, 2013 Board Meeting Minutes and unanimous motion disapproving Plaintiffs' improper alteration, the rooftop patio and balcony enclosure;**

- H) Correspondence dated August 14, 2014 between Rosa M. de la Camara, Esq., and Jeremy Koss, Esq., regarding Defendant's regarding removal of Plaintiffs' improper alteration, the rooftop patio and balcony enclosure; and
- I) Documents contained within City of Miami's Code Enforcement and/or Code Compliance Department's investigations and proceedings, including the City of Miami's Code Enforcement's Board Meeting on April 24, 2013 and a Notice of Violation from or about February 2013.

**Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.**

12. Specifically identify how the Property's balcony enclosure joining the Property and the Condominium's roof violates the Association's governing documents, including the specific provisions violated (as admitted in the Association's response to request for admissions).

**Objections:**

**Defendant objects to this question insofar as it is compound, unclear, and requires speculation.**

**Defendant objects to this question to the extent that it invades counsel's work product and/or the attorney-client privilege.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**Defendant's governing documents, including its Declaration of Condominium and By-Laws, and specifically indicate how the rooftop patio and balcony enclosure is improper. The rooftop patio and balcony enclosure violates Defendant's governing documents because it is a structural modification and an alteration to Defendant's common elements without approval from Defendant's Board of Directors or other unit owners. The rooftop patio and balcony enclosure violates, *inter alia*, the following provisions:**

**Sections III, VI, VII, XIV, XV, XVIII, XIX and XXXVI of Defendant's Declaration of Condominium.**

**Specifically, Section XVIII of Defendant's Declaration of Condominium provides: "[n]o owner of a private dwelling shall permit there to be made any structural modification or alterations in such private dwelling without first obtaining written consent of Association, which consent may be withheld in the event that a majority of the Board of Directors of said Association shall determine, in their sole discretion,**

that such structural modifications or alterations would adversely affect or in any manner endanger the condominium in part or in entirety. If the modification or alteration desired by the owner of any private dwelling involves the removal of any permanent interior or partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting common property located thereon. No owner shall cause any improvements or changes to be made on the exterior of the condominium, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the condominium, or in any manner change the appearance of any portion of the building not within the walls of private dwelling without the written consent of Association being first had and obtained.”

In addition, Section VIII, Paragraph 6 of Defendant’s Rules and Regulations states: “[n]o Unit Owner or Occupant may alter, change or remove any furniture, furnishings or equipment in the Common Elements.”

Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.

13. State the steps that the Association has taken to correct violations to the Association’s governing documents caused by the Property’s balcony enclosure joining the Property and the Condominium’s roof.

**Objections:**

Defendant objects to this question insofar as it is compound, unclear, and requires speculation.

Defendant objects to this question to the extent that it invades counsel’s work product and/or the attorney-client privilege.

**Answer:**

Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:

This question incorrectly describes the involved circumstances. The rooftop patio and balcony enclosure violates Defendant’s governing documents because it is a structural modification and an alteration to Defendant’s common elements without approval from Defendant’s Board of Directors or other unit owners. Upon Defendant’s discovery of Plaintiff’s improper rooftop patio and balcony enclosure (after receiving the City of Miami’s Notice of Violation in February 2013), Defendant took immediate and reasonable steps to force Plaintiffs to adhere to Defendant’s governing documents by, *inter alia*: (1) repeatedly notifying Plaintiffs

and their counsels that the rooftop patio and balcony enclosure are improper; (2) demanding that Plaintiffs remove their rooftop patio and balcony enclosure; (3) passing a unanimous motion expressly declaring that the rooftop patio and balcony enclosure is improper and must be removed; (4) advising the City of Miami Beach as to the improper nature of Plaintiffs' rooftop patio and balcony enclosure; and (5) asserting positions and defenses involved in this litigation.

Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.

14. Identify any work or repairs done on the Condominium's roof by the Association or its agents between 2000 and 2012.

**Objections:**

Defendant objects to this question insofar as it is unduly burdensome, unclear, and requires speculation.

Defendant objects to this question because it is overbroad and not limited in time or scope.

Defendant objects to this question to the extent that it seeks information that is not relevant to the subject matter of the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.

**Answer:**

Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:

Electrical panel installations were performed on or about August 15, 2012. Defendant is currently unaware of any other work or repairs to the Condominium's roof.

Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.

15. Identify each time the Association or its agents entered the Condominium's roof between 2008 and 2012.

**Objections:**

Defendant objects to this question insofar as it is unduly burdensome, unclear, and requires speculation.

**Defendant objects to this question to the extent that it seeks information that is not relevant to the subject matter of the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**Defendant is currently unaware of any specific times that Defendant or its agents entered the Condominium's roof between 2008 and 2012.**

**Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.**

16. State any basis that the Association has supporting construction of the Property's balcony enclosure (joining the Property and the Condominium's roof) after the Association issued the June 21, 2012 estoppel certificate on the Property (as admitted in the Association's response to request for admissions).

**Objections:**

**Defendant objects to this question insofar as it is unduly burdensome, unclear, and requires speculation.**

**Defendant objects to this question to the extent that it seeks information that is not relevant to the subject matter of the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.**

**Defendant objects to this question to the extent that it invades counsel's work product and/or the attorney-client privilege.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**This question incorrectly describes the involved circumstances. Defendant lacks any basis to support the balcony enclosure, either before or after the June 21, 2012 estoppel certificate, because the balcony enclosure violates Defendant's governing documents.**

**Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.**

17. State any basis that the Association has supporting construction of the Property's balcony enclosure (joining the Property and the Condominium's roof) before the Association issued the June 21, 2012 estoppel certificate on the Property (as admitted in the Association's response to request for admissions).

**Objections:**

**Defendant objects to this question insofar as it is unduly burdensome, unclear, and requires speculation.**

**Defendant objects to this question to the extent that it seeks information that is not relevant to the subject matter of the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.**

**Defendant objects to this question to the extent that it invades counsel's work product and/or the attorney-client privilege.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**This question incorrectly describes the involved circumstances. Defendant lacks any basis to support the balcony enclosure, either before or after the June 21, 2012 estoppel certificate, because the balcony enclosure violates Defendant's governing documents.**

**Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.**

18. Identify any documents supporting the Association's responses to interrogatories no. 16 and 17.

**Objections:**

**Defendant objects to this question insofar as it is compound, unclear, and requires speculation.**

**Defendant objects to this question because it is overbroad and not limited in time or scope.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**None at this time.**

**Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.**

19. State when and how the Association first became aware of the Property's balcony enclosure joining the Property and the Condominium's roof.

**Objections:**

**Defendant objects to this question insofar as it is compound, unclear, unduly burdensome, and requires speculation.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**Defendant first became aware of Plaintiff's improper rooftop patio and balcony enclosure on or about February 2013, when the City of Miami issued a Notice of Violation regarding same.**

**Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.**

20. Identify any documents supporting the Association's responses to interrogatories no. 19.

**Objections:**

**Defendant objects to this question to the extent that it invades counsel's work product and/or the attorney-client privilege.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

- A) Correspondence dated February 28, 2013 from Rosa M. de la Camara, Esq., to all unit owners regarding violations of Defendant's governing documents;**
- B) Correspondence dated March 25, 2013 from Julio Sanchez and City of Miami's Code Compliance Department;**
- C) Correspondence dated April 16, 2013 between Julio Sanchez and Plaintiff, Thomas Lund-Hansen, regarding removal of Plaintiffs' improper alteration, the rooftop patio and balcony enclosure;**

- D) Defendant's May 21, 2013 Board Meeting Minutes and unanimous motion disapproving Plaintiffs' improper alteration, the rooftop patio and balcony enclosure;**
- E) Correspondence dated August 28, 2013 between Rosa M. de la Camara, Esq., and Plaintiffs regarding removal of Plaintiffs' improper alteration, the rooftop patio and balcony enclosure;**
- F) Correspondence dated August 14, 2014 between Rosa M. de la Camara, Esq., and Jeremy Koss, Esq., regarding removal of Plaintiffs' improper rooftop patio and balcony enclosure; and**
- G) Documents contained within City of Miami's Code Enforcement and/or Code Compliance Department's investigations and proceedings, including the City of Miami's Code Enforcement's Board Meeting on April 24, 2013 and a Notice of Violation from or about February 2013.**

**Defendant expressly reserves its right to rely upon additional facts that develop or arise during investigation and discovery.**

21. Identify any prior owners of the Property over the past 20 years.

**Objections:**

**Defendant objects to this question to the extent that it seeks information that is not relevant to the subject matter of the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.**

**Defendant objects to this question insofar as it is unduly burdensome. Plaintiff can discern this information requested in response to this question through public records or an official records request.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**Thomas and Mary Florys Sumuely Lund-Hansen; and  
Maria E. Enriquez.**

**Defendant expressly reserves its right to rely upon additional facts that develop or arise during investigation and discovery.**

22. Identify any construction or remodeling requests to the Association relating to the Property's balcony enclosure joining the Property and the Condominium's roof over the past twenty years.

**Objections:**

**Defendant objects to this question insofar as it is compound, unclear and requires speculation.**

**Defendant objects to this question to the extent that it seeks information that is not relevant to the subject matter of the instant action and is not reasonably calculated to lead to the discovery of admissible evidence.**

**Defendant objects to the terminology “relating to” as this question invades counsel’s work product and/or the attorney work product.**

**Answer:**

**Notwithstanding the foregoing, and without waiving the prior objections, Defendant answers as follows:**

**Defendant is currently unaware of any such construction or remodeling requests.**

**Defendant expressly reserves its right to amend this answer in accordance with facts that develop or arise during investigation and discovery.**

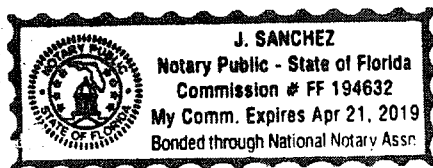
STATE OF FLORIDA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared CHELIE C. DURAN as PRESIDENT of Brickell Shores Condominium, Inc., who, being by me first duly sworn, who is personally known to me or produced a valid driver's license as identification, and who did/did not take an oath, deposes and says that the foregoing Answers to Interrogatories are true and correct to the best of his/her knowledge, and that he/she has read the foregoing Answers to Interrogatories and knows the contents thereof.

**Brickell Shores Condominium, Inc.**

SWORN TO AND SUBSCRIBED before me on this 19 day of October, 2015.  
by MELINDA DURAN, as PRESIDENT of Brickell Shores Condominium, Inc., who  
is personally known to me or produced a valid driver's license as identification, and who did/did  
not take an oath. DRIVER LICENSE # D650103419180

**NOTARY PUBLIC**  
State of Florida At Large



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

THOMAS LUND-HANSEN and MARY  
FLORYS SUMUELY LUND-HANSEN,

Plaintiffs,

vs.

BRICKELL SHORES CONDOMINIUM  
ASSOCIATION, INC., MARIA E. ENRIQUEZ,  
ALLSTATE HOME INSPECTIONS, INC. and  
REBS PROPERTY SPECIALIST, LLC,

Defendants.

Circuit Civil Division  
Case No. 15-002656 CA 22

**DEFENDANT MARIA E. ENRIQUEZ'S RESPONSES TO PLAINTIFF  
THOMAS LUND-HANSEN'S FIRST REQUEST FOR ADMISSIONS**

Pursuant to Fla. R. Civ. P. 1.280 and 1.370, Defendant Maria E. Enriquez ("Ms. Enriquez") responds to the First Request for Admissions served by Plaintiff Thomas Lund-Hansen ("Plaintiff"), as follows.

**General Objections to Each Request**

A. Ms. Enriquez objects to the extent any information is sought of attorneys' work product, materials prepared for litigation, or attorney-client privileged information.

B. Ms. Enriquez objects to any instructions to the extent any further action is required of her than that required by Fla. R. Civ. P. 1.280 and 1.370.

**Responses to Requests for Admissions**

1. Admit that the Association issued an estoppel certificate on the Property dated June 21, 2012.

**Admitted**

**EXHIBIT D(4)**

2. Admit the Prior Owner requested that the Association issue an estoppel certificate on the Property in 2012.

**Denied**

3. Admit the Prior Owner requested the Association issue an estoppel certificate for purchase of the Property by Thomas Lund-Hansen and Mary Florys Sumuely Lund-Hansen.

**Denied**

4. Admit that in June 2012, the Association represented that there were no present violations of the Homeowners/Condominium Documents on the Property that a proposed purchaser would be held liable for correcting subsequent to purchasing the Property.

**Admitted**

5. Admit that in June 2012, the Prior Owner represented that there were no present violations of the Homeowners/Condominium Documents on the Property that a proposed purchaser would be held liable for correcting subsequent to purchasing the Property.

**Denied**

6. Admit that while the Prior Owner owned the Property, the Association did not dispute the propriety of a balcony enclosure joining the Property and the Condominium's roof.

**Admitted**

7. Admit that while the Prior Owner owned the Property, the Association did not dispute the propriety of a balcony enclosure on the Property's balcony.

**Admitted**

8. Admit that while the Prior Owner owned the Property, the Association had communicated with the Prior Owner about the balcony enclosure.

**Denied**

9. Admit that the balcony enclosure at issue in the Complaint is an encroachment on the Association's common elements or limited common elements.

**Objection, this request calls for a legal conclusion and cannot be answered.**

10. Admit that the balcony enclosure at issue in the Complaint is not an encroachment on the Association's common elements or limited common elements.

**Objection, this request calls for a legal conclusion and cannot be answered.**

11. Admit that the Prior Owner knew that the balcony enclosure was an encroachment on the Association's common elements or limited common elements.

**Denied**

12. Admit that the Prior Owner represented that the balcony enclosure at issue in the Complaint was part of the Property.

**Denied**

13. Admit that the Prior Owner represented that the balcony enclosure at issue in the Complaint was not part of the Property.

**Denied**

14. Admit that the balcony enclosure at issue in the Complaint is in violation or breach of the Association's governing documents.

**Objection, this request calls for a legal conclusion and Ms. Enriquez lacks any knowledge about the balcony after she conveyed the property to the Plaintiffs. Therefore Ms. Enriquez can neither admit nor deny the request.**

15. Admit that the balcony enclosure at issue in the Complaint is not in violation or breach of the Association's governing documents.

**Objection, this request calls for a legal conclusion and Ms. Enriquez lacks any knowledge about the balcony after she conveyed the property to the Plaintiffs. Therefore Ms. Enriquez can neither admit nor deny the request.**

16. Admit that the Prior Owner knew that the balcony enclosure at issue in the Complaint was in violation or breach of the Association's governing documents before selling the Property.

**Denied**

17. Admit that the Prior Owner did not communicate to the Lund-Hansens that the balcony enclosure at issue in the Complaint was in violation or breach of the Association's governing documents before selling the Property.

**Admitted**

18. Admit that the balcony enclosure at issue in the Complaint existed before July 2012.

**Admitted**

19. Admit that the Prior Owner knows when the balcony enclosure at issue in the Complaint was constructed.

**Denied**

20. Admit that the balcony enclosure at issue in the Complaint was not originally caused by the purposeful acts of Thomas Lund-Hansen or Mary Florys Sumuely Lund-Hansen.

**Objection on the grounds that this request in general and the phrase “originally caused by the purposeful acts” of Plaintiffs in particular are vague and ambiguous and Ms. Enriquez lacks any knowledge about the balcony after she conveyed the property to the Plaintiffs. Therefore Ms. Enriquez can neither admit nor deny the request.**

21. Admit that the balcony enclosure at issue in the Complaint was not originally caused by the negligent acts of Thomas Lund-Hansen or Mary Florys Sumuely Lund-Hansen.

**Objection on the grounds that this request in general and the phrase “originally caused by the negligent acts” of Plaintiffs in particular are vague and ambiguous and Ms. Enriquez lacks any knowledge about the balcony after she conveyed the property to the Plaintiffs. Therefore Ms. Enriquez can neither admit nor deny the request.**

22. Admit that the balcony enclosure at issue in the Complaint was not originally caused by any act of Thomas Lund-Hansen or Mary Florys Sumuely Lund-Hansen.

**Objection on the grounds that this request in general and the phrase “originally caused by any act” of Plaintiffs in particular are vague and ambiguous and Ms. Enriquez lacks any knowledge about the balcony after she conveyed the property to the Plaintiffs. Therefore Ms. Enriquez can neither admit nor deny the request.**

23. Admit that the balcony enclosure at issue in the Complaint was originally caused by an act of the Prior Owner.

**Objection on the grounds that this request in general and the phrase “originally caused by an act” of Ms. Enriquez in particular are vague and ambiguous. Therefore Ms. Enriquez can neither admit nor deny the request.**

24. Admit that the balcony enclosure at issue in the Complaint was originally caused by somebody who owned the Property before the Prior Owner.

**Objection on the grounds that this request in general and the phrase “originally caused by an act” of Ms. Enriquez in particular are vague and ambiguous. Therefore Ms. Enriquez can neither admit nor deny the request.**

25. Admit that the balcony enclosure at issue in the Complaint is visible from the Condominium’s parking lot.

**Admitted**

26. Admit that the Prior Owner discussed the balcony enclosure with the Association in writing within the past 7 years.

**Denied**

27. Admit that the Prior Owner discussed the propriety of the balcony enclosure with realtors before July 2012.

**Denied**

28. Admit that the Prior Owner determined the selling price of the Property by considering the balcony enclosure as part of the Property.

**Objection on the grounds that this request is vague and ambiguous and therefore Ms. Enriquez is unable to respond to the request as it is presently phrased.**

29. Admit that the Prior Owner knew that the balcony enclosure’s construction violated building code.

**Denied**

30. Admit that the Prior Owner represented to the Lund-Hansens that the balcony enclosure was included in Unit PH3.

**Admitted to the extent the request is consistent with the terms of the Residential Contract for Sale and Purchase with the Plaintiffs and denied to the extent it is inconsistent with the terms of the Residential Contract for Sale and Purchase with the Plaintiffs.**

Respectfully submitted,

WEISSMAN & DERVISHI, P.A.

By: /s/ Brian S. Dervishi  
Brian S. Dervishi  
Peter A. Tappert  
Florida Bar Nos. 350303 and 27100  
SunTrust International Center  
One Southeast Third Avenue, Suite 1700  
Miami, Florida 33131  
305-347-4070 (Telephone)  
305-347-4077 (Facsimile)  
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[ptappert@wdpalaw.com](mailto:ptappert@wdpalaw.com)  
[service@wdpalaw.com](mailto:service@wdpalaw.com)

Attorneys for Defendant, Maria E. Enriquez

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on July 2, 2015, a true and correct copy of the foregoing was served by E-mail if an address has been designated and otherwise by U.S. Mail, postage prepaid, on the parties listed below.

/s/ Brian S. Dervishi  
Brian S. Dervishi

Andrew J. Bernhard, Esq.  
Bernhard Law Firm PLLC  
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Miami, Florida 33131  
[abernhard@bernhardlawfirm.com](mailto:abernhard@bernhardlawfirm.com)

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[maguilar@bplegal.com](mailto:maguilar@bplegal.com)  
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*Attorneys for Brickell Shores Condominium , LLC*

REBS Property Specialist, LLC  
c/o Ramiro E. Bernal  
2341 Croton Court  
Pembroke Pines, FL 33026

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

THOMAS LUND-HANSEN and MARY  
FLORYS SUMUELY LUND-HANSEN,

Plaintiffs,

vs.

BRICKELL SHORES CONDOMINIUM, INC.,  
MARIA E. ENRIQUEZ, and REBS PROPERTY  
SPECIALIST, LLC,

Defendants.

Circuit Civil Division  
Case No. 15-002656 CA 22

**DEFENDANT MARIA E. ENRIQUEZ' ANSWERS TO THOMAS  
LUND-HANSEN'S FIRST SET OF INTERROGATORIES UPON ENRIQUEZ**

Pursuant to Florida Rules of Civil Procedure 1.280 and 1.340, Defendant Maria E. Enriquez answers Thomas-Lund Hansen's First Set of Interrogatories upon Enriquez, as follows.

**General Objections to Each Interrogatory**

A. Ms. Enriquez objects to the extent any information is sought of attorneys' work product, materials prepared for litigation, or attorney-client privileged information.

B. Ms. Enriquez objects to any instructions to the extent any further action is required of her than that required by Fla. R. Civ. P. 1.280 and 1.340.

**Answers to Interrogatories**

**Interrogatory Request No. 1:**

Identify all persons who were consulted, participated in, or were involved with you in preparing your answers to these interrogatories and state the general nature of each person's participation.

**RESPONSE TO INTERROGATORY REQUEST NO. 1:**

**None.**

**EXHIBIT D(5)**

**Interrogatory Request No. 2:**

Identify any person who has, claims to have, or who you believe may have knowledge or information relating to any facts alleged in the complaint in this Action, and the specific nature and substance of the knowledge that you believe each person identified in your response has.

**RESPONSE TO INTERROGATORY REQUEST NO. 2**

**I do not know of any person who may have knowledge or information relating to any of Plaintiffs' allegations, other than Plaintiffs themselves.**

**Interrogatory Request No. 3:**

Describe in detail any representations Enriquez made to the Lund-Hansens in 2012 to as to present violations of the Homeowners/Condominium Documents on the Property. These should include both affirmative statements and omissions. This answer should correspond to Enriquez's July 2, 2015 response to request for admission no. 7.

**RESPONSE TO INTERROGATORY REQUEST NO. 3:**

**None. I did not make any representations to Plaintiffs "as to present violations of the Homeowners/Condominium Documents on the Property" in 2012 because I had no knowledge of any alleged violations on the Property in 2012. The closing documents speak for themselves. The condominium association issued an Estoppel Certificate for the Property as part of the sale to the Plaintiffs.**

**Interrogatory Request No. 4:**

Describe in detail any representations Enriquez made to the Lund-Hansens in 2012 to as to the status of the balcony enclosure on the Property, including whether it was an encroachment or part of the Property. These should include both affirmative statements and omissions. This answer should correspond to Enriquez's July 2, 2015 response to requests for admission nos. 11–13.

**RESPONSE TO INTERROGATORY REQUEST NO. 4:**

**None. I did not communicate with Plaintiffs about the balcony, or at all, in 2012, nor did I make any representations regarding the status of the balcony enclosure on the Property or whether it was an encroachment or part of the Property. The Declaration of Condominium and closing documents speak for themselves.**

**Interrogatory Request No. 5:**

Identify who built and/or commissioned the building of the balcony enclosure at issue in the Complaint. Please include their address and telephone number.

**RESPONSE TO INTERROGATORY REQUEST NO. 5:**

**I do not know who built and/or commissioned the building of the balcony enclosure at issue in the Complaint.**

**Interrogatory Request No. 6:**

State the date the balcony enclosure was built.

**RESPONSE TO INTERROGATORY REQUEST NO. 6:**

**I do not know the date the balcony enclosure was built.**

**Interrogatory Request No. 7:**

State any communications that you had with the Association relating to the balcony enclosure.

**RESPONSE TO INTERROGATORY REQUEST NO. 7:**

**I have never had any communications with the Association relating to the balcony enclosure.**

**Interrogatory Request No. 8:**

State any communications that you had with any other persons in the Condominium relating to the balcony enclosure.

**RESPONSE TO INTERROGATORY REQUEST NO. 8:**

**I have never had any communications with any other persons in the Condominium relating to the balcony enclosure until the Complaint in this action was filed.**

**Interrogatory Request No. 9:**

State the dates and parties involved in any complaints to you relating to the Property's balcony enclosure joining the Property and the Condominium's roof.

**RESPONSE TO INTERROGATORY REQUEST NO. 9:**

**There have never been any complaints to me relating to the Property's balcony until the Complaint in this action was filed.**

**Interrogatory Request No. 10:**

State the dates and parties involved in any complaints to the Association relating to the Property's balcony enclosure joining the Property and the Condominium's roof over the past twenty years.

**RESPONSE TO INTERROGATORY REQUEST NO. 10:**

**I have no knowledge of any complaints to the Association relating to the Property's balcony enclosure and joining the Property and the Condominium's roof.**

**Interrogatory Request No. 11:**

Identify any non-privileged documents currently in your possession relating to the Property's balcony enclosure joining the Property and the Condominium's roof.

**RESPONSE TO INTERROGATORY REQUEST NO. 11:**

**The Declaration of Condominium Establishing the Brickell Shores Condominium and the June 21, 2012 Estoppel Certificate of Brickell Shores Condominium, Inc.**

**Interrogatory Request No. 12:**

Specifically identify any modifications you made to the Property's balcony enclosure joining the Property and the Condominium's roof.

**RESPONSE TO INTERROGATORY REQUEST NO. 12:**

**None.**

**Interrogatory Request No. 13:**

State the steps you took to correct violations to the Association's governing documents caused by the Property's balcony enclosure joining the Property and the Condominium's roof.

**RESPONSE TO INTERROGATORY REQUEST NO. 13:**

**Ms. Enriquez objects to this interrogatory to the extent it is overbroad and not limited to the time during which she owned the Property. Additionally, this interrogatory erroneously assumes that there was a "violation" of the Condominium's governing documents during the time Ms. Enriquez owned the Property. Without waiving the foregoing objection, none.**

**Interrogatory Request No. 14:**

Identify any work or repairs done on the Condominium's roof by the Association or its agents between 2000 and 2012.

**RESPONSE TO INTERROGATORY REQUEST NO. 14:**

**Ms. Enriquez objects to this interrogatory to the extent it is overbroad and vague and not limited to the time during which she owned the Property. Without waiving the foregoing, I have no knowledge of any work or repairs done on the Condominium's roof by the Association during the time that I owned the Property.**

**Interrogatory Request No. 15:**

Identify each time the Association or its agents entered the Condominium's roof or the Property between 2008 and 2012.

**RESPONSE TO INTERROGATORY REQUEST NO. 15:**

**I have no knowledge of the Association or its agents entering the Condominium's roof or the Property between 2008 and 2012, other than one time that a member of the Association entered the Property. I have no record of the time the member entered the Property.**

**Interrogatory Request No. 16:**

State any basis that you have supporting a construction of the Property's balcony enclosure (joining the Property and the Condominium's roof) after June 21, 2012.

**RESPONSE TO INTERROGATORY REQUEST NO. 16:**

**I do not understand this interrogatory and request that it be clarified.**

**Interrogatory Request No. 17:**

State any basis that you have supporting a construction of the Property's balcony enclosure (joining the Property and the Condominium's roof) before June 21, 2012.

**RESPONSE TO INTERROGATORY REQUEST NO. 17**

**I do not understand this interrogatory and request that it be clarified.**

**Interrogatory Request No. 18:**

Identify any documents supporting your responses to interrogatories no. 16 and 17.

**RESPONSE TO INTERROGATORY REQUEST NO. 18:**

**Not applicable.**

**Interrogatory Request No. 19:**

State when and how you first became aware of the Property's balcony enclosure joining the Property and the Condominium's roof.

**RESPONSE TO INTERROGATORY REQUEST NO. 19:**

**The Property's balcony was partially enclosed, without any comment by the Association, during the entire time that I owned the Property.**

**Interrogatory Request No. 20:**

Identify any documents supporting your responses to interrogatories no. 19.

**RESPONSE TO INTERROGATORY REQUEST NO. 20:**

**None.**

**Interrogatory Request No. 21:**

Identify any prior owners of the Property over the past 20 years.

**RESPONSE TO INTERROGATORY REQUEST NO. 21:**

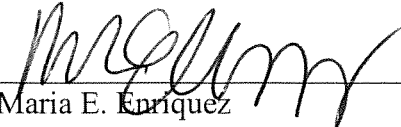
**Eduardo Garcia-Allen and Dr. and Mrs. Augusto Enriquez. I do not know the identity of any other prior owners.**

**Interrogatory Request No. 22:**

Identify any construction or remodeling requests to the Association relating to the Property's balcony enclosure joining the Property and the Condominium's roof over the past twenty years.

**RESPONSE TO INTERROGATORY REQUEST NO. 22:**

**Ms. Enriquez objects to this interrogatory as overbroad, vague and not limited in time or scope. Without waiving the foregoing, I have no knowledge of any construction or remodeling requests to the Association relating to the Property's balcony during the time I owned the Property.**

  
\_\_\_\_\_  
Maria E. Enriquez

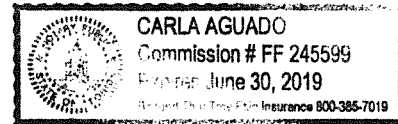
STATE OF Florida )  
 )SS  
COUNTY OF Miami-Dade )

BEFORE ME, \_\_\_\_\_, personally appeared Maria E. Enriquez, who being first duly sworn, deposes and says that the foregoing answers to interrogatories are true and correct, and produced \_\_\_\_\_ or is personally known to me.

SWORN TO AND SUBSCRIBED before me this 13<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
Notary Public

Carla Aguado  
\_\_\_\_\_  
(Printed Name of Notary)



My Commission Expires: June 30, 2019

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

THOMAS LUND-HANSEN, et al.,

CASE NO: 15-002656 CA

Plaintiffs,

v.

BRICKELL SHORES CONDOMINIUM, et al.,

Defendants.

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**PLAINTIFFS' RESPONSE TO ALLSTATE'S INTERROGATORIES**

Plaintiffs (the "Lund-Hansens") respond to defendant Allstate Home Inspections, Inc. ("Allstate")'s requests for interrogatories as follows:

**RESPONSE TO REQUEST NO. 1:**

Mary Florys Samuely Lund-Hansen, self-employed, 1440 Brickell Bay Drive, PH 3, Miami FL, 33131.

Thomas Lund-Hansen, self-employed, 1440 Brickell Bay Drive, PH 3, Miami FL, 33131

**RESPONSE TO REQUEST NO. 2:**

Objection; not reasonably calculated to lead to the discovery of admissible and relevant evidence. Notwithstanding this objection:

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

Mary Florys Samuely Lund-Hansen DOB July 15, 1968

Thomas Lund-Hansen DOB August 11, 1963

October 2006 – December 2006 297 North Middletown Road, Nanuet NY 10954

December 2006 – August 2011 264 Avalon Gardens Drive, Nanuet NY 10954

August 2011 – October 2012 One Broadway, 1451 South Miami Ave, Miami 13130

October 2012 – present 1440 Brickell Bay Drive, PH3, Miami FL 13131

**RESPONSE TO REQUEST NO. 3:**

No.

**RESPONSE TO REQUEST NO. 4:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, the request is overly broad, and thus unduly burdensome. Further, this request is vague and ambiguous as to the "condition" referenced.

**RESPONSE TO REQUEST NO. 5:**

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

Suggested by our realtor and confirmed by internet search that All State conducts inspections and works in the home inspection industry. We then contacted All State.

**RESPONSE TO REQUEST NO. 6:**

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

We have been prevented from correcting code violation associated with the structure/enclosure on the balcony, and from remodeling the room to serve as our home office. In August 2013 the Association advised that it had opted to disapprove the pre-existing structure/enclosure and had approved legal action to remove the structure/enclosure.

**RESPONSE TO REQUEST NO. 7:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, this request calls for a legal conclusion, as well as the legal reasoning and theories of Plaintiffs' contentions. Plaintiffs are not required to prepare the Defendant's case. This request also calls for privileged information protected by the work-product doctrine and the attorney-client privilege. Notwithstanding these objections:

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

The City has advised that the prior owner may have violated City Code ORD 12834, City Code Sec. 10-3 (FBC 104, 105), ORD SEC 2102. The City has also advised that having wood structure in a high rise is a fire hazard.

**RESPONSE TO REQUEST NO. 8:**

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

- a. Yes, Thomas Lund-Hansen met inspector before and after the inspection;
- b. Realtor Maripaz Pereira, Fortune Realty
- c. Yes, before and after the inspection but don't recall the details of those conversations, other than what is stated in the Complaint and the inspection report
- d. Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, the request is overly broad, and thus unduly burdensome. Further, this request is vague and ambiguous as to the "condition" referenced.

e. On or about 6/13/2012.

**RESPONSE TO REQUEST NO. 9:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, this request calls for a legal conclusion, as well as the legal reasoning and theories of Plaintiffs' contentions. Plaintiffs are not required to prepare the Defendant's case. This request also calls for privileged information protected by the work-product doctrine and the attorney-client privilege.

**RESPONSE TO REQUEST NO. 10:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, this request calls for a legal conclusion, as well as the legal reasoning and theories of Plaintiffs' contentions. Plaintiffs are not required to prepare the Defendant's case. This request also calls for privileged information protected by the work-product doctrine and the attorney-client privilege.

**RESPONSE TO REQUEST NO. 11:**

Objection; this request calls for a legal conclusion, as well as the legal reasoning and theories of Plaintiffs' contentions. This request also calls for privileged information protected by the work-product doctrine and the attorney-client privilege. Moreover, the total damages have not been calculated or accrued. Notwithstanding these objections:

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

- Loss of Property Value and Use;
- Professional consultations on City and Association matters; minimum approximately \$44,768.22; Greenberg Traurig and Jeremy Koss;
- Professional consultations on architectural, engineering, construction and fire; minimum approximately \$23,039.00; Fortislasmas, Compress, SLS Consulting, D&P Contractors;
- City of Miami settlement prospective; minimum approximately \$3,750.00;
- Auto and phone; approximately \$235;
- Construction prospective; minimum approximately \$77,000 to \$92,400.

**RESPONSE TO REQUEST NO. 12:**

Maripaz Pereira, Fortune Realty, and Beatriz Retana, United Realty Group.

The extent of their assistance was representing the seller and buyer as their realtors. Their contact information is:

Maripaz Pereira, 1200 S. Pine Island Ste. 600, Plantation, FL 33024, Phone 754-246-1607; Fax 305-358-8088; email: maripaz.pereira@gmail.com

Beatriz Retana, 12323 SW 55<sup>th</sup> Street, Ste. 1002, Cooper City, FL 33330, Phone 954-450-2000, Fax 800-522-3803, email: bea\_retana@yahoo.com

**RESPONSE TO REQUEST NO. 13:**

1440 Brickell Bay Dr. PH3, Miami, FL 33131; since we purchased it.

**RESPONSE TO REQUEST NO. 14:**

\$350,000, closed on 18 July 2012, and been looking for a property approx. for 2 years.

**RESPONSE TO REQUEST NO. 15:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, the request is confusing, vague, and ambiguous as to what it means by “remediate or repair any damages.” This request calls for a legal conclusion, as well as the legal reasoning and theories of Plaintiffs’ contentions. Plaintiffs are not required to prepare the Defendant’s case. This request also calls for privileged information protected by the work-product doctrine and the attorney-client privilege. Notwithstanding these objections:

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

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**Nevertheless, the construction work that we have performed at the property includes new electrical wiring, new panel, new flooring, new kitchen, new walls, new cooling/heating ducts, painting, removal of closets.**

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Nothing has been paid.

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Jeremy A. Koss, Esq., 201 Alhambra Circle, Suite 1200, Coral Gables, Florida 33134. The subject matter of his knowledge is Condo law.

Robert S. Fine, Esq., AIA, Shareholder, 333 Avenue of the Americas, Miami, FL 33131. The subject matter of his knowledge is environmental, land development, accessibility, building and life safety codes law. Board Certified in Construction Law.

Michael Sheehan, P.E., 1825 Ponce de Leon Blvd., #5651 Coral Gables, FL 33134. The subject matter of his knowledge is fire protection. The only certified fire expert in South Florida.

Analise Calheiro /Orlando Lamas Fortis Lamas LLC, 4955 SW 75th Ave, Miami, Florida 33155. The subject matter of her knowledge is architectural and engineering of code violations.

Victor de Chiara, D&P Contractors, 3600 Mystic Pointe Dr Ste 1406, Aventura, FL 33180-2562. The subject matter of his knowledge is construction.

**RESPONSE TO REQUEST NO. 19:**

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**RESPONSE TO REQUEST NO. 20:**

This request is overly broad, confusing, vague, and ambiguous. This request also calls for privileged information protected by the work-product doctrine and the attorney-client privilege. Notwithstanding these objections:

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

The defendant-inspectors have photos; the City of Miami has plans and photos; and we have plans, photos, and videos.

**RESPONSE TO REQUEST NO. 21:**

Objection; this request calls for a legal conclusion, and is overly broad, confusing, vague, and ambiguous. Notwithstanding these objections:

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

No.

**RESPONSE TO REQUEST NO. 22:**

Objection; not reasonably calculated to lead to the discovery of admissible and relevant evidence.

**RESPONSE TO REQUEST NO. 23:**

Before we purchased home, Maria A. Enriquez owned the home. At the time of the complaint and these interrogatories, we (Plaintiffs) owned the home.

**RESPONSE TO REQUEST NO. 24:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, the request is overly broad, and thus unduly burdensome. Further, this request is vague and ambiguous as to the “defects, hazards and issues” referenced.

**RESPONSE TO REQUEST NO. 25:**

I am not a lawyer but I provide this response in a good faith attempt to answer fully. I don’t know.

**RESPONSE TO REQUEST NO. 26:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, the request is overly broad, and thus unduly burdensome. Further, this request is vague and ambiguous as to the “set forth the basis” referenced, other than the allegations of the Complaint.

**RESPONSE TO REQUEST NO. 27:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, the request is overly broad, and thus unduly burdensome. Further, this request is vague and ambiguous as to the “set forth the basis” referenced, other than the allegations of the Complaint.

**RESPONSE TO REQUEST NO. 28:**

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**RESPONSE TO REQUEST NO. 29:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, the request is overly broad, and thus unduly

burdensome. Further, this request is vague and ambiguous as to the "set forth the basis" referenced, other than the allegations of the Complaint.

**RESPONSE TO REQUEST NO. 30:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, the request is overly broad, and thus unduly burdensome. Further, this request is vague and ambiguous as to the "set forth the basis" referenced, other than the allegations of the Complaint.

**RESPONSE TO REQUEST NO. 31-33:**

Objection; Rule 1.340(a) provides that the interrogatories shall not exceed 30.

STATE OF FLORIDA )  
COUNTY OF MIAMI DADE )SS

BEFORE ME, Melissa J Davis, personally appeared Mary Florys Samuely Lind Hansen  
who being first duly sworn, deposes and says that the foregoing answers to interrogatories are  
true and correct, and produced FL LICENSE: SS44586687550 or is personally known to me.

SWORN TO AND SUBSCRIBED before me this 29 day of April, 2015.

[Signature]  
Notary Public

MELISSA J DAVIS

(Printed Name of Notary)

My Commission Expires:

JULY 12 2015



[Signature]  
Mary Florys Samuely Lind-Hansen

Andrew J. Bernhard, Esq.  
BERNHARD LAW FIRM PLLC  
Counsel for the Lund-Hansens  
333 SE 2nd Avenue, Suite 2000  
Miami, Florida 33131  
Telephone: 786.871.3349  
Facsimile: 786.871.3301  
E-mail: abernhard@bernhardlawfirm.com

By: /s/Andrew J. Bernhard, Esq.  
Andrew J. Bernhard  
Florida Bar No. 84031

**CERTIFICATE OF SERVICE**

I CERTIFY that, in accordance with Fla. R. Jud. Admin. 2.516, a copy of this response was served by email and U.S. mail on April 27, 2015 to:

Michael C. Gongora, Esq., BECKER & POLIAKOFF, P.A., counsel for Association, 121 Alhambra Plaza, 10<sup>th</sup> Floor, Coral Gables, FL 33134; Brian S. Dervishi, Esq., Weissman & Dervishi, P.A., counsel for M. Enriquez, One SE 3<sup>rd</sup> Ave., Ste. 1700, Miami, FL 33131, bdervishi@wdpalaw.com; REBS Property Specialist, LLC, c/o Ramiro E. Bernal, 2341 Croton Court, Pembroke Pines, FL 33026; Allstate Home Inspections, Inc., c/o Walter Fitzpatrick, 150 SE 7<sup>th</sup> St., Pompano Beach, FL 33060.

/s/ Andrew J. Bernhard, Esq.  
Andrew J. Bernhard

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

THOMAS LUND-HANSEN, et al.,

CASE NO: 15-002656 CA

Plaintiffs,

v.

BRICKELL SHORES CONDOMINIUM, et al.,

Defendants.

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**PLAINTIFFS' RESPONSE TO ALLSTATE'S INTERROGATORIES**

Plaintiffs (the "Lund-Hansens") respond to defendant Allstate Home Inspections, Inc. ("Allstate")'s requests for interrogatories as follows:

**RESPONSE TO REQUEST NO. 1:**

Mary Florys Samuely Lund-Hansen, self-employed, 1440 Brickell Bay Drive, PH 3, Miami FL, 33131.

Thomas Lund-Hansen, self-employed, 1440 Brickell Bay Drive, PH 3, Miami FL, 33131

**RESPONSE TO REQUEST NO. 2:**

Objection; not reasonably calculated to lead to the discovery of admissible and relevant evidence. Notwithstanding this objection:

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

Mary Florys Samuely Lund-Hansen DOB July 15, 1968

Thomas Lund-Hansen DOB August 11, 1963

October 2006 – December 2006 297 North Middletown Road, Nanuet NY 10954

December 2006 – August 2011 264 Avalon Gardens Drive, Nanuet NY 10954

August 2011 – October 2012 One Broadway, 1451 South Miami Ave, Miami 13130

October 2012 – present 1440 Brickell Bay Drive, PH3, Miami FL 13131

**RESPONSE TO REQUEST NO. 3:**

No.

**EXHIBIT D(6)**

**RESPONSE TO REQUEST NO. 4:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, the request is overly broad, and thus unduly burdensome. Further, this request is vague and ambiguous as to the “condition” referenced.

**RESPONSE TO REQUEST NO. 5:**

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

Suggested by our realtor and confirmed by internet search that All State conducts inspections and works in the home inspection industry. We then contacted All State.

**RESPONSE TO REQUEST NO. 6:**

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

We have been prevented from correcting code violation associated with the structure/enclosure on the balcony, and from remodeling the room to serve as our home office. In August 2013 the Association advised that it had opted to disapprove the pre-existing structure/enclosure and had approved legal action to remove the structure/enclosure.

**RESPONSE TO REQUEST NO. 7:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, this request calls for a legal conclusion, as well as the legal reasoning and theories of Plaintiffs’ contentions. Plaintiffs are not required to prepare the Defendant’s case. This request also calls for privileged information protected by the work-product doctrine and the attorney-client privilege. Notwithstanding these objections:

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

The City has advised that the prior owner may have violated City Code ORD 12834, City Code Sec. 10-3 (FBC 104, 105), ORD SEC 2102. The City has also advised that having wood structure in a high rise is a fire hazard.

**RESPONSE TO REQUEST NO. 8:**

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

- a. Yes, Thomas Lund-Hansen met inspector before and after the inspection;
- b. Realtor Maripaz Pereira, Fortune Realty
- c. Yes, before and after the inspection but don’t recall the details of those conversations, other than what is stated in the Complaint and the inspection report
- d. Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, the request is overly broad, and thus unduly burdensome. Further, this request is vague and ambiguous as to the “condition” referenced.

e. On or about 6/13/2012.

**RESPONSE TO REQUEST NO. 9:**

Objection; this request calls for repetition of the well-pled allegations in the Complaint, and thus is unduly burdensome and confusing. Moreover, this request calls for a legal conclusion, as well as the legal reasoning and theories of Plaintiffs' contentions. Plaintiffs are not required to prepare the Defendant's case. This request also calls for privileged information protected by the work-product doctrine and the attorney-client privilege.

**RESPONSE TO REQUEST NO. 10:**

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**RESPONSE TO REQUEST NO. 11:**

Objection; this request calls for a legal conclusion, as well as the legal reasoning and theories of Plaintiffs' contentions. This request also calls for privileged information protected by the work-product doctrine and the attorney-client privilege. Moreover, the total damages have not been calculated or accrued. Notwithstanding these objections:

I am not a lawyer but I provide this response in a good faith attempt to answer fully.

- Loss of Property Value and Use;
- Professional consultations on City and Association matters; minimum approximately \$44,768.22; Greenberg Traurig and Jeremy Koss;
- Professional consultations on architectural, engineering, construction and fire; minimum approximately \$23,039.00; FortisLamas, Compress, SLS Consulting, D&P Contractors;
- City of Miami settlement prospective; minimum approximately \$3,750.00;
- Auto and phone; approximately \$235;
- Construction prospective; minimum approximately \$77,000 to \$92,400.

**RESPONSE TO REQUEST NO. 12:**

Maripaz Pereira, Fortune Realty, and Beatriz Retana, United Realty Group.

The extent of their assistance was representing the seller and buyer as their realtors. Their contact information is:

Maripaz Pereira, 1200 S. Pine Island Ste. 600, Plantation, FL 33024, Phone 754-246-1607; Fax 305-358-8088; email: maripaz.pereira@gmail.com

Beatriz Retana, 12323 SW 55<sup>th</sup> Street, Ste. 1002, Cooper City, FL 33330, Phone 954-450-2000, Fax 800-522-3803, email: bea\_retana@yahoo.com

**RESPONSE TO REQUEST NO. 13:**

1440 Brickell Bay Dr. PH3, Miami, FL 33131; since we purchased it.

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\$350,000, closed on 18 July 2012, and been looking for a property approx. for 2 years.

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Objection; Rule 1.340(a) provides that the interrogatories shall not exceed 30.

STATE OF FLORIDA )  
COUNTY OF MIAMI DADE )SS

BEFORE ME, MELISSA J. DAVIS, personally appeared THOMAS LUND HANSEN  
who being first duly sworn, deposes and says that the foregoing answers to interrogatories are  
true and correct, and produced FLUENSE: L535820632910 or is personally known to me.

SWORN TO AND SUBSCRIBED before me this 29 day of June, 2015.

[Signature]  
Notary Public

MELISSA J. DAVIS  
(Printed Name of Notary)  
My Commission Expires: JULY 12, 2015



[Signature]  
Thomas Lund-Hansen

Andrew J. Bernhard, Esq.  
BERNHARD LAW FIRM PLLC  
Counsel for the Lund-Hansens  
333 SE 2nd Avenue, Suite 2000  
Miami, Florida 33131  
Telephone: 786.871.3349  
Facsimile: 786.871.3301  
E-mail: abernhard@bernhardlawfirm.com

By: /s/Andrew J. Bernhard, Esq.  
Andrew J. Bernhard  
Florida Bar No. 84031

**CERTIFICATE OF SERVICE**

I CERTIFY that, in accordance with Fla. R. Jud. Admin. 2.516, a copy of this response was served by email and U.S. mail on April 27, 2015 to:

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/s/ Andrew J. Bernhard, Esq.  
Andrew J. Bernhard