

List of Exhibits

2901 NE 33rd Avenue, #2C, Ft. Lauderdale, FL 33308

- A. Final Order given to Jonathan Keith, owner, in 2010.
- B. Real Estate Listing of 2901 NE 33rd Avenue, #2C, Ft. Lauderdale, FL.
- C. All e-mail communications prior to deadline date of Sept. 13, 2013 from Jeri Pryor, Code Enforcement Administrative Supervisor, City of Fort Lauderdale regarding the Lien Amnesty Program.
- D. Purchase Agreement with all offers made over a ten (10) month period. *Finally settled for \$225,000.00 on April 18, 2014.
- E. Settlement Statement, June 16, 2014, permits were picked up the same day.
- F. City of Ft. Lauderdale, Permit Receipt, June 16, 2014; I picked up the permits the same day I closed on the property.
- G. City of Ft. Lauderdale Building Permit, June 16, 2014; final permit inspections were completed and signed off on August 20, 2014.
- H. Appraisal of Real Property, March 3, 2014. It was my understanding the liens were to be reduced yet I ended up paying more than the appraised value.
- I. Broward County Property Appraiser Tax Record. Even the county tax records had the wrong square feet.



City of Fort Lauderdale
Code Enforcement Board

May 4, 2009
1st Notice
of
Violation

FINAL ORDER

City of Fort Lauderdale, Florida
Petitioner,

v.

KEITH, JONATHAN
2901 NE 33 AVENUE #2
FORT LAUDERDALE, FL 33308-7218
Respondent(s)

Case #: CE09050135

Tenant:

Address of Violation(s): 2901 NE 33 AV # 2C

Legal Description:

9330AH0120
TARYTON CONDO
UNIT 2C

This cause having come before the Code Enforcement Board for a Hearing on Jun. 22, 2010 and based on the evidence, the Code Enforcement Board enters the following FINDINGS OF FACT and CONCLUSIONS OF LAW and FINAL ORDER:

FINDINGS OF FACT and CONCLUSIONS OF LAW

The Respondent(s) is/are the owner(s) of the subject property and is found in violation of law as follows:

FBC(2007) 105.1

THE BUILDING HAS BEEN ALTERED IN THE FOLLOWING MANNER WITHOUT OBTAINING THE REQUIRED PERMITS:

1. KITCHEN HAS BEEN REMODELED.
2. BATHROOMS HAVE BEEN REMODELED.

FBC(2007) 105.4.4

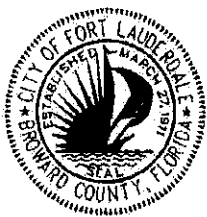
THE PLUMBING SYSTEM OF THE BUILDING HAS BEEN ALTERED WITHOUT OBTAINING A PERMIT IN THE FOLLOWING MANNER:

1. PIPING AND FIXTURES HAVE BEEN REPLACED DURING THE KITCHEN AND BATHROOM REMODELING.
2. A WATER HEATER HAS BEEN INSTALLED IN A BEDROOM CLOSET.

FBC(2007) 105.4.5

THE ELECTRICAL SYSTEM OF THE BUILDING HAS BEEN ALTERED WITHOUT OBTAINING A PERMIT IN THE FOLLOWING MANNER:

1. CIRCUITS HAVE BEEN ALTERED/ADDED DURING THE KITCHEN AND BATHROOM REMODELING.
2. WIRES AND AN EXTENSION CORD ARE RUNNING THROUGH THE WALLS TO POWER EQUIPMENT.
3. NEW LIGHT FIXTURES HAVE BEEN INSTALLED.



**City of Fort Lauderdale
Code Enforcement Board**

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Petitioner,

Case #: CE09050135

v.

KEITH, JONATHAN

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FORT LAUDERDALE, FL 33308-7218

Tenant:

Respondent(s)

FBC(2007) 109.10

WORK WAS PERFORMED AND COVERED WITHOUT OBTAINING
THE REQUIRED APPROVALS.

FINAL ORDER

That based upon the foregoing, it is hereby ORDERED that: Respondent(s) complete corrective action(s) noted below within the time specified for each violation or a daily fine as indicated may be imposed at a second hearing:

VIOLATION	DAILY AMOUNT	COMPLETE BY
FBC(2007) 105.1	\$10.00	08/24/2010
FBC(2007) 105.4.4	\$10.00	08/24/2010
FBC(2007) 105.4.5	\$10.00	08/24/2010
FBC(2007) 109.10	\$10.00	08/24/2010

Corrective Action(s):

FBC(2007) 105.1

Obtain a demolition permit and/or remove illegally
built structures, components and/or equipment.

And/Or

Apply and obtain the required AFTER THE FACT
permits for any structural, electrical, plumbing,
and mechanical work.

Engage the services of a licensed and certified
architect or engineer to prepare plans detailing
the corrective actions required. Check if an
approval by Broward County, EPD or the Health
Department, etc. is required before submitting the
plans to the City of Fort Lauderdale. The
submitted plans will be required to conform to all
applicable codes before being approved. When
these plans are approved, a permit may be issued
by the Building Department.



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Work that has been covered/concealed will have to have a letter from a Certified Professional Engineer stating he has inspected all the work personally and certifies that all work done conforms to all applicable codes.

Engage the services of a licensed contractor and/or trade contractors. All required field inspections have to be scheduled and the work approved. The sub-permits and the master building permit must have received the final approved inspection and the permit closed. Please check with the Building Department if a Certificate of Completion or a Certificate of Occupancy is required.

AFTER THE FACT permits may have up to quadruple fees applied to the original fee.

We ask for your cooperation in having the aforementioned conditions corrected within 30 days from the receipt of this notice to avoid further action by the City of Fort Lauderdale.

FBC(2007) 105.4.4

SEE FBC(2007) 105.1

FBC(2007) 105.4.5

SEE FBC(2007) 105.1

FBC(2007) 109.10

SEE FBC(2007) 105.1

Upon complying with corrective action(s), Respondent(s) MUST notify BURT FORD, 954-828-5250 who shall inspect the property to verify compliance.

Pursuant to Chapter 11 City of Fort Lauderdale Code of Ordinances, a certified copy of this Final Order may be recorded in the public records of the county and, when recorded, shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property any subsequent purchasers, successors in interest, or assigns.



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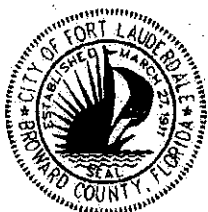
If the Respondent(s) do(es) not comply with each corrective action by the date(s) specified by this Final Order a second hearing shall be held at which time an order imposing a fine may be entered; this order imposing a fine may include the cost of repairs pursuant to and under the conditions specified in City Ordinance, Section 11-12(b). A certified copy of the order imposing a fine may be recorded in the Public Records for Broward County, and once recorded, SHALL CONSTITUTE A LIEN upon the property where the violation exists and upon any other real and personal property owned by the violator pursuant to City Ordinance, Section 11-12(e) and 11-19(f).

After 3 months from the filing of any such lien, which lien remains unpaid, the city attorney may foreclose upon the lien in the same manner as mortgage liens are foreclosed.

A code enforcement lien cannot be used to foreclose upon real property which is a homestead.

Any Final Order of the Code Enforcement Board can be appealed to the Circuit Court of Broward County, Florida.

RIGHT TO APPEAL: If any person desires to appeal any decision with respect to the matter considered at this Hearing, such person will need a record of the proceedings, and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. A copy of the proceedings can be obtained from the Code Enforcement Clerk at 954-828-5207.



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Tenant:

DONE AND ORDERED on this Jun. 22, 2010.

ATTEST:

CLERK, CODE ENFORCEMENT BOARD

CHAIRPERSON, CODE ENFORCEMENT BOARD

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 28th day of June, 2010, by Dee Paris as Clerk and Sam Mitchell as Chairperson of the Code Enforcement Board for the City of Fort Lauderdale, who are personally known to me or have produced _____ as identification.

(SEAL)



YVETTE KETOR
MY COMMISSION # DO 745295
EXPIRES: December 30, 2011
Bonded Thru Budget Notary Services

Notary Public, State of Florida (Signature
of Notary taking Acknowledgment)

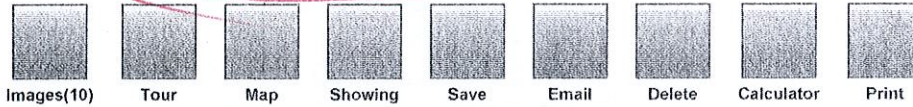
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____
Commission Number: _____

Real Estate Listing

Property 1 of 44

2901 NE 33RD AV # 2C

Select Report: Emailed Report ▾



Jimmy Swain

RE2 - CONDO/CO-OP/VILLA/TOWNHOUSE

Southeast Florida MLS

ML: A1656137 BC: CHRR01 / Charles Rutenberg Realty, LLC

AREA: 3160 SH SALE: Y / AP

REO: N STATUS: A

AD: 2901 NE 33RD AV

UN: 2C

RP: LLP:

LP: \$260,000

CT: BROWARD F#: 494330AH0120

CITY: FORTLAUD

ZP: 33308-7218

GEOAR: FBEA

LG: TARYTON CONDO UNIT 2C

FL#: 1

TOTFL: 2

BLDG#:

STYLE: C41

TYPE: CONDO

MC: TN: 4943

SE: 30

SD:

PN: 0120

MAP:

ST: FL

DV:

CN: TARYTON CONDO

INTLVLS: 0

MN:

F\$:

UNIT BLG:

UNIT COMPLEX:

LA: 1,348 TA: 0

YR: 1972/ RS

CONV:

EFF:

BED: 2

FBATH: 2

HBATH: 0

#I: 10

UNIT: CORNER GARDNAPT REMODEL

DET: N

MNLIV:

DOCK SPACE#:

GOVRN: CONDO

GARAG: 0

CPT: 0

PARK SPACE#:

WTRFR: Y/ INTRACST INTCANAL CANAL NOFIXBRI

WTRAC: DOCKAVAL

FACE:

UNTVW: CANAL INTRACST

SECUR: NONE

BAL&P:

CONST: CBS BLOCK

DINE:

SF/FF: 0

PARK: 2+SPACES GUEST

PARKING RESTRICT:

FLOOR: MARBLE

MIN LS #DAY: 365 #LSE YR: 1

REM: 2/2 CORNER UNIT E. OF INTRACOASTAL! 2 BLOCKS FROM BEACH! PETS ALLOWED UP TO 25 LBS. FREE DOCKAGE UP TO 28 FT. 1ST FLOOR UNIT W/ 12 WINDOWS, 3 SLIDERS & 2 FRENCH DOORS. EVERYTHING IS GRANITE/TARVERTINE MARBLE! KITCHEN, BATHS, LIVING AREAS ARE COMPLETELY RENOVATED W/ NEW EVERYTHING! 200 SQ FT PATIO OVERLOOKING WATER AND POOL! MAYTAG SS APPLIANCES. \$8K ACCORDIAN SHUTTERS INSTALLED. LIKE SINGLE FAMILY LIVING. WON'T FIND ALL OF THESE OPTIONS AT THE BEACH AT THIS PRICE! >> TENANT OCCUPIED. BY APPT ONLY! <<

DIR: OAKLAND PARK BLVD TO A1A HEAD SOUTH TO 30TH AND TAKE RIGHT, LEFT ON 33RD AVE YELLOW 2 STOREY ON RIGHT CORNER**BRK-REM:** **BUYER RESPONSIBLE FOR ANY LIENS AND/OR CODE VIOLATIONS >> SEE ATTACHMENTS** ANY REDUCTION IN COMMISSION BY LENDER TO BE SPLIT 50/50 BETWEEN REALTORS

LR:

DR:

DA:

KT:

FR:

FL:

PR:

MB:

2B:

3B:

4B:

DN:

UR:

PB:

BEDRM: 1BR+GRND

CF: 0

MSBTH:

PETS: Y DOG

ROOMS:**INTER:** 1FLENTRY SPLITBED**EQUIP:** DISHWASH DISPOSAL ICEMAKER MICRO REFRIG RANGE-E**WNDW:****EXTER:** FENCE COURTYD PATIO**MAINT:** CABLE PARKING WATER MANAGER LAWN-LAND LEGLACTNG TRASHREM SEWER RESERVE ROOF PESTCNL POOLSYC**AMENS:** BOATDOCK BQ/PICNIC COMLAUND POOL SHUFFLBRD VEHICLWSH**RESTR:** NOLSE1ST OTHER**APPRV:** 1-2WKS**HOPA:** N**HEAT:** ELEC**COOL:** ELEC**TRMSCONS:**CASH

CONV

FHA

ASSUME:**DAV/SOH:** \$130,470**MPR:** N

TOA: C

TOTAL FEES: \$332 /M**DMV/ASV:** \$130,470**TAXES:** \$2,863**TAXYR:** 2013**TAX:** NOEXEMPT**TM:****APP FEE:** \$100**MAINT FEE:** \$332**LAND LSE:** \$0**REC LSE:** \$0**SPEC:** AS-IS**POSS:** FUNDING**IDX:** Y**LPID:** 3092214 / Scott Schneider**APH:** 954-263-0551**OPH:** 800-531-5104**2PID:****2AG:****FAX:** 954-678-1196**LTY:** ER**ON:****ON#:****2PH:****URL:****PHOTO:** 1PLUS**BRD:** A**EMAILA:** realtorscott@bellsouth.net**VT:** <http://instatour.propertypanorama.com/instaview/mia/A1656137>**COBA:** 3.50%**COTB:** 3.50%**CONR:****VAR:** N**JA:****WD:****OCCUP:** OWNER**SHOW:** CALL-LA**LD:****XD:****PREV STATUS:** B**STATUS CHNG:** 02/21/14**L1:****PREV\$:** \$200,000**PRICE CHNG:** 02/14/14**ORIG\$:** \$299,000**L2:****INET:** Y/CORNER UNIT EAST OF INTRACOASTAL! 2 BLOCKS FROM BEACH! PETS ALLOWED UP TO 25 LBS! FREE DOCKAGE UP TO 28 FT !**PD:****CONTING:****DM:****FURN:****CD:****SP:****ECD:****CB:****SPID:****S1:****TR:****SC:****SPID2:****S2:**

Note
Apartment is
only
968 sq ft
NOT
1348
AS
Listed

Bill Feinberg

From: Bill Feinberg
Sent: Monday, September 09, 2013 11:26 AM
To: Jeri Pryor
Subject: Re: Need your help / 2709 NE 33 Ave, Apt 102, Ft Laud. Taryton Condo

Good morning Jerry. I think I have all my paperwork in order and I'm ready to submit the permit. I'm actually meeting with my architect to review the job today as well. I'd like to bring the permits in today to review with you I was wondering if you will be around. Please let me know and if so I will come by today. Thanks so much for your help.

Bill

Bill Feinberg, President
Allied Kitchen & Bath
Allied Decorative Hardware & Plumbing
Allied Windows & Doors
616 W. Oakland Park Blvd.
Fort Lauderdale, Florida 33311
954-564-1611

bill@alliedkitchenandbath.com
www.alliedkitchenandbath.com <<http://www.alliedkitchenandbath.com/>>

On Aug 26, 2013, at 5:21 PM, "Jeri Pryor" <JPryor@fortlauderdale.gov> wrote:

Ok. Sounds good. Have a great night. Jeri

From: Bill Feinberg [<mailto:bill@alliedkitchenandbath.com>]
Sent: Monday, August 26, 2013 5:18 PM
To: Jeri Pryor
Subject: RE: Need your help / 2709 NE 33 Ave, Apt 102, Ft Laud. Taryton Condo

Thanks Jeri
I think I will just apply and get the permits asap.
As soon as we close, I can complete the remodeling and get all inspections as required.
Thanks much.

Bill

From: Jeri Pryor [<mailto:JPryor@fortlauderdale.gov>]
Sent: Monday, August 26, 2013 5:16 PM
To: Bill Feinberg
Cc: Jorg Hruschka
Subject: RE: Need your help / 2709 NE 33 Ave, Apt 102, Ft Laud. Taryton Condo

ALL E-MAIL
COMMUNICATIONS
REGARDING
LEIN
AMNESTY
PRIOR TO DEADLINE
9-13-13

Good evening Bill,

The amnesty program states that the code enforcement violations must be in compliance before eligibility for the program can be approved for processing. If you do not make the deadline for the application submittal on September 13, there is another option. Upon complying the code violations, you can request to go to City Commission to reduce the liens on the property because at that point, only the commission can approve a reduction of liens. If this is the case, just e-mail me that the case has been complied and that you are requesting to go to commission. Then I will process the paperwork to do so.

Hope this helps. Jeri

From: Bill Feinberg [mailto:bill@alliedkitchenandbath.com]

Sent: Sunday, August 25, 2013 1:06 PM

To: Jeri Pryor

Cc: Jorg Hruschka

Subject: Fwd: Need your help / 2709 NE 33 Ave, Apt 102, Ft Laud. Taryton Condo

Good day Jeri

Bill Feinberg here from Allied Kitchen & Bath. Jorg recommended that I contact you. I'm in the process of purchasing a condo that has some outstanding liens on the property for work that was done with out permits.

I Have agreed to purchase the property and take care of the liens that are outstanding and make all necessary corrections as well, as long as I can qualify for the amnesty program which I understand has only been extended until September.

Since I may not yet close on this property in time, I want to know how best to proceed in order for me to still qualify. If possible I would like to start the process, submit plans and apply for all permits.

As the GC, and hopefully the new owner of this property too, the current owner has agreed to assist me in getting the permits.

Can you confirm that this is the proper way to handle this?

I appreciate any help or info you can give me on this in order to make this happen, and thus get the existing liens reduced.

Please contact me at your earliest convenience.

Thank you,

Bill

Bill Feinberg, President
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Allied Decorative Hardware & Plumbing
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Fort Lauderdale, Florida 33311
954-564-1611

bill@alliedkitchenandbath.com

www.alliedkitchenandbath.com <<http://www.alliedkitchenandbath.com/>>

Begin forwarded message:

From: Jorg Hruschka <JHruschka@fortlauderdale.gov>
Date: July 5, 2013, 3:19:01 PM EDT
To: Bill Feinberg <bill@alliedkitchenandbath.com>, <jhrusch@hotmail.com>
Cc: Joe Feinberg <joe@alliedkitchenandbath.com>, <bmarchitto71@gmail.com>
Subject: RE: Need your help / 2709 NE 33 Ave, Apt 102, Ft Laud. Taryton Condo

Bill,

In order to address the lien, which appears to be currently \$41,800, you have to get into full compliance first. Three of the four violations are complied with the issuance of the permits, which stops further fine accruals. However, the fourth requires that all inspections are completed.

After compliance you are eligible for the lien amnesty program, <http://www.fortlauderdale.gov/lienamnesty/index.htm>, which was just extended on Tuesday by the commission to September. Under the terms of the program, liens will not be forgiven, but substantially discounted (around \$6,500 +-). Jeri Pryor will than handled the lien negotiations:

Jeri Pryor, MS | Code Enforcement Services Supervisor
"We Build Community"
Code Enforcement/Building Services Division
City of Fort Lauderdale | Department of Sustainable Development
700 NW 19 Avenue, Fort Lauderdale FL 33311
P 954-828-5911 F 945-828-5222
JPryor@fortlauderdale.gov

Please give me a call.

Jorg

From: Bill Feinberg [<mailto:bill@alliedkitchenandbath.com>]
Sent: Friday, July 05, 2013 1:01 PM
To: Jorg Hruschka; jorg hruschka (jhrusch@hotmail.com)
Cc: Joe Feinberg; Marchitto, Bibi 2012 (bmarchitto71@gmail.com)
Subject: Need your help / 2709 NE 33 Ave, Apt 102, Ft Laud. Taryton Condo

Hi Jorge

Hope all is well and that you are enjoying this holiday weekend.

Maybe you can help me with this one or direct me the right person or dept.

I'm trying to purchase this condo which has been in foreclosure, but it has some old violations on it.

Looks like they did a kitchen and Bath without permits.

I can easily pull new permits and get the necessary corrections made, but there are liens that were filed by the city.

Do you know if they would drop the liens if I were to but this property and agree to bring everything up to code?

Any help or advise would be greatly appreciated.

Thanks much

<bmatchitto71@gmail.com>

**Subject: RE: Need your help / 2709 NE 33 Ave, Apt 102, Ft
Laud. Taryton Condo**

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From: Bill Feinberg [<mailto:bill@alliedkitchenandbath.com>]

Sent: Friday, July 05, 2013 1:01 PM

To: Jorg Hruschka; jorg hruschka (jhrusch@hotmail.com)

Cc: Joe Feinberg; Marchitto, Bibi 2012 (bmatchitto71@gmail.com)

Subject: Need your help / 2709 NE 33 Ave, Apt 102, Ft Laud. Taryton Condo

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Do you know if they would drop the liens if I were to but this property and agree to bring everything up to code?

Any help or advise would be greatly appreciated.

Thanks much

Bill

"AS IS" Residential Contract For Sale And Purchase

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

THE K CO

1 PARTIES: OWNER OF RECORD Jonathan Kerh ("Seller"),
2 and BILL FEINBERG ("Buyer"),

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

1. PROPERTY DESCRIPTION:

6 (a) Street address, city, zip: 2901 NE 33RD AV, Fort Lauderdale, FL 33308-7218
7 (b) Property is located in: Broward County, Florida. Real Property Tax ID No: 494330AH0120
8 (c) Legal description of the Real Property: TARYTO CONDO UNIT 2C

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

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

16 ☒ Refrigerator(s) ☒ Smoke detector(s) ☐ Pool barrier/fence ☐ Storage shed
17 ☒ Microwave oven ☐ Security system ☐ Pool equipment ☐ TV antenna/satellite dish
18 ☒ Washer ☒ Window/wall-a ☐ Pool heater ☐ Water softener/purifier
19 ☒ Dryer ☐ Generator ☐ Spa or hot tub with heater ☐ Storm shutters and
20 ☐ Stand-alone ice maker ☐ Above ground pool ☐ panels

21 The only other items of Personal Property included in this purchase, and any additional details regarding
22 Personal Property, if necessary, are:

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

24 (e) The following items are excluded from the purchase:

2. PURCHASE PRICE (U.S. currency): \$ 135000

25 (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 5000

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
28 Date) or ☐ is to be made within (if blank, then 3) days after Effective Date
29 Escrow Agent Information: Name: THE K COMPANY

30 Address: 28 SE 23 AVE POMPANO FL Phone: 954-563-5966
31 E-mail: Fax:

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

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

35 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8... \$

36 (d) Other: \$

37 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
38 transfer or other COLLECTED funds. \$ 130000

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

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

40 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before June 30
41 2013, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer.
42 Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the
43 counter-offer is delivered.

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

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

Buyer's Initials: Seller's Initials:
Florida Realtors/Florida Bar-ASIS 1 Rev. 6/10 © 2010 Florida Realtors® and The Florida Bar. All rights reserved.

Serial#: 003648-700137-2338724

formsimplicity

Purchase
Agreement
with ALL offers
MADE over
~~10~~ month period.
* Finally Settled
For \$225,000 on
4-18-14.

5. EXTENSION OF CLOSING DATE:

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

6. OCCUPANCY AND POSSESSION: Unless otherwise stated herein, Seller shall at Closing, have removed all personal items and trash from the Property and shall deliver occupancy and possession, along with all keys, garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

7. ASSIGNABILITY: (CHECK ONE) Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. FINANCING:

- ☒ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.
- ☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA ☐ VA loan on the following terms within _____ (if blank, then 30) days after Effective Date ("Loan Commitment Date") for: (CHECK ONE): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the principal amount of \$_____ or _____% of the Purchase Price, at an initial interest rate not to exceed _____% (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ years ("Financing").

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

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

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

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

- ☐ (c) Assumption of existing mortgage (see rider for terms).
- ☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

Buyer's Initials _____
Florida Realtors/Florida Bar - SIS-1

Page 2 of 10

Seller's Initials _____

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EX 3

Page 14 of 48

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

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount 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. *-see Addendum*

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.

Buyer's Initials

FloridaRealtors/FloridaBar-ASIS-1

Page 3 of 10

Seller's Initials

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Serial#: 003848-700137-2339724

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CAM 15-0069

EX 3

Page 15 of 48

Addendum to Contract



Addendum No. _____ to the Contract dated JULY 15 between
JONATHAN KIETH (Seller)
and BILL FEINBERG (Buyer)

concerning the property described as:

2901 NE 33RD AV , Fort Lauderdale, FL 33308-7218

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

DUE TO APPRAISAL AMOUNT AND CURRENT LIENS/FINES ,BUYERS HIGHEST AND BEST OFFER IS \$175,000.

BOTH BUYER AND SELLER AGREE TO EXTEND THE CLOSING DATE TO APRIL 1ST 2014.

Date: 3/11/14

Buyer: [Signature]

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

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Serial#: 062618-000139-2731195



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EX 3

Page 16 of 48



Addendum to Contract

Addendum No. _____ to the Contract dated JULY 15 between
JONATHAN KIETH (Seller)
and BILL FEINBERG (Buyer)

concerning the property described as:

2901 NE 33RD AV , Fort Lauderdale, FL 33308-7218

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

DUE TO APPRAISAL AMOUTN AND CURRENT LIENS/FINES ,BUYERS HIGHEST AND BEST OFFER IS \$190,000.

BOTH BUYER AND SELLER AGREE TO EXTEND THE CLOSING DATE TO APRIL 1ST 2014.

Date: 3/17/14 Buyer: 
Date: _____ Buyer: _____
Date: _____ Seller: _____
Date: _____ Seller: _____

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Addendum to Contract

Addendum No. _____ to the Contract dated JULY 15 between

JONATHAN KIETH (Seller)

and BILL FEINBERG (Buyer)

concerning the property described as:

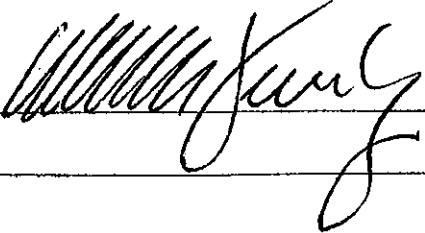
2901 NE 33RD AV , Fort Lauderdale, FL 33308-7218

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

DUE TO APPRAISAL AMOUTN AND CURRENT LIENS/FINES ,BUYERS HIGHEST AND BEST
OFFER IS \$205,000.

BOTH BUYER AND SELLER AGREE TO EXTEND THE CLOSING DATE TO APRIL 15 2014.

Date: 4-2-14

Buyer: 

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

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Serial#: 063330-100139-6307454

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Addendum to Contract

Addendum No. _____ to the Contract dated JULY 15 2013 between

JONATHAN KIETH (Seller)

and BILL FEINBERG (Buyer)

concerning the property described as:

2901 NE 33RD AV , Fort Lauderdale, FL 33308-7218

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

DUE TO APPRAISAL AMOUNT AND CURRENT LIENS/FINES ,BUYERS HIGHEST AND BEST OFFER IS \$205,000.

BOTH BUYER AND SELLER AGREE TO EXTEND THE CLOSING DATE TO JUNE 1 2014.

Date: 4-16-14

Buyer:

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

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Addendum to Contract

Addendum No. _____ to the Contract dated JULY 15 2013 between

JONATHAN KIETH

(Seller)

and BILL FEINBERG (Buyer)

concerning the property described as:

2901 NE 33RD AV , Fort Lauderdale, FL 33308-7218

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

DUE TO APPRAISAL AMOUNT AND CURRENT LIENS/FINES ,BUYERS HIGHEST AND BEST OFFER IS \$215,000.

BOTH BUYER AND SELLER AGREE TO EXTEND THE CLOSING DATE TO JUNE 1 2014.

Date:

4-17-14

Buyer:

[Signature]

Date:

Buyer:

Date:

Seller:

Date:

Seller:

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Addendum to Contract

Addendum No. _____ to the Contract dated JULY 15 2013 between

JONATHAN KIETH

(Seller)

and BILL FEINBERG (Buyer)

concerning the property described as:

2901 NE 33RD AV , Fort Lauderdale, FL 33308-7218

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

DUE TO APPRAISAL AMOUTN AND CURRENT LIENS/FINES ,BUYERS HIGHEST AND BEST OFFER IS \$225,000.

BOTH BUYER AND SELLER AGREE TO EXTEND THE CLOSING DATE TO JUNE 1 2014.

Date:

4-18-14

Buyer:

William J. Feinberg

Date:

Buyer:

Date:

Seller:

Date:

Seller:

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DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:

1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.6. FILE NUMBER:
13-579

7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

1.0 3/98 (13-579.PFD/13-579/55)

NAME AND ADDRESS OF BORROWER:

LIAM A. FEINBERG
11 NE 33RD AVENUE #2-C
FORT LAUDERDALE, FL 33308

E. NAME AND ADDRESS OF SELLER:

JONATHAN KEITH
6331 NE 19TH TERRACE
FORT LAUDERDALE, FL 33308

F. NAME AND ADDRESS OF LENDER:

CASH

PROPERTY LOCATION:

11 NE 33RD AVENUE #2-C
FORT LAUDERDALE, FL 33308
Broward County, Florida

H. SETTLEMENT AGENT:

Roberto and Associates

PLACE OF SETTLEMENT

2151 East Commercial Boulevard, Suite 203
Fort Lauderdale, FL 33308

I. SETTLEMENT DATE:

June 16, 2014

J. SUMMARY OF BORROWER'S TRANSACTION

1. GROSS AMOUNT DUE FROM BORROWER:

1. Contract Sales Price	225,000.00
2. Personal Property	840.50
3. Settlement Charges to Borrower (Line 1400)	
4.	352.00
5. HOA July Dues to Tareyton Inc.	

Adjustments For Items Paid By Seller in advance

6. City/Town Taxes	to	
7. County Taxes	to	
8. Assessments	to	
9.		
0. Association Dues		
1.		
2.		

20. GROSS AMOUNT DUE FROM BORROWER 226,192.50

30. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

31. Deposit or earnest money	5,000.00
32. Principal Amount of New Loan(s)	
33. Existing loan(s) taken subject to	
34.	
35.	
36.	
37.	
38.	
39.	

Adjustments For Items Unpaid By Seller

40. City/Town Taxes	to	
41. County Taxes	01/01/14 to 06/16/14	1,302.04
42. Assessments	to	
43.		
44.		
45.		
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220. TOTAL PAID BY/FOR BORROWER 6,302.04

300. CASH AT SETTLEMENT FROM/TO BORROWER:

301. Gross Amount Due From Borrower (Line 120)	226,192.50
302. Less Amount Paid By/For Borrower (Line 220)	(6,302.04)
303. CASH (X FROM) (TO) BORROWER	219,890.46

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:

401. Contract Sales Price	225,000.00
402. Personal Property	
403. sellers contribution	2,500.00
404.	
405.	

Adjustments For Items Paid By Seller in advance

406. City/Town Taxes	to	
407. County Taxes	to	
408. Assessments	to	
409.		
410. Association Dues		
411.		
412.		

420. GROSS AMOUNT DUE TO SELLER 227,500.00

500. REDUCTIONS IN AMOUNT DUE TO SELLER:

501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	19,227.83
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage to CHASE	206,970.13
505. Payoff Second Mortgage	
506.	
507.	
508.	
509.	

Adjustments For Items Unpaid By Seller

510. City/Town Taxes	to	
511. County Taxes	01/01/14 to 06/16/14	1,302.04
512. Assessments	to	
513.		
514.		
515.		
516.		
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518. 2013 PROP TAX to Broward/PD\$2748.39		
519.		

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520. TOTAL REDUCTION AMOUNT DUE SELLER 227,500.00

600. CASH AT SETTLEMENT TO/FROM SELLER:

601. Gross Amount Due To Seller (Line 420)	227,500.00
602. Less Reductions Due Seller (Line 520)	(227,500.00)
603. CASH (TO) (FROM) SELLER	0.00

L. SETTLEMENT CHARGES

PAID FROM BORROWER'S FUNDS AT SETTLEMENT		PAID FROM SELLER'S FUNDS AT SETTLEMENT	
AL COMMISSION Based on Price \$ 225,000.00 @ 6.0000 % 13,500.00			
<i>Division of Commission (line 700) as Follows:</i>			
750.00	to Charles Rutenberg Realty, LLC		13,500.00
750.00	to The K Company of Realtors		
Commission Paid at Settlement to			
Transaction/Processing Fee to			
MS PAYABLE IN CONNECTION WITH LOAN			
Loan Origination Fee	% to		
Loan Discount	% to		
Appraisal Fee	to		
Inspection Report	to		
Lender's Inspection Fee	to		
Mortgage Ins. App. Fee	to		
Assumption Fee	to		
ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
Interest From	to @ \$ /day (days %)		
MIP Totlins. for LifeOfLoan	for months to		
Hazard Insurance Premium for	1.0 years to		
RESERVES DEPOSITED WITH LENDER			
Hazard Insurance	months @ \$ per month		
Mortgage Insurance	months @ \$ per month		
City/Town Taxes	months @ \$ per month		
County Taxes	months @ \$ per month		
Assessments	months @ \$ per month		
Aggregate Adjustment	months @ \$ per month		
TITLE CHARGES		495.00	1,500.00
Settlement or Closing Fee	to Roberto and Associates	150.00	
Abstract or Title Search	to Chicago Title Insurance Company		
Title Examination	to		
Title Insurance Binder	to		
Copy/Fax/Wire/Warehousing	to		
Postage/ Shipping & Handling	to		
Attorney's Fees	to		1,200.00
<i>(Includes above item numbers: 1-7)</i>			
Title Insurance	to Chicago Title		
<i>(Includes above item numbers: 8-10)</i>			
Lender's Coverage	\$ 1,200.00	\$25 Risk	
Owner's Coverage	\$ 225,000.00	Promulgated	
Endorsements, FF9, 8.1			
GOVERNMENT RECORDING AND TRANSFER CHARGES			
Recording Fees: Deed \$ 27.00; Mortgage \$ 18.50	Releases \$ 18.50	45.50	
City/County Tax/Stamps: Deed 1,575.00; Mortgage			1,575.00
State Tax/Stamps:	Board of County Commissioners		
Intangible Tax			
ADDITIONAL SETTLEMENT CHARGES			
Survey	to Exacta		175.00
Pest Inspection	to		
Lien Search	to ASAP Tax & Lien Search, Inc	150.00	
Association Estoppel	to Tareyton, Inc.		1,277.83
HOA assessments	to Steven S. Valancy PA Trust Acct	840.50	19,227.83
400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			

Certified to be a true copy.
 * - Indicates seller paid these closing costs for the buyer, if applicable, per the agreed contractual amount.

HUD-1, Page 3

Borrower(s): WILLIAM A. FEINBERG
2901 NE 33RD AVENUE #2-C
FORT LAUDERDALE, FL 33308

Seller(s): JONATHAN KEITH
6331 NE 19TH TERRACE
FORT LAUDERDALE, FL 33308

Lender: CASH

Settlement Agent: Roberto and Associates
(954)776-2424

Place of Settlement: 2151 East Commercial Boulevard, Suite 203
Fort Lauderdale, FL 33308

Settlement Date: June 16, 2014

Property Location: 2901 NE 33RD AVENUE #2-C
FORT LAUDERDALE, FL 33308
Broward County, Florida

Borrower Loan Payoff Details

HOA July Dues to Tareyton Inc.

Loan Payoff As of
Total Additional Interest days @ Per Diem

Total Loan Payoff 352.00

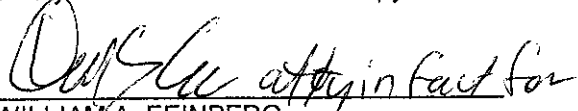
Seller Loan Payoff Details

Payoff First Mortgage to CHASE

Loan Payoff As of
Total Additional Interest days @ Per Diem

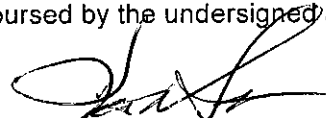
Total Loan Payoff 206,970.13

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.


WILLIAM A. FEINBERG


JONATHAN KEITH

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



Roberto and Associates
Settlement Agent

CAM 15-0069
EX 3
Page 24 of 48

CITY OF FORT LAUDERDALE

7 ITEMS OF 31

PERMIT RECEIPT

OPERATOR: walsp
COPY # : 1Sec:00 Twp:49 Rng:43 Sub:9330AH Blk: Lot:
FOLIO NBR 9330AH0120DATE ISSUED..... 06/16/2014
RECEIPT #..... PI000020802
REFERENCE ID # 13091451
MASTER PERMIT #.... 13091451** PAID
Double
Fee's*SITE ADDRESS 2901 NE 33 AVE # 2C
SUBDIVISION TARYTON CONDO
CITY FORT LAUDERDALE
IMPACT AREAOWNER KEITH, JONATHAN
ADDRESS 6331 NE 19 TER
CITY/STATE/ZIP FORT LAUDERDALE, FL 33308RECEIVED FROM ALLIED KITCHEN/BATH
CONTRACTOR FEINBERG, JOSEPH E LIC # 85CGC1225C
COMPANY ALLIED HOME IMPROVEMENT INC
ADDRESS 616 W OAKLAND PARK BLVD
CITY/STATE/ZIP FORT LAUDERDALE, FL 33311
TELEPHONE (954) 564-1611

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
PB AFTER	1 or 3 X P.F	1.00	250.76	0.00	250.76	0.00
PBALTRPR	JOB COST	2,000.00	250.76	100.00	150.76	0.00
PBALTRPRTF	JOB COST	2,000.00	12.54	0.00	12.54	0.00
XA/NDBPR	JOB COST	2,000.00	3.76	0.00	3.76	0.00
XA/NDCA	JOB COST	2,000.00	3.76	0.00	3.76	0.00
XCITY	JOB COST	2,000.00	0.40	0.00	0.40	0.00
XCOUNTY	JOB COST	2,000.00	2.00	0.00	2.00	0.00
XLIENLAW	JOB COST	2,000.00		0.00	0.00	0.00
TOTAL PERMIT :				100.00	423.98	0.00

PERMIT DEPOSITS ARE BASED ON ONE-HALF OF THE ESTIMATED BUILDING PERMIT FEE.
THIS FEE DOES NOT INCLUDE ALL OF THE FEES THAT ARE REQUIRED FOR THE PERMIT
AND ONLY AN ESTIMATE BASED ON THE INFORMATION PROVIDED AT TIME OF SUBMITTAL.
DEPOSITS FOR WINDOWS, SHUTTERS, FENCES, DOCKS AND SEAWALL PERMITS ARE
BASED ON A MINIMUM FEE FOR THE PERMIT TYPE.

A SAMPLE PERMIT FEE CALCULATOR IS AVAILABLE ON OUR WEBSITE
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TO SCHEDULE INSPECTIONS:
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OR SCHEDULE ON OUR WEBSITE https://www.fortlauderdale.gov/egovplus/permit/perm_status.aspx

13091451(5)
CAM 15-0069
EX 3
Page 26 of 48

CITY OF FORT LAUDERDALE

7 ITEMS OF 31

PERMIT RECEIPT

OPERATOR: walsp
COPY # : 1Sec:00 Twp:49 Rng:43 Sub:9330AH Blk: Lot:
FOLIO NBR: 9330AH0120DATE ISSUED.....: 06/16/2014
RECEIPT #.....: PI000020802
REFERENCE ID #: 13091451
MASTER PERMIT #....: 13091451SITE ADDRESS: 2901 NE 33 AVE # 2C
SUBDIVISION: TARYTON CONDO
CITY: FORT LAUDERDALE
IMPACT AREA:OWNER: KEITH, JONATHAN
ADDRESS: 6331 NE 19 TER
CITY/STATE/ZIP: FORT LAUDERDALE, FL 33308RECEIVED FROM: ALLIED KITCHEN/BATH
CONTRACTOR: FEINBERG, JOSEPH E LIC # 85CGC1225C
COMPANY: ALLIED HOME IMPROVEMENT INC
ADDRESS: 616 W OAKLAND PARK BLVD
CITY/STATE/ZIP: FORT LAUDERDALE, FL 33311
TELEPHONE: (954) 564-1611

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
--------	------	----------	--------	----------	----------	---------

VOICE ID	DESCRIPTION	VOICE ID	DESCRIPTION
199	BUILDING FINAL	120	FRAMING
100	JOB CHECK	122	DRYWALL SCREW

CITY OF FORT LAUDERDALE

9 ITEMS OF 31

PERMIT RECEIPT

OPERATOR: walsp
COPY # : 1Sec:00 Twp:49 Rng:43 Sub:9330AH Blk: Lot:
FOLIO NBR 9330AH0120DATE ISSUED..... 06/16/2014
RECEIPT #..... PI000020802
REFERENCE ID # 13091452
MASTER PERMIT #.... 13091451SITE ADDRESS 2901 NE 33 AVE # 2C
SUBDIVISION TARYTON CONDO
CITY FORT LAUDERDALE
IMPACT AREAOWNER KEITH, JONATHAN
ADDRESS 6331 NE 19 TER
CITY/STATE/ZIP FORT LAUDERDALE, FL 33308RECEIVED FROM ALLIED KITCHEN/BATH
CONTRACTOR GIORLANDO, SALVATORE J LIC # EC0001285
COMPANY FRONT LINE ELECTRIC LLC
ADDRESS 9816 SW 59 ST
CITY/STATE/ZIP COOPER CITY, FL 33328
TELEPHONE (954) 483-9508

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
PE AFTER	4X's / 2X's F	1.00	108.85	0.00	108.85	0.00
PE MINIMUM	AMOUNT	1.00		0.00	0.00	0.00
PEMOTOR001	EACH	1.00	14.20	0.00	14.20	0.00
PEOUTBASIC	OUTLET	15.00	43.65	0.00	43.65	0.00
PEOUTCAPP1	OUTLET	6.00	51.00	0.00	51.00	0.00
PECHFEE	AMOUNT	217.70	10.89	0.00	10.89	0.00
PECITY	JOB COST	500.00	0.10	0.00	0.10	0.00
PECOUNTY	JOB COST	500.00	2.00	0.00	2.00	0.00
PEDBPR	AMOUNT	217.70	3.27	0.00	3.27	0.00
PE DCA	AMOUNT	217.70	3.27	0.00	3.27	0.00
TOTAL PERMIT :				0.00	237.23	0.00

PERMIT DEPOSITS ARE BASED ON ONE-HALF OF THE ESTIMATED BUILDING PERMIT FEE. THIS FEE DOES NOT INCLUDE ALL OF THE FEES THAT ARE REQUIRED FOR THE PERMIT AND ONLY AN ESTIMATE BASED ON THE INFORMATION PROVIDED AT TIME OF SUBMITTAL. DEPOSITS FOR WINDOWS, SHUTTERS, FENCES, DOCKS AND SEAWALL PERMITS ARE BASED ON A MINIMUM FEE FOR THE PERMIT TYPE.

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O SCHEDULE INSPECTIONS:

ALL THE CITY OF FORT LAUDERDALE INSPECTION LINE AT 954-828-5191

R SCHEDULE ON OUR WEBSITE https://www.fortlauderdale.gov/egovplus/permit/perm_status.aspx

CITY OF FORT LAUDERDALE

9 ITEMS OF 31

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TELEPHONE: (954) 483-9508

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
--------	------	----------	--------	----------	----------	---------

VOICE ID	DESCRIPTION	VOICE ID	DESCRIPTION
201	BELOW GRADE ROUGH	299	ELECTRICAL FINAL
203	FOOTER STEEL BONDING	200	JOB CHECK
210	ROUGH	211	SERVICE ROUGH
202	SLAB		

CITY OF FORT LAUDERDALE

9 ITEMS OF 31

PERMIT RECEIPT

OPERATOR: walsp
COPY # : 1Sec:00 Twp:49 Rng:43 Sub:9330AH Blk: Lot:
FOLIO NBR: 9330AH0120DATE ISSUED.....: 06/16/2014
RECEIPT #.....: PI000020802
REFERENCE ID #: 13091454
MASTER PERMIT #....: 13091451SITE ADDRESS: 2901 NE 33 AVE # 2C
SUBDIVISION: TARYTON CONDO
CITY: FORT LAUDERDALE
IMPACT AREAOWNER: KEITH, JONATHAN
ADDRESS: 6331 NE 19 TER
CITY/STATE/ZIP: FORT LAUDERDALE, FL 33308RECEIVED FROM: ALLIED KITCHEN/BATH
CONTRACTOR: WENDEL, MARK L LIC # 86CMP746X
COMPANY: MOE PLUMBING INC
ADDRESS: 448 NE 32 ST
CITY/STATE/ZIP: OAKLAND PARK, FL 33334
TELEPHONE: (954) 566-6080

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
PP AFTER	4X's / 2X's F	1.00	379.93	0.00	379.93	0.00
PPCONNOTHR	EACH	1.00	32.54	0.00	32.54	0.00
PPFIXOUTLT	OUTLET	2.00	65.08	0.00	65.08	0.00
PPFIXTURE	FIXTURE	7.00	282.31	0.00	282.31	0.00
TECHFEE	AMOUNT	759.86	37.99	0.00	37.99	0.00
XCITY	JOB COST	500.00	0.10	0.00	0.10	0.00
XCOUNTY	JOB COST	500.00	2.00	0.00	2.00	0.00
XDBPR	AMOUNT	759.86	11.40	0.00	11.40	0.00
XDCA	AMOUNT	759.86	11.40	0.00	11.40	0.00
TOTAL PERMIT :			822.75	0.00	822.75	0.00

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CITY OF FORT LAUDERDALE

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TELEPHONE: (954) 566-6080

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
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VOICE ID	DESCRIPTION	VOICE ID	DESCRIPTION
714	ABOVE GROUND ROUGH	701	BELOW GRADE ROUGH
799	PLUMBING FINAL	740	HANGER
700	PLUMBING JOB CHECK	710	ROUGH
711	TOP OUT		

CITY OF FORT LAUDERDALE

6 ITEMS OF 31

PERMIT RECEIPT

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RECEIPT #.....: PI000020802
REFERENCE ID #: 13091455
MASTER PERMIT #....: 13091451SITE ADDRESS: 2901 NE 33 AVE # 2C
SUBDIVISION: TARYTON CONDO
CITY: FORT LAUDERDALE
IMPACT AREA:OWNER: KEITH, JONATHAN
ADDRESS: 6331 NE 19 TER
CITY/STATE/ZIP: FORT LAUDERDALE, FL 33308RECEIVED FROM: ALLIED KITCHEN/BATH
CONTRACTOR: PEREZ, LUIS M LIC # CAC1817017
COMPANY: DEDICATED COOLING LLC
ADDRESS: 8964 NW 174 LN
CITY/STATE/ZIP: HIALEAH, FL 33018
TELEPHONE: (786) 346-4571

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
PMEXFANU	EACH	1.00	114.96	0.00	114.96	0.00
TECHFEE	AMOUNT	114.96	5.75	0.00	5.75	0.00
XCITY	JOB COST	500.00	0.10	0.00	0.10	0.00
XCOUNTY	JOB COST	500.00	2.00	0.00	2.00	0.00
XDBPR	AMOUNT	114.96	2.00	0.00	2.00	0.00
XDCA	AMOUNT	114.96	2.00	0.00	2.00	0.00
TOTAL PERMIT :			126.81	0.00	126.81	0.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	1,610.77	412
TOTAL RECEIPT :	1,610.77	

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CITY OF FORT LAUDERDALE

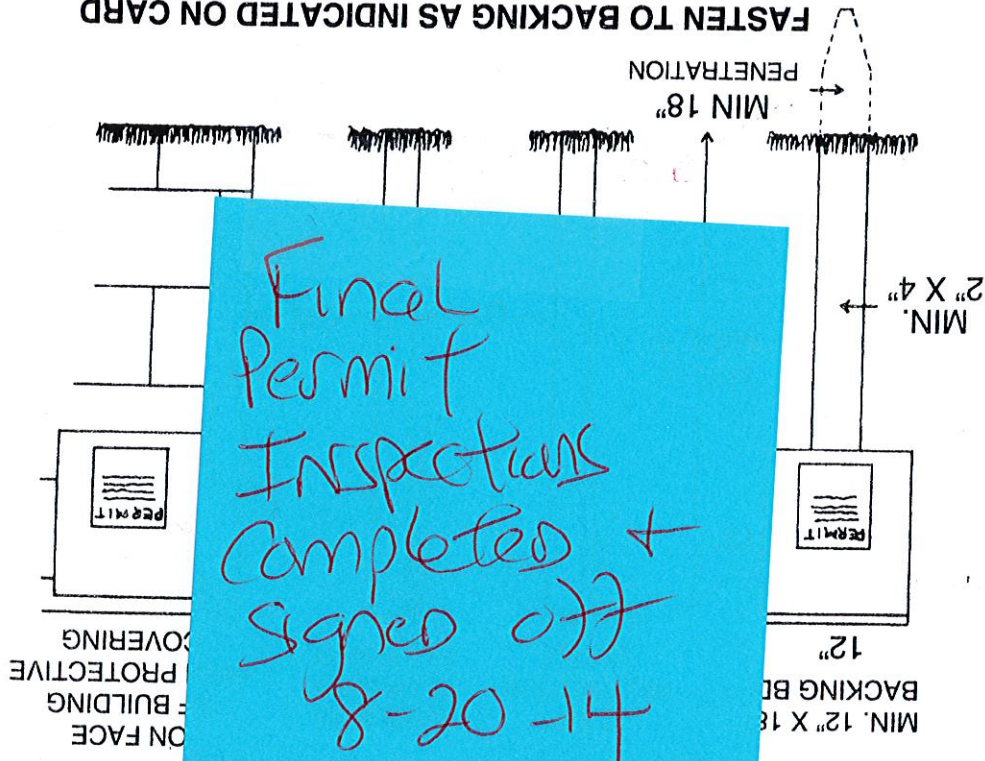
6 ITEMS OF 31

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CITY/STATE/ZIP: HIALEAH, FL 33018
TELEPHONE: (786) 346-4571

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
VOICE ID	DESCRIPTION			VOICE ID	DESCRIPTION	
699	MECHANICAL FINAL			610	ROUGH DUCT PIPING OR EQUIPMEN	

FASTEN TO BACKING AS INDICATED ON CARD



THIS PERMIT CARD MUST BE DISPLAYED ON THE FRONT OF THE JOB BY ONE OF THE FOLLOWING METHODS

DISPLAY THIS CARD ON FRONT OF JOB

CITY OF FORT LAUDERDALE BUILDING PERMIT

****CALL IN INSPECTIONS BETWEEN 8AM & 3:00PM****

PERMIT 13091451

DATE 06/16/2014

ADDRESS 2901 NE 33 AVE # 2C

OWNER KEITH, JONATHAN

CONTRACTOR ALLIED HOME IMPROVEMENT INC
BKITCAB NAME

PURPOSE ATF #2C KITCHEN & 2 BATHROOMS REMODEL

SUBDIVISION TARYTON CONDO

N.O.C. _____

NO INSPECTION WILL BE MADE UNLESS PERMIT CARD IS DISPLAYED & APPROVED PLANS ARE READILY AVAILABLE

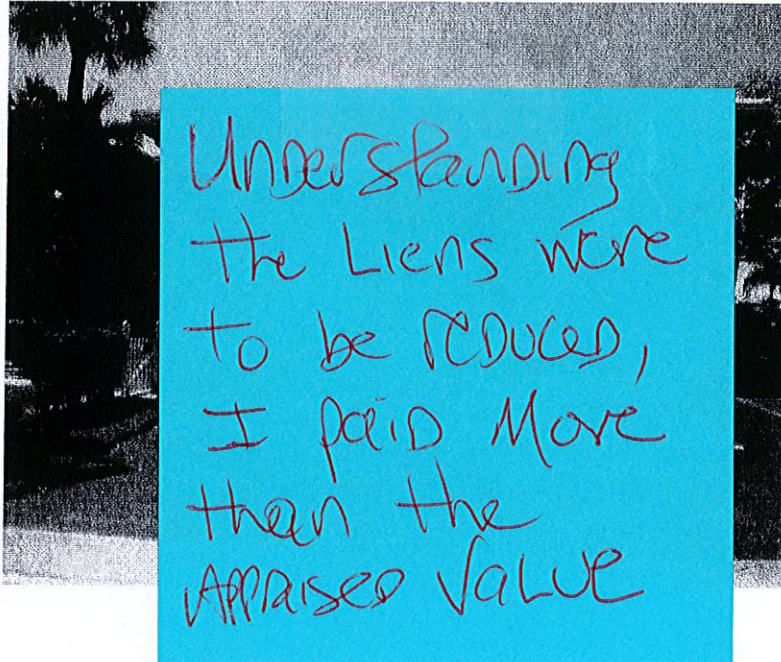
INSPECTION RECORD

#	BUILDING	Inspect.	Date	#	ZONING	Inspect.	Date	#	PLUMBING	Inspect.	Date
101	Grade Beam			901	Sub Grade			710	Rough		
103	Foundation			902	Rock			740	Hanger		
104	Slab			599	Landscape			710	2nd Rough		
110	Column 1/2			999	Zoning Final			711	Top Out		
111	Tiebeam 1/2			SEPARATE PERMITS REQUIRED**					Storm Drains		
143	Roof Sheath.			199	Fence Final			780	Main Drain		
114	Floor Sheath.			199	Sign Final			781	Perimeter Pipe		
141	Truss			199	Driveway F.			710	Gas Rough		
140	Bar Joist			199	Wall Final			799	Gas Final		
126	Wall Sheath.								Water Ser.		
133	Window Buck			#	FIRE PREVENT.				Sewer R/F		
130	Door Buck			310	Sprink. Rough				Grease Traps		
134	Window				Sprink. Final				Septic Conn.		
132	Storefront				Fire Suppress						
131	Door				Fire Alarm			799	Final		
123	Wire Lath			399	Final			#	MECHANICAL		
120	Framing*			#	ELECTRIC			610	Duct/piperough		
121	Insulation			260	Temp Pole				Duct/pipefinal		
122	Dry Wall			203	Service Bond				Piping Press.		
135	Garage Door			202	Slab				Hood R/F		
136	Ceiling Grid			210	Rough				Fireplace R/F		
199	Building Final	MA	8/20/14	210	Rough			602	Underground		
SEPARATE PERMITS REQUIRED**				212	Wall Rough				Vac Sys R/F		
150	Tin Cap			212	Wall Rough				Exhaust		
152	Flat I.P.			213	Ceiling Rough			622	Walk-in Cool.		
151	Mopon Sloped			213	Ceiling Rough			620	Duct Det. Test		
154	Tile I.P.			288	Pool Bond			699	Final		
153	Shingle I.P.			282	Pool Niche B.			NOTES:			
199	Roof Final				Pool Deck B.						
120	Shutter Fast.										
199	Shutter Panels			299	Final						
180	Pool Steel			#	ENGINEERING						
102	Patio Steel			410	Rough						
199	Pool Final			499	Final						
BUILDING NOTES						PLUMBING NOTES					
** Inspections must be called in under the correct permit #											
All inspection reports must remain with the permit card until											

+ ATTACH HERE

+ ATTACH HERE

APPRAISAL OF REAL PROPERTY



LOCATED AT

2901 NE 33rd Ave Apt 2C
Fort Lauderdale, FL 33308
Taryton Condo Unit 2C

FOR

Bill Feinberg

OPINION OF VALUE

190,000

AS OF

3/3/2014

BY

John Thomas Herring
Absolute Appraisals, LLC
214 NE 4th Ct
Hallandale Beach, FL 33009
(954) 834-3116
absoluteapp@gmail.com
www.absoluteapp.com

\$190 K

I PAID
\$225,000
PLUS
costs.

Borrower/Client	N/A	File No.	14022801
Property Address	2901 NE 33rd Ave Apt 2C		
City	Fort Lauderdale	County	Broward
		State	FL
Lender	Bill Feinberg	Zip Code	33308

TABLE OF CONTENTS

Cover Page	1
Table of Contents	2
GP Condo	3
GP Condo	4
GP Condo	5
Additional Comparables 4-6	6
Additional Listings 1-3	7
GP Condo	8
Market Conditions Addendum to the Appraisal Report	9
GP Condo Certifications Addendum	10
General Text Addendum	12
Subject Photos	16
Photograph Addendum	17
Photograph Addendum	18
Photograph Addendum	19
Comparable Photos 1-3	20
Comparable Photos 4-6	21
Listings Photos 1-3	22
Building Sketch	23
Flood Map	24
Plat Map	25
Aerial Map	26
Aerial Map	27
Location Map	28
County Market Data - Page 1	29
County Market Data - Page 2	30
Code Violation / Lien Documentation - Page 1	31
Code Violation / Lien Documentation - Page 2	32
Code Violation / Lien Documentation - Page 3	33
Code Violation / Lien Documentation - Page 4	34
Code Violation / Lien Documentation - Page 5	35
Architecture Drawings of Current Plans - Page 1	36
Architecture Drawings of Current Plans - Page 2	37
Case Log of Liens, per Cities Notes - Page 1	38
Case Log of Liens, per Cities Notes - Page 2	39
Case Log of Liens, per Cities Notes - Page 3	40
Case Log of Liens, per Cities Notes - Page 4	41
Case Log of Liens, per Cities Notes - Page 5	42
License	43
E & O Insurance	44
Appraiser's Resume - Page 1	45
Appraiser's Resume - Page 2	46

INDIVIDUAL CONDO UNIT APPRAISAL SUMMARY REPORT

File No.: 14022801

Property Address: 2901 NE 33 Avenue		Unit #: 2C	City: Fort Lauderdale	State: FL
Zip Code: 33308		County: Broward		Legal Description: Taryton Condo Unit 2C
		Assessor's Parcel #: 49-43-30-AH-0120		
Tax Year: 2013	R.E. Taxes: \$ 2,863	Special Assessments: \$ 1,800	Borrower (if applicable): N/A	
Current Owner of Record: Keith, Jonathan		Occupant: ☐ Owner ☒ Tenant (Market Rent) ☐ Tenant (Regulated Rent) ☐ Vacant		
Project Type: ☒ Condominium ☐ Other (describe)		HOA: \$ 332	☐ per year ☒ per month	
Market Area Name: Fort Lauderdale Beach Area		Map Reference: 22744	Census Tract: 0405.02	
Project Name: Taryton Condo		Phase: N/A		
The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)				
This report reflects the following value (if not current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective				
Approaches developed for this appraisal: ☒ Sales Comparison Approach ☐ Cost Approach ☐ Income Approach (See Reconciliation Comments and Scope of Work)				
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)				
Intended Use: This appraisal is intended for personal use by the client. This appraisal is not intended for lending purposes.				
Intended User(s) (by name or type): The intended user is the client named below.				
Client: Bill Feinberg		Address:		
Appraiser: John Thomas Herring		Address: 214 NE 4th Ct, Hallandale Beach, FL 33009		
Location: ☒ Urban ☐ Suburban ☐ Rural	Predominant Occupancy	Condominium Housing	Present Land Use	Change in Land Use
Built up: ☒ Over 75% ☐ 25-75% ☐ Under 25%	PRICE (\$000)	AGE (yrs)	One-Unit 75%	☒ Not Likely
Growth rate: ☐ Rapid ☒ Stable ☐ Slow	Owner 65	50 Low 1	2-4 Unit 5%	☐ Likely * ☐ In Process *
Property values: ☒ Increasing ☐ Stable ☐ Declining	Tenant 35	3,461 High 58	Multi-Unit 10%	* To:
Demand/supply: ☐ Shortage ☒ In Balance ☐ Over Supply	Vacant (0-5%)	290 Pred 42	Comm'l 5%	
Marketing time: ☐ Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos.	Vacant (>5%)		Park/Golf 5%	
Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): Market area boundaries are defined as: Commercial Boulevard to the north, Sunrise Boulevard to the south, Atlantic Ocean to the east, and US-1 to the west.				
Condos are typically concrete or CBS construction of adequate to good quality and condition. Economic stability is average. Market preferred amenities are within a reasonable distance. No adverse detrimental land uses were observed.				
See the "Market Conditions Addendum" and the "Supplemental Addendum" for detailed information on market conditions.				
Zoning Classification: RMH-60		Description: Residential Multifamily High Rise/High Density		
Ground Rent (if applicable) \$ /		Zoning Compliance: ☒ Legal ☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning		
Comments: Not Applicable.				
Highest & Best Use as improved (or as proposed per plans & specifications): ☒ Present use, or ☐ Other use (explain)				
Actual Use as of Effective Date: Residential Condominium Use as appraised in this report: Residential Condominium				
Summary of Highest & Best Use: The subject's current use is legal and appears to be the highest and best use.				
Utilities	Public	Other	Provider/Description	Off-site Improvements
Electricity	☒	☐ FPL		Street Asphalt
Gas	☐	☐ None		Curb/Gutter Concrete
Water	☐	☐ City		Sidewalk Concrete
Sanitary Sewer	☒	☐ City		Street Lights Post
Storm Sewer	☒	☐ City		Alley None
Other site elements:	☐ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)			
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No		FEMA Map # 12011C0209F FEMA Map Date 08/18/1992		
Site Comments: No adverse easements, encroachments, environmental conditions known, a current survey is recommended for verification. See the "Supplemental Addendum" for a detailed description of the subject's location, including any external influences.				
Data source(s) for project information: FARES / Property President / MLS / Visual				
Project Description: ☐ Detached ☐ Row or Townhouse ☒ Garden ☐ Mid-Rise ☐ High-Rise ☐ Other (describe)				
General Description of Project		Subject Phase		
# of Stories	2	Exterior Walls	CBS	Units
# of Elevators	0	Roof Surface	B.U.R.	Units Completed
☒ Existing ☐ Proposed ☐ Und.Cons.		Total # Parking	22	Units For Sale
Design (Style)	Garden	Ratio (spaces/unit)	1.57	Units Sold
Actual Age (Yrs.)	42	Parking Type(s)	Open	Units Rented
Effective Age (Yrs.)	30	Guest Parking	3	Owner Occup. Units
Project Primary Occupancy: ☒ Principal Residence ☐ Second Home or Recreational ☐ Tenant				
Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☒ No				
Management Group: ☒ Homeowners' Association ☐ Developer ☐ Management Agent (name of management agent or company): Bob (President): 954-564-1070				
Was the project created by the conversion of existing building(s) into a condominium? ☐ Yes ☒ No If Yes, describe the original use and date of conversion.				
Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown Have the documents been reviewed? ☐ Yes ☒ No Comments: The Condo documents including CC&R's were not supplied to the appraiser.				
Project Comments (condition, quality of construction, completion status, etc.): The condition of the project, quality of construction, unit mix and appeal to the subject's market are average.				
Common Elements and Recreational Facilities: Open parking, swimming pool, and dock space.				

INDIVIDUAL CONDO UNIT APPRAISAL SUMMARY REPORT

File No.: 14022801

Summary of condominium project budget analysis for the current year (if analyzed): The condominium project budget was not supplied to the appraiser.Other fees for the use of the project facilities (other than regular HOA charges): Although the president indicated that there are no fees for the dock space, he did say that it is on a first come first serve basis, so there is no guarantee. He also indicated that the space available is limited to about a 22-22' boat.Compared to other competitive projects of similar quality and design, the subject unit charge appears ☐ High ☒ Average ☐ Low (If High or Low, describe)

Are there any special or unusual characteristics of the project (based on the condominium documents, HOA meetings, or other information) known to the appraiser?

☐ Yes ☒ No If Yes, describe and explain the effect on value and marketability.

Unit Charge: \$ 332 per month X 12 = \$ 3,984.00 per year. Annual assessment charge per year per SF of GLA = \$ 4.04

Utilities included in the Unit Charge: ☐ None ☐ Heat ☐ Air Conditioning ☐ Electricity ☐ Gas ☒ Water ☒ Sewer ☐ Cable ☐ OtherSource(s) used for physical characteristics of property: ☒ New Inspection ☐ Previous Appraisal Files ☒ MLS ☒ Assessment and Tax Records ☐ Prior Inspection☐ Property Owner ☒ Other (describe) Realist/Imapp/County Record Data Source for Gross Living Area Appraiser's measurements

General Description	Exterior Description	Foundation ☐ N/A	Basement ☒ N/A	Heating HVAC
Floor Location <u>1</u>	Foundation <u>Concrete</u>	Slab <u>Concrete</u>	Area Sq. Ft. <u>0</u>	Type <u>FWA</u>
# of Levels <u>1</u>	Exterior Walls <u>CBS</u>	Crawl Space <u>None</u>	% Finished <u>0</u>	Fuel <u>Elect</u>
Design (Style) <u>Garden</u>	Roof Surface <u>B.U.R.</u>	Basement <u>None</u>	Ceiling	
☒ Existing ☐ Proposed	Gutters & Dwnsp. <u>Aluminum</u>	Sump Pump ☐	Walls	Cooling HVAC
☐ Under Construction	Window Type <u>Awning</u>	Dampness ☐	Floor	Central <u>Yes</u>
Actual Age (Yrs.) <u>42</u>	Storm/Screens <u>Aluminum</u>	Settlement <u>None visible</u>	Outside Entry	Other
Effective Age (Yrs.) <u>15</u>		Infestation <u>None visible</u>		

Interior Description	Appliances	Attic ☒ N/A	Amenities	Car Storage ☐ None
Floors <u>Marble/Good</u>	Refrigerator ☒	Stairs ☐	Fireplace(s) # <u>0</u>	Garage #
Walls <u>Drywall/Good</u>	Range/Oven ☒	Drop Stair ☐	Patio <u>Concrete</u>	Covered #
Trim/Finish <u>Wood/Good</u>	Disposal ☒	Scuttle ☐	Deck <u>None</u>	☒ Open # <u>2</u>
Bath Floor <u>Marble/Good</u>	Dishwasher ☒	Doorway ☐	Porch <u>Concrete</u>	Total # of cars <u>2</u>
Bath Wainscot <u>Marble/Good</u>	Fan/Hood ☒	Floor ☐	Fence <u>None</u>	☒ Assigned <u>2</u>
Doors <u>Wood/Good</u>	Microwave ☒	Heated ☐	Pool <u>Community Pool</u>	☐ Owned
	Washer/Dryer ☐	Finished ☐	Balcony <u>None</u>	Space #(s) <u>2C, 2C</u>

Finished area above grade contains: 4 Rooms 2 Bedrooms 2.0 Bath(s) 986 Square Feet of Gross Living Area Above GradeAre the heating and cooling for the individual units separately metered? ☒ Yes ☐ No (If No, describe)Additional features: The entire unit was remodeled about 6-7 years ago (without permits), the unit has upgraded marble flooring and stainless steel appliances. See addendum for additional commentary on the impact of the work being completed illegally.Describe the condition of the property (including physical, functional and external obsolescence): See the "Supplemental Addendum" for more details on the subject's condition, needed repairs (if any), and any known obsolescence.My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.Data Source(s): County Records

1st Prior Subject Sale/Transfer

Date:

Price:

Source(s): County Records

2nd Prior Subject Sale/Transfer

Date:

Price:

Source(s):

Analysis of sale/transfer history and/or any current agreement of sale/listing: The subject did not have and prior sales/transfers within 36 months of the effective date.

ADDITIONAL COMPARABLE SALES

File No.: 14022801

FEATURE	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
Address	2901 NE 33 Avenue, # 2C Fort Lauderdale, FL 33308	3301 NE 32nd Ave 303, Fort Lauderdale, FL 33308			3333 NE 36th St 1, Fort Lauderdale, FL 33308					
Project	Taryton Condo	Maracay Condo			Diane Terrace Condo					
Phase	N/A	N/A			N/A					
Proximity to Subject		0.32 miles N			0.59 miles N					
Sale Price	\$	\$ 255,000			\$ 200,000			\$		
Sale Price/GLA	\$ /sq.ft.	\$ 229.52 /sq.ft.			\$ 173.91 /sq.ft.			\$ /sq.ft.		
Data Source(s)	County Records	SEFMLS#F1258516;DOM 38			SEFMLS#A1761434;DOM 45					
Verification Source(s)	Inspection	Public Rec/Realist/Visual			Public Rec/Realist/Visual					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust.		DESCRIPTION	+ (-) \$ Adjust.		DESCRIPTION	+ (-) \$ Adjust.	
Sales or Financing Concessions		ArmLth Cash;0			ArmLth Cash;0					
Date of Sale/Time		s01/14;c11/13			s05/13;c04/13	+20,000				
Rights Appraised	Fee Simple	Fee Simple			Fee Simple					
Location	Backs Canal	Backs Intracoastal			0 Backs Canal					
HOA Fees (\$/Month)	332	300			0 317	0				
Common Elements and Recreational Facilities	Common Pool Common Areas	Common Pool Common Areas			Common Pool Common Areas					
Floor Location	1	3			0 1					
View	Pool//Residential	IntraCoastal	-30,000		Canal	-30,000				
Design (Style)	Garden	Mid-Rise	0		Garden					
Quality of Construction	Average	Average			Average					
Age	42	45			0 46	0				
Condition	Good	Adequate/Dated	+20,000		Adequate/Good	+10,000				
Above Grade Room Count	Total Bdrms Baths 4 2 2.0	Total Bdrms Baths 5 2 2.0			Total Bdrms Baths 5 2 2.0			Total Bdrms Baths		
Gross Living Area	986 sq.ft.	1,111 sq.ft.	-5,000		1,150 sq.ft.	-6,600		sq.ft.		
Basement & Finished Rooms Below Grade	0 sf	0 sf			0 sf					
Functional Utility	Average	Average			Average					
Heating/Cooling	Central A/C	Central A/C	0		Central A/C	0				
Energy Efficient Items	None	None			None					
Parking	2 assigned (open)	1 assigned (covrd)	0		1 assigned (open)	0				
Porch/Patio/Deck	Porch/Patio	Balcony	0		None	0				
Secure Gated Entrance	No	No			No					
Features	Upgraded	Standard	+15,000		Standard	+15,000				
Code Violations/Liens	Yes, \$51,480	None known	-51,500		None known	-51,500				
Dockage Available	Yes	Yes			Yes	0				
Net Adjustment (Total)		☐ + ☒ -	\$ -51,500		☐ + ☒ -	\$ -43,100		☐ + ☐ -	\$	
Adjusted Sale Price of Comparables			\$ 203,500			\$ 156,900			\$	

Summary of Sales Comparison Approach See the "Supplemental Addendum" for all comments regarding the Sales Comparison Approach.

COMPARABLE LISTINGS

File No.: 14022801

FEATURE	SUBJECT	COMPARABLE LISTING # 1			COMPARABLE LISTING # 2			COMPARABLE LISTING # 3		
Address	2901 NE 33 Avenue, # 2C Fort Lauderdale, FL 33308	3209 NE 36th St 4-B, Fort Lauderdale, FL 33308			3655 NE 32 Ave 211-B, Fort Lauderdale, FL 33308					
Project	Taryton Condo	Frances Terrace Condo			Intracoastal Riviera Condo					
Phase	N/A	N/A			N/A					
Proximity to Subject		0.57 miles N			0.63 miles N					
List Price	\$	\$ 295,000			\$ 249,500			\$		
List Price/GLA	\$ /sq.ft.	\$ 245.83/sq.ft.			\$ 281.92/sq.ft.			\$ /sq.ft.		
Last Price Revision Date		12/09/2013			01/17/2014					
Data Source(s)		SEFMLS#A1810821; DOM 236			SEFMLS#F1256954; DOM 150					
Verification Source(s)		Public Rec/Realist/Visual			Public Rec/Realist/Visual					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.		DESCRIPTION	+(-) \$ Adjust.		DESCRIPTION	+(-) \$ Adjust.	
Sales or Financing Concessions		Listing	-14,800		Listing	-12,500				
Days on Market		236			150					
Rights Appraised	Fee Simple	Fee Simple			Fee Simple					
Location	Backs Canal	Backs Canal			Backs Intracoastal	0				
HOA Fees (\$/Month)	332	348	0		400	0				
Common Elements and Recreational Facilities	Common Pool Common Areas	Common Pool Common Areas			Common Pool Common Areas					
Floor Location	1	1			2					
View	Pool//Residential	IntraCoastal	-30,000		IntraCoastal	-30,000				
Design (Style)	Garden	Garden			Garden					
Quality of Construction	Average	Average			Average					
Age	42	47	0		42					
Condition	Good	Adequate/Good	+10,000		Good					
Above Grade	Total Bdrms Baths	Total Bdrms Baths			Total Bdrms Baths			Total Bdrms Baths		
Room Count	4 2 2.0	5 2 2.0			4 2 2					
Gross Living Area	986 sq.ft.	1,200 sq.ft.	-8,600		885 sq.ft.	+4,000		sq.ft.		
Basement & Finished Rooms Below Grade	0 sf	0 sf			0 sf					
Functional Utility	Average	Average			Average					
Heating/Cooling	Central A/C	Central A/C	0		Central A/C					
Energy Efficient Items	None	None			None					
Parking	2 assigned (open)	1 assigned (open)	0		1 assigned (open)	0				
Porch/Patio/Deck	Porch/Patio	Scrn Porch	0		Scrn Porch	0				
Secure Gated Entrance	No	No			No					
Features	Upgraded	Some Upgrades	+10,000		Standard	+15,000				
Code Violations/Liens	Yes, \$51,480	None known	-51,500		None known	-51,500				
Dockage Available	Yes	DEEDED 20'	-20,000		Yes					
Net Adjustment (Total)		☐ + ☒ -	\$ -104,900		☐ + ☒ -	\$ -75,000		☐ + ☐ -	\$	
Adjusted List Price of Comparables			\$ 190,100			\$ 174,500			\$	

Comments See the "Supplemental Addendum" for all comments regarding the Sales Comparison Approach.

Page 43 of 48

Market Conditions Addendum to the Appraisal Report

File No. 14022801

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 2901 NE 33rd Ave Apt 2C

City Fort Lauderdale

State FL

ZIP Code 33308

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	5	1	0	☐ Increasing	☐ Stable	☒ Declining
Absorption Rate (Total Sales/Months)	.83	.33	N/A	☐ Increasing	☐ Stable	☒ Declining
Total # of Comparable Active Listings	N/A	N/A	5	☒ Declining	☐ Stable	☐ Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	N/A	N/A	N/A	☒ Declining	☐ Stable	☐ Increasing
	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	200,000	300,000	N/A	☒ Increasing	☐ Stable	☐ Declining
Median Comparable Sales Days on Market	113	183	N/A	☐ Declining	☐ Stable	☐ Increasing
Median Comparable List Price	N/A	N/A	295,000	☒ Declining	☐ Stable	☐ Increasing
Median Comparable Listings Days on Market	N/A	N/A	N/A	☒ Declining	☐ Stable	☐ Increasing
Median Sale Price as % of List Price	96.99	85.71	N/A	☐ Increasing	☐ Stable	☒ Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	☐ Yes ☒ No			☐ Declining	☒ Stable	☐ Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Sellers concessions are present on a limited basis in the market. An analysis of this market indicates that the sellers concessions have remained consistent for the past 12 months. The typical sellers concessions in this market range from 3% to 6%.

Are foreclosure sales (REO sales) a factor in the market? ☒ Yes ☐ No If yes, explain (including the trends in listings and sales of foreclosed properties).

Roughly 17% of the most competitive sales in the market in the past 12 months have been REO/Short Sales. Roughly 14% of the most competitive active listings/pending sales are REO/Short Sales.

Cite data sources for above information. The data utilized in this report was obtained from MLS. Note: Some fields were marked N/A as the local MLS is not capable of retrieving the data needed to complete these fields.

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions. See the "Supplemental Addendum" for additional information on the subject's market.

If the subject is a unit in a condominium or cooperative project, complete the following:

Project Name: Taryton Condo

	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Subject Project Data				☐ Increasing	☐ Stable	☐ Declining
Total # of Comparable Sales (Settled)	0	0	0	☐ Increasing	☐ Stable	☐ Declining
Absorption Rate (Total Sales/Months)	N/A	N/A	N/A	☐ Increasing	☐ Stable	☐ Declining
Total # of Active Comparable Listings	N/A	N/A	N/A	☒ Declining	☐ Stable	☐ Increasing
Months of Unit Supply (Total Listings/Ab.Rate)	N/A	N/A	N/A	☒ Declining	☐ Stable	☐ Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties. There has not been a single closed MLS sale in the past 24 months from inside the subject's project. Due to the limited amount of comparable sales, the information in this section (including the noted trends) is deemed to be unreliable. Additionally, there are not enough listings/sales in the project to determine if foreclosures are a factor. It should be noted that the subject is currently listed for sale as a "short sale" and is the only listing in the project.

Summarize the above trends and address the impact on the subject unit and project. Due to the limited amount of comparable sales, the information in this section (including the noted trends) is deemed to be unreliable.

www.SureDocs.com/validate

Signature
Appraiser Name John Thomas Herring
Company Name Absolute Appraisals, LLC
Company Address 214 NE 4th St, Fort Lauderdale, FL 33301
State License/Certification # E5294D84
Email Address absoluteapp@gmail.com

Signature
Supervisory Appraiser Name
Company Name
Company Address
State License/Certification #
Email Address

Assumptions, Limiting Conditions & Scope of Work

File No.: 14022801

Address: 2901 NE 33 Avenue Unit #: 2C City: Fort Lauderdale State: FL Zip Code: 33308
 Client: Bill Feinberg Address:
 Appraiser: John Thomas Herring Address: 214 NE 4th Ct, Hallandale Beach, FL 33009

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS:

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject unit is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

SCOPE OF WORK:

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Information about the subject property was obtained from public records, using the County's websites, and, if a reasonably recent listing of the property was detected, from Multiple Listing data. This information included the age of the improvements, the last date of sale, the tax account number and legal description contained in these records, physical characteristics, including square foot information and room count, the assessed valuation of the land and the improvements, current real estate taxes and zoning information. Maps showing the subject site and the subject market area were examined and prepared for inclusion in the appraisal report. A physical inspection of the subject property was made, including both the exterior and interior of the subject dwelling, and an analysis was made of the neighborhood, site and improvements. This inspection and analysis included the consideration of any known factors that could be expected to have an impact on the value of the subject property. Although due diligence was exercised, the appraiser is not an expert in matters such as pest control, structural engineering, hazardous substances or environmental hazards, and no warranty is given as to these elements. The subject improvements were measured and sketched, and the pertinent square foot areas of the improvements were calculated. Personal property was not included within the estimate of value. An analysis was made of the subject real estate market and of available market/sales data, utilizing public records and Multiple Listing data. Those sales considered to provide the best indication of the market value of the subject property were selected and compared to the subject in the Quantitative Sales Comparison Analysis. Typically, only an exterior inspection from the street is made of the comparable properties. Information about the comparables was verified, including pertinent financing information relating to the transaction, using the sources named above. Dollar adjustments were made to each of the comparable properties, reflecting estimated market reaction to those items of significant variation between the subject and comparable properties. If a significant item in a comparable property was superior to, or more favorable than the subject property, a minus (-) adjustment was made to the comparable, thus, reducing the indicated value of the subject in comparison to that comparable; if a significant item in a comparable was inferior to, or less favorable than the subject, a plus (+) adjustment was made, thus, increasing the indicated value of the subject. Further analysis was made, considering such factors as the comparables' relative proximity to the subject property, recentness of sale and overall similarity to the subject property, in order to reconcile to the final estimate of the value of the subject property by the Sales Comparison Approach to value. The income approach and cost approach were not developed as they were deemed unreliable, inappropriate, and/or unnecessary in determining a credible opinion of value. The appraisal report was prepared, together with attached exhibits, and the completed appraisal report was delivered to the client, which constituted completion of the assignment.



Site Address	2901 NE 33 AVENUE 2C, FORT LAUDERDALE	ID #	4943 30 AH 0120
Property Owner	FEINBERG, WILLIAM A	Millage	0312
Mailing Address	616 W OAKLAND PARK BLVD FORT LAUDERDALE FL 33311	Use	04

Abbreviated Legal Description	TARYTON CONDO UNIT 2C
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The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2013 Exemptions and Taxable Values to be reflected on the Nov. 1, 2013 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2014	\$25,530	\$229,740	\$255,270	\$143,510	
2013	\$13,050	\$117,420	\$130,470	\$130,470	\$2,862.91
2012	\$12,820	\$115,380	\$128,200	\$119,470	\$2,607.78

2014 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$255,270	\$255,270	\$255,270	\$255,270
Portability	0	0	0	0
Assessed/SOH	\$143,510	\$255,270	\$143,510	\$143,510
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$143,510	\$255,270	\$143,510	\$143,510

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
6/16/2014	WD-Q-SS	\$225,000	112361784			
8/25/2005	WD	\$350,000	40409 / 673			
8/18/2003	WD	\$246,000	35871 / 999			
12/12/2000	WD	\$162,500	31115 / 1512			
8/31/1998	WD	\$115,000	28840 / 528			
				Adj. Bldg. S.F.		1348
				Units/Beds/Baths		1/2/2

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
R								

Bill Feinberg

Subject: Appraisal report for 2901 NE 33 Ave, #2C
Attachments: 14022801.pdf

From: Bill Feinberg
Sent: Thursday, June 19, 2014 2:09 PM
To: Daniel Carusi Atty (dcarusi@bellsouth.net)
Subject: Appraisal report for 2901 NE 33 Ave, #2C

Dan

See below.

Just found this.

And on page 13.....

DISCREPANCIES IN GLA / SKETCH COMMENTS: County Records indicated that the subject has 1,348 sf of GLA; however, the appraiser measured the subject, and revealed that the subject actually has 986 sf of GLA. It should be noted that discrepancies in GLA are common in this area, and the appraisers measurements are considered to be more reliable than County Records. County Records appears to have included the porch/patio area and may have taken measurements from the outside. For appraisal practices, this would be inappropriate as Condo's are supposed to be measured from the inside "wall to wall."

From: Bill Feinberg [mailto:bill@alliedkitchenandbath.com]
Sent: Thursday, March 06, 2014 10:34 AM
To: james swain; Marchitto, Bibi 2012 (bmarchitto71@gmail.com)
Subject: Appraisal report for 2901 NE 33 Ave, #2C

From: Absolute Appraisals, LLC [mailto:absoluteapp@gmail.com]
Sent: Thursday, March 06, 2014 9:59 AM
To: Bill Feinberg
Subject: Completed appraisal report for 2901 NE 33 Ave, #2C

Good morning Bill,

I have attached the completed appraisal report to this email. If you have any questions or concerns, feel free to contact me. Please confirm receipt of this email.

Thank you,

John Herring
Owner / Appraiser

Square Footage NOT correct AS Advertised or Sold To me

** ONLY 986 NOT 1348*