

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

IN RE:

CASE NO.:

HERON POND CONDOMINIUM  
ASSOCIATION, INC.

Petitioner.

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**VERIFIED PETITION FOR APPOINTMENT OF A RECEIVER**

Petitioner, HERON POND CONDOMINIUM ASSOCIATION, INC. (the “Association”),  
by and through its undersigned counsel, petitions this Court for the appointment of a receiver and  
in support thereof states the following:

**JURISDICTION, PARTIES AND VENUE**

1. Pursuant to Florida Statute §26.012, this Honorable Court has jurisdiction over the subject-matter of this action which is for the appointment of a receiver – an action in equity.
2. HERON POND CONDOMINIUM ASSOCIATION, INC., is an “Association” as defined in Chapter 718, Florida Statutes, located within Broward County and is governed by the Declaration of Condominium Establishing Heron Pond Condominium (the “Declaration”), recorded on June 14, 2006 in Official Records Book 42216, Page 910, in the Public Records of Broward County, Florida. A copy of the recorded Declaration is filed under a separate filing as **Exhibit “A.”**
3. The Association was formed to provide centralized management for the Association, which includes maintenance, repair and upkeep of the common elements, operation of the Condominium Property owned by the Association, and for the economical discharge of the management and maintenance functions of those common elements and limited common elements.

4. The Association is comprised of nineteen (19) separate residential buildings with each building containing sixteen (16) units for a total of three hundred and four (304) units, in addition to the Association's Clubhouse.
5. Venue is proper in Broward County, pursuant to Section 47.011, Florida Statutes as the Association is located in Broward County, Florida.
6. All conditions precedent to this action have occurred through performance, waiver or otherwise.

### **FACTUAL ALLEGATIONS**

7. The Association is comprised of three hundred and four (304) unit owners which are all subject to the Association's Declaration and members of the Association.
8. The property that comprises Heron Pond Condominium Association, Inc. was initially developed as a garden apartment complex known as Runaway Bay in 1988 by Oxford Development.
9. Runaway Bay was converted into a condominium in late 2006.
10. Pursuant to the Association's Declaration, unit owners of the Association are obligated to pay monthly maintenance assessments to the Association, the amount of which is determined by the annual budget.
11. Pursuant to Article XIX, Section 19.12 of the Association's Declaration, "Maintenance and repair of the Common Elements, except as otherwise provided herein, is the responsibility of the Association."
12. The maintenance assessments that are tendered by the unit owners to the Association are to be utilized by the Association in order for the Association to fulfill its maintenance obligations.

13. On August 14, 2023, the City of Pembroke Pines (the “City”) issued a press release concerning the Association wherein the City stated “[i]n the interest of public safety and full compliance with Florida Building and Fire & Life Safety Codes, the City of Pembroke Pines has issued an Order to the unit owners of Heron Pond Condominium Buildings 3 and 10 to evacuate occupants from the structures no later than August 24, 2023. The City’s Fire and Building Officials consider Buildings 3 and 10 to be unsafe structures under Florida law and have posted a 10-day notice. The City has given the condominium owners of these specific buildings ample time and opportunity to come into compliance with the City’s requested corrective measures to ensure the life, health and safety of the Heron Pond residential community. To date, minimal, unsatisfactory actions have been taken by the unit owners to address the life, health and safety issues expressed by the City of Pembroke Pines and cited under Florida’s Building and Fire regulations.” A true and correct copy of the City’s Heron Pond Press Release is attached hereto as **Exhibit “B”**. Copies of the Unsafe Structure Notices issued to Buildings 3 and 10 are attached hereto as **Exhibit “C.”**
14. On August 16, 2023, the City issued an Unsafe Structure Notice regarding Building 2 requiring all occupants of Building 2 to vacate the building by August 26, 2024. A true and correct copy of the City’s Unsafe Structure Notice regarding Building 2 is attached hereto as **Exhibit “D.”**
15. On September 2, 2023, the City issued Unsafe Structure Notices regarding Buildings 5, 14, and 16 requiring all occupants of Buildings 5, 14, and 16 to vacate the respective buildings by September 12, 2023. True and correct copies of the City’s Unsafe Structure Notices regarding Buildings 5, 14 and 16 are attached hereto as **Exhibit “E.”**

16. As of September 12, 2023, six (6) out of the nineteen (19) Buildings located within the Association have been declared unsafe structures by the City and rendered uninhabitable as a result.
17. On October 12, 2023, the City issued Unsafe Structure Notices to Buildings 9<sup>1</sup>, 11<sup>2</sup>, and 12<sup>3</sup>, wherein several units within each of these respective buildings were declared unsafe by the City, and the occupants of said units were required to vacate the respective Buildings by October 22, 2023. True and correct copies of the City's Unsafe Structure Notices regarding specific units located within Buildings 9, 11 and 12 are attached hereto as **Exhibit "F."**
18. On October 25, 2023, the City issued Unsafe Structure Notices to Buildings 4<sup>4</sup>, 13<sup>5</sup>, and 18<sup>6</sup>, wherein several units within each of these respective buildings were declared unsafe by the City, and the occupants of said units were required to vacate the respective Buildings by October 22, 2023. True and correct copies of the City's Unsafe Structure Notices regarding specific units located within Buildings 4, 13, and 18 are attached hereto as **Exhibit "G."**
19. On October 31, 2023, the City issued an Unsafe Structure Notice to Building 17<sup>7</sup>, wherein several units within the building were declared unsafe by the City and the occupants of said units were required to vacate the Building by November 10, 2023. A true and correct copy of the City's Unsafe Structure Notice to Building 17 is attached hereto as **Exhibit "H."**

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<sup>1</sup> Units 106, 107, 206, and 207 were declared unsafe by the City.

<sup>2</sup> Units 102, 104, 107, 202, 204, and 207 were declared unsafe by the City.

<sup>3</sup> Units 101 and 201 were declared unsafe by the City.

<sup>4</sup> Units 104, 105, 108, 204, 205, and 208 were declared unsafe by the City.

<sup>5</sup> Units 107 and 207 were declared unsafe by the City.

<sup>6</sup> Units 102 and 202 were declared unsafe by the City.

<sup>7</sup> Units 101, 108, 201 and 208 were declared unsafe by the City.

20. Presently, a total of thirteen (13) buildings within the Association have either been declared uninhabitable in their entirety or contain multiple units that have been deemed to be uninhabitable by the City.
21. The issues related to the conditions of the buildings located within the Association are of such a grave nature that the City has created a webpage devoted entirely to the Association that can be accessed by going to <https://www.ppines.com/1627/Heron-Pond-Information>.
22. Approximately two (2) years prior to the City declaring any buildings unsafe within the Association, a prior Board of Directors acting on behalf of the Association obtained structural assessment reports from Akouri Consulting Engineers. These reports were provided to the Association in October of 2021, and the reports for each building concluded that every building within the Association was in poor condition. True and correct copies of the structural assessment reports prepared by Akouri Consulting Engineers and provided to the Association on October 2, 8, and 20, 2021 are attached hereto as **Exhibit "I."**
23. For approximately 5 years, the Association was constructed of a group of individuals who are believed to be the beneficiaries and/or trustees or employees/agents of the owner of 109 units, Federated Foundation Trust with Kirschbaum Law Office, LLC acting as Trustee ("Federated Foundation Trust").
24. While under the control of the Federated Foundation Trust, the Association did not adequately maintain the buildings, i.e. the Association's common elements, in accordance with Article XIX, Section 19.12 of the Association's Declaration.
25. At present, one hundred and twenty-two (122) units out of three hundred and four (304) units within the Association are uninhabitable.

26. Additionally, a review of public ownership records show that one singular entity, Federated Foundation Trust with Kirschbaum Law Office, LLC acting as Trustee (“Federated Foundation Trust”) is the owner of one hundred and nine (109) units located within the Association.
27. The Federated Foundation Trust represents a total ownership interest by one single entity of 35.85 percent of the units within the Association.
28. It is believed that individuals associated with the Federated Foundation Trust took control of a majority interest in the Board of Directors through the Annual Meeting and Election that was held in 2017.
29. It is believed that those individuals elected to the Board of Directors were not representing the interests of the Association, but rather their own personal interests wherein they failed to perform required maintenance to the Association’s common elements.
30. It is believed that these individuals may have wanted the Association’s common elements to fall into a state of disrepair so that they could acquire more units within the Association at a reduced/discounted cost.
31. It is believed that these prior members of the Board of Directors willfully and intentionally mismanaged the Association and failed to perform routine, necessary maintenance resulting in the present, deplorable condition of the Association’s common elements.
32. Given the egregious issues related to the condition of the buildings within the Association, it is estimated that well over fifty percent of the membership is presently not submitting monthly assessment payments to the Association, including but not limited to, all 109 units owned by the Federated Foundation Trust!

33. The membership's failure to tender monthly assessment payments has hindered the Association's ability to complete substantial repairs that are required to make the unsafe units habitable and continue day to day operations of a condominium association in compliance with the governing documents and applicable law.
34. This issue is further complicated by the fact that prior members of the Association's Board of Directors did not maintain official records as required by Florida Statute Section 718.111 (12), in addition to the requirements set forth in Article IX of the Association's By-Laws entitled "Association Official Records."
35. It is believed that former members of the Board of Directors for the Association breached their fiduciary duty to the Association by intentionally creating circumstances that have rendered the Association's present Board of Directors incapable of curing the myriad of issues created by the prior Board of Director's mismanagement of the Association.
36. At present, there are nine (9) separate lawsuits pending against the Association and "Peter Patel", a former member of the Association's Board of Directors, who is believed to be the primary individual operating the units owned by the Federated Foundation Trust.
37. It is believed that "Peter Patel" is not this individual's actual name, but rather a fictitious name used within the Association. It is believed that Peter Patel is a fictitious name utilized by an individual named Piyush Viradia. Piyush Viradi also known as Peter Patel shall be referred to as "Patel".
38. When multiple lawsuits were filed against the Association and Patel individually, stemming from the Association's failure to maintain the common elements, Patel resigned from the Association's Board of Directors.

39. However, before Patel resigned from the Board of Directors, Mr. Patel executed a Commercial Lease Agreement on behalf of the Association with EQS Management LLC for the rental of an area of the Association's Clubhouse for a base rent of \$450.00 per year for a term of five (5) years, It is believed that the sole function of EQS Management LLC is to manage the rental of units within the Association that are owned by Federated Foundation Trust. A true and correct copy of the Commercial Lease Agreement between the Association and EQS Management LLC is attached hereto as Exhibit "J."
40. The execution of the Commercial Lease Agreement by Patel, on behalf of the Association to EQS Management LLC was improper, as Section 19.13 of the Association's Declaration expressly states "[t]he Association may acquire, convey, lease or mortgage Association real property upon the approval of fifty (50%) percent of the total voting interests in the Association." No duly noticed meeting of the membership was ever held wherein at least fifty percent (50%) of the membership voted in favor of the execution of the Commercial Lease Agreement with EQS Management LLC.
41. The Association is unable to obtain Directors and Officers Liability insurance for the current members of the Board of Directors, nor can the Association secure a loan to fund the required repairs.
42. Due to the overall poor condition of the buildings located within the Association, as well as the multitude of lawsuits that have been filed against the Association due to the actions and inactions of prior members of the Association's Board of Directors.
43. The Board of Directors unanimously approves the appointment of a receiver as it is in the best interests of the Association and the Board of Directors authorizes the undersigned to file this petition for appointment of a receiver on behalf of the Association.



## **COUNT I – FOR APPOINTMENT OF RECEIVER**

44. Petitioner repeats and realleges each allegation contained within paragraphs 1 through 43 above as though more fully set forth herein.
45. This Honorable Court has broad equitable authority and the inherent right to appoint a Receiver herein, and the Court's power of appointment is within the sound discretion of the Court based upon the facts and circumstances detailed herein.
46. In addition to the above, Section 718.117(7)(a), Florida Statutes, provides that when the Board of Directors fail to act or are unable or refuse to act, the Court has the authority to appoint a Receiver for the Association to properly manage and operate the affairs of the Association in accordance with the requirements set forth in the governing documents for the Association, all for the protection of the members' property and their rights therein.
47. The Association seeks this remedy not for its own benefit but to prevent a financial collapse of the entire Association, to protect the safety and welfare of the Association as a whole, its unit owners, lenders, and occupants of the condominium units.
48. Based on the circumstances set forth herein, and the inability of the Board of Directors of the Association to operate and manage the affairs of the Association and Florida Statutes due to the actions of former members of the Association's Board of Directors, this Court is authorized to, and the Association respectfully requests that the Court appoint a Receiver for the Association to perform as follows:
  - a. to act in place of the Board of Directors and Officers of the Association and operate and manage the affairs of the Association in accordance with the provisions contained within the Association's Declaration, By-Laws, Articles of

Incorporation, and Rules and Regulations as they may be amended from time to time (the “Governing Documents”);

- b. review, take possession and manage all banking and financial accounts of the Association and to do what is necessary to evaluate and ascertain the financial health of the Association;
- c. Prepare and produce annual and/or amended budgets for the operation of the Association;
- d. Conduct and hold all necessary and required elections and meetings;
- e. to ascertain, review and obtain all necessary information as to all contracts between the Association and vendors, third parties and any other entity performing services for the Association, with the ability to terminate same if the Receiver deems such termination in the best interests of the Association;
- f. inspect, review and take any and all actions, make any repairs and/or improvements, perform necessary and required maintenance and upkeep, and preserve all common areas of the Association;
- g. review and take all needed action to enforce the Governing Documents of the Association;
- h. to solicit and hire any professional persons, companies or entities as necessary for the operation for the operation of the Association and investigation of alleged theft or other criminal or civil matters;  
  
to evaluate, prepare, and negotiate options for future association and condominium buildings, including but not limited to determining whether to terminate the condominium form of ownership and/or sell units/land for new development;

- i. provide a report to the Court on a periodic basis of efforts expended, work to be done and work still needed to be done for the benefit of the Association; and
  - j. Exercise any and all powers and duties set forth in the Association's Governing Documents in addition to Chapters 617 and 718, Florida Statutes, respectively on behalf of the Association.
49. Petitioner respectfully submits and proffers that this Honorable Court appoint Daniel J. Stermer, Esq., Managing Director of Development Specialists, Inc., who has been appointed by State Courts as a Court-appointed fiduciary, including, but not limited to acting as a receiver, trustee, and assignee for the benefit of creditors, in carrying out all aspects of their duties and responsibilities. A true and correct copy of Mr. Stermer's CV setting forth his qualifications to serve as Receiver is attached hereto as **Exhibit "K."**
50. Petitioner request's that the Court provide that the services of the Receiver continue as long as it is in the best interests of the Association, and at a minimum until a properly noticed, fair and proper election of the Board of Directors of the Association is conducted or upon the issuance of an Order from the Court determining that the Receiver is no longer necessary.

WHEREFORE, Petitioner, HERON POND CONDOMINIUM ASSOCIATION, INC., respectfully requests that this Court appoint a Receiver to perform the functions and for the purposes set forth herein and for such other and further relief that this Court deems just and proper.

**VERIFICATION**

Pursuant to §92.525, Fla. Stat., and under penalties of perjury, I declare that I have read the foregoing Verified Petition for Appointment of a Receiver and that the facts stated in it are true to the best of my knowledge and belief.

*James Rhodes*

James Rhodes, President of Heron Pond Condominium Association, Inc.

STATE OF FLORIDA )

: ss

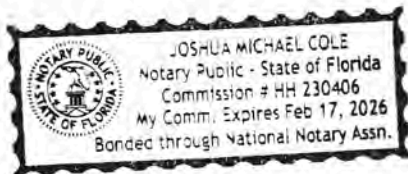
COUNTY OF BROWARD )

The foregoing instrument was acknowledged, sworn to, and subscribed, by means of  physical appearance or  online notarization, before me this 15<sup>th</sup> day of April, 2024, by James Rhodes, President of Heron Pond Condominium Association, Inc., who is personally known to me, or has produced FL Drivers license as identification, and who did take an oath.

Name: *[Signature]*  
Notary Public, State of Florida

Florida

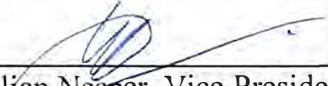
(Affix seal here)



Commission No.: HH230406  
Expiration: 2/17/2026


**VERIFICATION**

Pursuant to §92.525, Fla. Stat., and under penalties of perjury, I declare that I have read the foregoing Verified Petition for Appointment of a Receiver and that the facts stated in it are true to the best of my knowledge and belief.

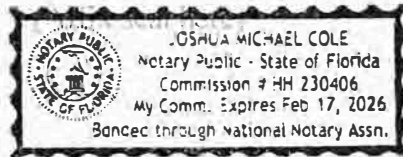
  
\_\_\_\_\_  
Lilian Nesper, Vice President of Heron Pond  
Condominium Association, Inc.

STATE OF FLORIDA                    )  
  : ss  
COUNTY OF BROWARD            )

The foregoing instrument was acknowledged, sworn to, and subscribed, by means of  physical appearance or  online notarization, before me this 15<sup>th</sup> day of April, 2024, by Lilian Nesper, Vice President of Heron Pond Condominium Association, Inc., who is personally known to me, or has produced FL Drivers license as identification, and who did take an oath.

Name:   
\_\_\_\_\_  
Notary Public, State of Florida

Florida



Commission No.: HH230406  
Expiration: 2/17/2026

Dated: April 16, 2024

EISINGER LAW  
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[krodriguez@eisingerlaw.com](mailto:krodriguez@eisingerlaw.com)

By: /s/ Alex Alonso  
ALEJANDRO "ALEX" ALONSO II, ESQ.  
Florida Bar No.: 89625  
ALESSANDRA STIVELMAN, ESQ.  
Florida Bar No.: 60084

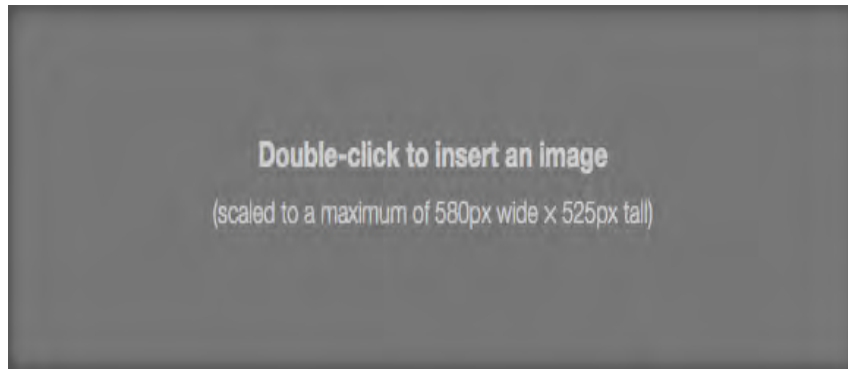
# HERON POND CONDOMINIUM

EXHIBIT "A" WAS FILED UNDER A SEPARATE FILING  
\*\*\*\*\*DUE TO SIZE\*\*\*\*\*

Heron Pond  
Condominium

153

EXHIBIT "A"



## Heron Pond Condominiums

**Pembroke Pines, FL** (August 14, 2023) -- In the interest of public safety and full compliance with Florida Building and Fire & Life Safety Codes, the City of Pembroke Pines has issued an Order to the unit owners of Heron Pond Condominium buildings 3 and 10 to evacuate occupants from the structures no later than August 24, 2023. The City's Fire and Building Officials consider Buildings 3 and 10 to be unsafe structures under Florida law and have posted a 10 day notice.

The City has given the condominium owners of these specific buildings ample time and opportunity to come into compliance with the City's requested corrective measures to ensure the life, health and safety of the Heron Pond residential community. To date, minimal, unsatisfactory actions have been taken by the unit owners to address the life, health and safety issues expressed by the City of Pembroke Pines and cited under Florida's Building and Fire regulations.

The Unsafe Structure designation of the buildings and Order to evacuate each unit are being made pursuant to the following sections of the Florida Building Code, and the Florida Fire Prevention Code, which includes Florida Statutes, Broward County Local Amendments, and NFPA 1.

- **Florida Statute 633.228 Violations; orders to cease and desist, correct hazardous conditions, preclude occupancy, or vacate; enforcement; penalties.**
  - (1) If it is determined by the department that a violation specified in this subsection exists, the State Fire Marshal or her or his deputy may issue and deliver to the person committing the violation an order to cease and desist from such violation, to correct any hazardous condition, to preclude occupancy of the affected building or structure, or to vacate the premises of the affected building or structure. Such violations are:
    - (a) Except as set forth in paragraph (b), a violation of any provision of this chapter, of any rule adopted pursuant thereto, of any applicable uniform fire safety standard adopted pursuant to s. 633.206, which is not adequately addressed by any alternative requirements adopted on a local level, or of any minimum fire safety standard adopted pursuant to s. 394.879.
    - (b) A substantial violation of an applicable minimum fire safety standard adopted pursuant to s. 633.208, which is not reasonably addressed by any alternative requirement imposed at the local level, or an unreasonable

interpretation of an applicable minimum fire safety standard, and which violation or interpretation clearly constitutes a danger to life safety.

- **(c) A building or structure which is in a dilapidated condition and, as a result thereof, creates a danger to life, safety, or property.**
  
- **Broward County Amendments to the Florida Fire Prevention Code: F-103.2.9** Orders To Eliminate Dangerous Or Hazardous Conditions: Whenever the Fire Chief or their duly authorized representative shall find in any building or upon any premises, dangerous or hazardous conditions or materials, including, but not limited to violations of the requirements encompassed in Chapter 633, Florida Statutes, or the following Paragraphs they shall order such violations and dangerous conditions or materials removed or remedied.
  
- Additionally, as per **NFPA 1, Section 10.1.4.1** - Where structural elements have visible damage, the Authority Having Jurisdiction (AHJ) shall be permitted to require a technical analysis prepared in accordance with Section 1.15 to determine if repairs are necessary to restore structural integrity.
  - The owner, operator, or occupant of a building that is deemed unsafe by the AHJ shall abate, through corrective action approved by the AHJ, the condition causing the building to be unsafe either by repair, rehabilitation, demolition, or other corrective action approved by the AHJ (NFPA 1:10.2.4).

Please also note: **Section 116** Florida Building Code Broward County Amendments

**Posting to Building #3**

[<https://www.ppines.com/DocumentCenter/View/18980/Heron-Pond-Bldg3-Unsafe-Structure-Notification>]

**Posting to Building #10**

[<https://www.ppines.com/DocumentCenter/View/18981/Heron-Pond-Bldg10-Unsafe-Structure-Notification>]


The City understands residents and renters of units at these specific buildings will be impacted by this public safety action and encourage all to address the situation directly with their land lord/owner.

Media seeking information may reach Marianne Wohlert 954-392-2076.

# # #

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City Hall 601 City Center Way, Pembroke Pines, FL 33025







# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



**By Order Of**

**Steve Pizzillo, CBO, Building Official**

**Daniel Almaguer, FCO, Fire Marshal**

**August 14, 2023**

**Heron Pond Condominiums – Building 3**

**164 SW 83 Way**



**THIS UNIT SHALL BE VACATED BY AUGUST 24, 2023**

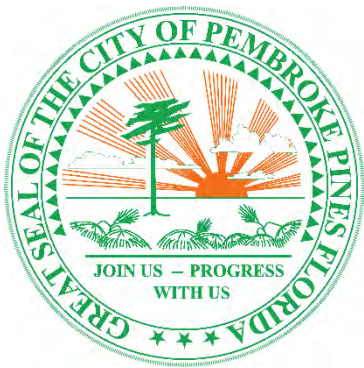
**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

**COMPOSITE EXHIBIT "C"**

# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



**By Order Of**

**Steve Pizzillo, CBO, Building Official**

**Daniel Almaguer, FCO, Fire Marshal**

**August 14, 2023**

**Heron Pond Condominiums – Building 10**

**8375 SW 5 Street**



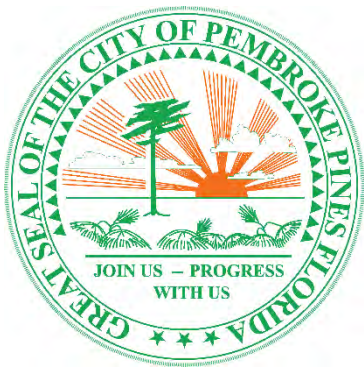
**THIS UNIT SHALL BE VACATED BY AUGUST 24, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

August 16, 2023

**Heron Pond Condominiums – Building 2**

**100 SW 83 Way**



**THIS UNIT SHALL BE VACATED BY AUGUST 26, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

**EXHIBIT "D"**

# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



**By Order Of**

**Steve Pizzillo, CBO, Building Official**

**Daniel Almaguer, FCO, Fire Marshal**

**September 2, 2023**

**Heron Pond Condominiums – Building 5**

**292 SW 83 Way**



**THIS UNIT SHALL BE VACATED BY SEPTEMBER 12, 2023**

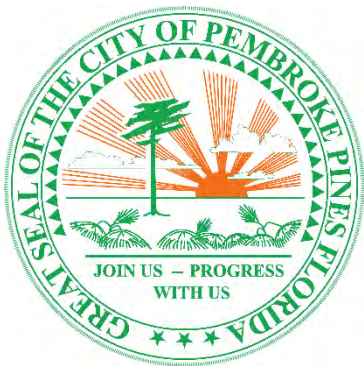
**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

**COMPOSITE EXHIBIT "E"**

# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



**By Order Of**

**Steve Pizzillo, CBO, Building Official**

**Daniel Almaguer, FCO, Fire Marshal**

**September 2, 2023**

**Heron Pond Condominiums – Building 14**

**401 SW 85 Way**



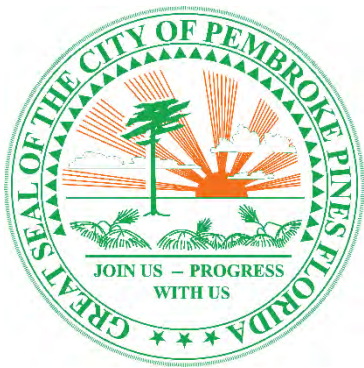
**THIS UNIT SHALL BE VACATED BY SEPTEMBER 12, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



**By Order Of**

**Steve Pizzillo, CBO, Building Official**

**Daniel Almaguer, FCO, Fire Marshal**

**September 2, 2023**

**Heron Pond Condominiums – Building 16**

**8340 SW 3 Court**



**THIS UNIT SHALL BE VACATED BY SEPTEMBER 12, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 12, 2023

**Heron Pond Condominiums – Building 9**

**Unit # 106, 107, 206, & 207**

**8343 SW 5 Street**



**THIS UNIT SHALL BE VACATED BY OCTOBER 22, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

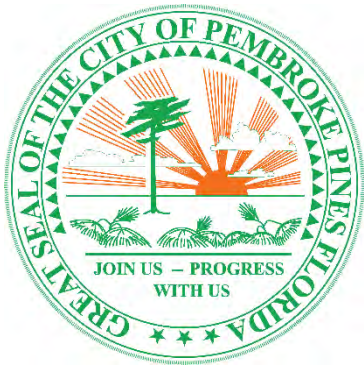
**COMPOSITE EXHIBIT "F"**



# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 12, 2023

**Heron Pond Condominiums – Building 11**

**Unit # 102, 104, 107, 202, 204, & 207**

**8407 SW 5 Street**



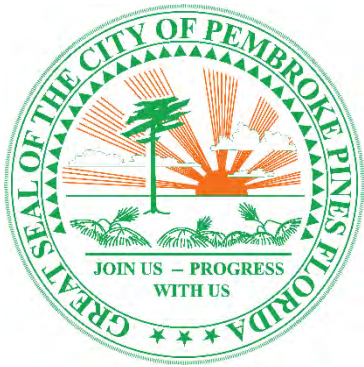
**THIS UNIT SHALL BE VACATED BY OCTOBER 22, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 12, 2023

**Heron Pond Condominiums – Building 12**

**Unit # 101 & 201**

**8439 SW 5 Street**



**THIS UNIT SHALL BE VACATED BY OCTOBER 22, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 25, 2023

**Heron Pond Condominiums – Building 4**

**Unit # 104, 105, 108, 204, 205 & 208**

**228 SW 83 Way**



**THIS UNIT SHALL BE VACATED BY November 04, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

COMPOSITE EXHIBIT "G"

# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 25, 2023

**Heron Pond Condominiums – Building 13**

**Unit # 107 & 207**

**8471 SW 5 Street**



**THIS UNIT SHALL BE VACATED BY November 04, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 25, 2023

**Heron Pond Condominiums – Building 18**

**Unit # 102 & 202**

**241 SW 84 Avenue**



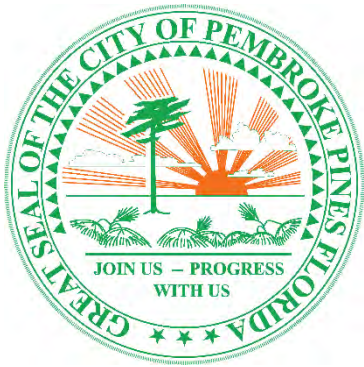
**THIS UNIT SHALL BE VACATED BY November 04, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 31, 2023

**Heron Pond Condominiums – Building 17**

**Unit # 101, 108, 201, & 208**

**321 SW 84<sup>th</sup> Avenue**



**THIS UNIT SHALL BE VACATED BY November 10, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

**EXHIBIT "H"**



# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

8320 SW 1 St., BLDG 01

PEMBROKE PINES, FL 33025



2021.10.2

0 15:32:02

-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE, ON. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

**COMPOSITE EXHIBIT "I"**

**Monday, October 11, 2021**

Heron Pond Condominium  
Mr. Deepak Khosa  
8400 SW 1st St  
Pembroke Pines, FL 33025  
deepak@atlanticnowfl.com; 561.596.0563

**RE:** Structural Assessment Report with respect to the property located at:  
Final Report  
8320 SW 1 St  
Pembroke Pines, FL 33025

**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 1. ACE visited the property and conducted the assessment on September 23, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

This Structural Assessment Report presents a property background, condition summary, a discussion, and recommendations regarding the site visit conducted on September 23, 2021. Heron Pond Condominium contacted ACE to perform a survey of the existing building condition and make recommendations regarding the structural integrity of the building. This report includes the condition of the roof framing, wall framing, exterior sheathing, and cladding. The assessment was primarily visual consisting of a walk-through of the property and destructive inspection of the drywall within the interiors. The existing conditions were illustrated within the photograph documentations. Residents and/or personnel with knowledge of the building were interviewed when possible.



## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings community. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face North. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design and covered with asphalt shingles. The stairway was metal framed with concrete steps.

## Condition Summary

The entire building, excluding the metal staircase and foundation, was built with wood framing components. At the time of ACE's site visit, the condition of the building was observed to be poor. Wood studs, joists, and sheathing were significantly compromised by the ongoing long term moisture exposure and infestation of the termites. The moisture exposure occurred due to the cracks and openings that were created by failed stucco and paint. The roof trusses were observed to be infested with termites and as a result depicted isolated structural damages. The overall condition was observed to be fair. Some second-floor units stored household items within the attic space which is a Building Code violation and a fire hazard.

## Discussion

Due to the type of construction which consists of only utilizing wood materials, the building should have required special maintenance to avoid any possible moisture intrusion into the structural components. In addition, termites inspection and treatment must have been performed routinely. However, ACE observed that this building was not maintained properly and as a result multiple assessed structural components depicted moisture deterioration and termites damages. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

Residents of several first-floor units reported multiple previous plumbing or a/c leaks underneath bathrooms and air handler closets of the second-floor units. In addition, at the time of this assessment, unit 101 Building 10 wood floor framing was exposed throughout the unit. The wood framing in the bathrooms was noted to be moisture deteriorated and structurally

compromised. Therefore, the ceiling drywall in all remaining units in the bathrooms and a/c closets on the first floor must be exposed and all moisture damaged wood framing, including flat wood trussed and plywood, must be repaired.

### Shoring

Wood column supporting the second-floor balcony (Photograph 12) was found to be in poor condition compromising the safety of the residents. Temporarily shoring system must be installed in accordance with plans and specifications. Not included as part of this report.

### Weather Protection

No immediate weather protection required.

### Recommendations

1. Temporarily shoring system in accordance with the plans and specifications must be installed immediately to support deteriorated column supporting a second-floor balcony (Photograph 12).
2. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
3. The areas showing deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
4. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
5. The insulation within the attic space must be vacuumed and all bottom chords of roof trusses must be inspected and repaired if found structurally damaged.
6. All household items stored in the attic space are a fire hazard and must be removed.
7. All staircases must be cleaned from corrosion, welded as needed, and painted. All cracked concrete steps must be replaced.
8. All trees and shrubs along the perimeter of the building must be removed along with its roots. The finish grade must be restored and compacted sloping away from the exterior wall in accordance with Florida building Code Section 1804.4.
9. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persist, the building must be treated again.

### Note:

All work must be performed in accordance with the plans and specifications prepared by a professional engineer in accordance with Florida Building Code and approved by the local Building Department. ACE is recommending a special inspector to inspect and evaluate the work in progress.

Selected Photographs



**Photograph 1: Building elevation**



**Photograph 2: Building elevation**



**Photograph 3: Unit 103**



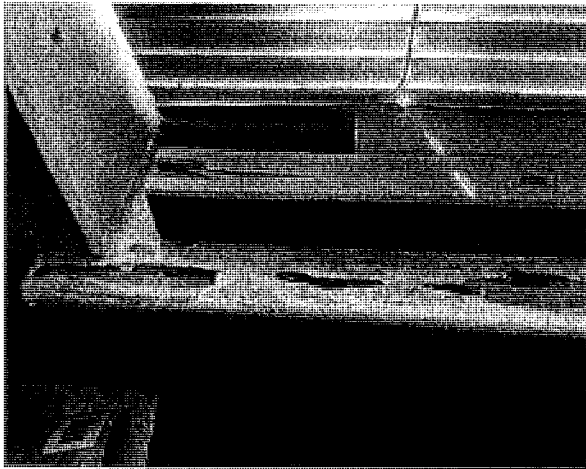
**Photograph 4: Unit 105**



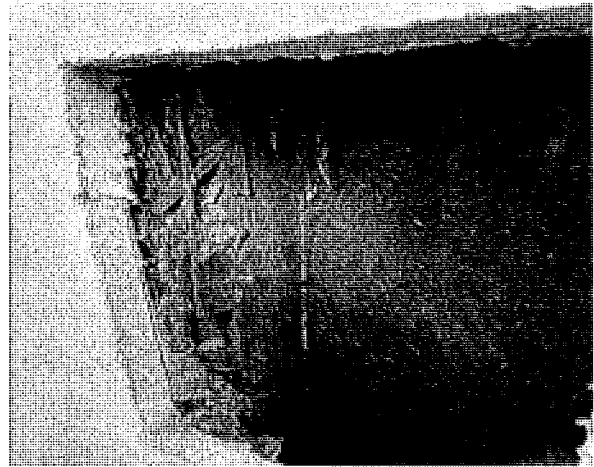
**Photograph 5: Unit 203**



**Photograph 6: Unit 204**



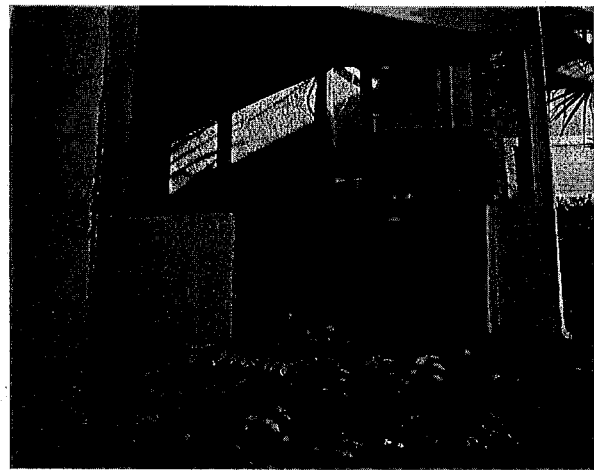
**Photograph 7: Unit 206**



**Photograph 8: Unit 208**



**Photograph 9: Tree roots growing under foundation and soil washout**



**Photograph 10: Exterior wall cracking**



**Photograph 11: Opening in the exterior wall**



**Photograph 12: Opening in the exterior wall. Shoring required**



**Photograph 13: Unit 208. Termites infestation**



**Photograph 14: Unit 206. Termites infestation**

## Report Limits

This document was prepared for the exclusive use of Heron Pond Condominium and was not intended for any other purpose. The observations, opinions, and conclusions conveyed herein have been arrived at within a reasonable degree of certainty using conservative Engineering judgement, based upon information available at the time of document preparation. The site assessment performed on September 23, 2021 and was primarily a visual evaluation. Areas obscured from view such as ceiling, wall, and floor cavities or other inaccessible areas were not examined. Please note that ACE reserves the right to revise the observations and opinions above as conditions change or additional information becomes available. This document was prepared for our client's use and ACE disavows any liability for use by others.

If you have any questions or require additional information, please do not hesitate to contact this office at (954) 292-7314.

Sincerely,

**Akouri Consulting Engineers**

**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062



# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

228 SW 83 WAY BLDG. 4  
PEMBROKE PINES, FL 33025



2021.10.2  
0 15:36:46  
-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE, ON  
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

Tuesday, October 12, 2021

Heron Pond Condominium  
Mr. Deepak Khosa  
8320 SW 1 St  
Pembroke Pines, FL 33025  
deepak@atlanticnowfl.com; 561.596.0563

**RE:** Structural Assessment Report with respect to the property located at:  
Final Report  
228 SW 83 Way  
Pembroke Pines, FL 33025

**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 4. ACE visited the property and conducted the assessment on September 29, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

This Structural Assessment Report presents a property background, condition summary, a discussion, and recommendations regarding the site visit conducted on September 29, 2021. Heron Pond Condominium contacted ACE to perform a survey of the existing building condition and make recommendations regarding the structural integrity of the building. This report includes the condition of the roof framing, wall framing, exterior sheathing, and cladding. The assessment was primarily visual consisting of a walk-through of the property and destructive inspection of the drywall within the interiors. The existing conditions were illustrated within the photograph documentations. Residents and/or personnel with knowledge of the building were interviewed when possible.

## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings community. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face East. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design and covered with asphalt shingles. The stairway was metal framed with concrete steps.

## Condition Summary

The entire building, excluding the metal staircase and foundation, was built with wood framing components. At the time of ACE's site visit, the condition of the building was observed to be poor. Wood studs, joists, and sheathing were significantly compromised by the ongoing long term moisture exposure and infestation of the termites. The moisture exposure occurred due to the cracks and openings that were created by failed stucco and paint. The roof trusses were observed to be infested with termites and as a result depicted isolated structural damages. The overall condition was observed to be fair. Some second-floor units stored household items within the attic space which is a Building Code violation and a fire hazard.

## Discussion

Due to the type of construction which consists of only utilizing wood materials, the building should have required special maintenance protocol to avoid any possible moisture intrusion into the structural components. In addition, termites inspection and treatment must have been performed routinely. However, ACE observed that this building was not maintained properly and as a result multiple assessed structural components depicted moisture deterioration and termites damages. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

Residents of several first-floor units reported multiple previous plumbing or a/c leaks underneath bathrooms and air handler closets of the second-floor units. In addition, at the time of this assessment, unit 101 Building 10 wood floor framing was exposed throughout the unit. The wood framing in the bathrooms was noted to be moisture deteriorated and structurally



compromised. Therefore, the ceiling drywall in all remaining units in the bathrooms and a/c closets on the first floor must be exposed and all moisture damaged wood framing, including flat wood trussed and plywood, must be repaired.

#### Shoring

No immediate shoring is required for this building.

#### Weather Protection

No immediate weather protection required.

### Recommendations

1. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
2. The areas showing deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
3. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
4. The insulation within the attic space must be vacuumed and all bottom chords of roof trusses must be inspected and repaired if found structurally damaged.
5. All household items stored in the attic space are a fire hazard and must be removed.
6. All staircases must be cleaned from corrosion, welded as needed, and painted. All cracked concrete steps must be replaced.
7. All trees and shrubs along the perimeter of the building must be removed along with its roots. The finish grade must be restored and compacted sloping away from the exterior wall in accordance with Florida building Code Section 1804.4.
8. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persist, the building must be treated again.

#### Note:

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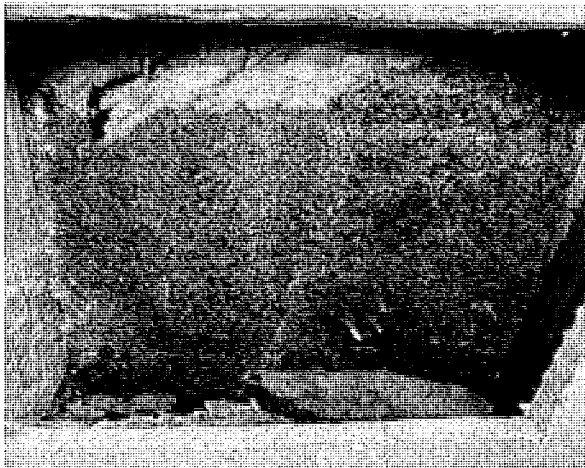
Selected Photographs



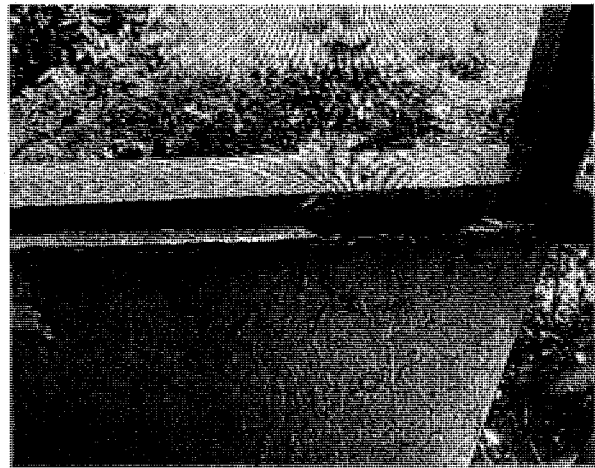
**Photograph 1: Building elevation**



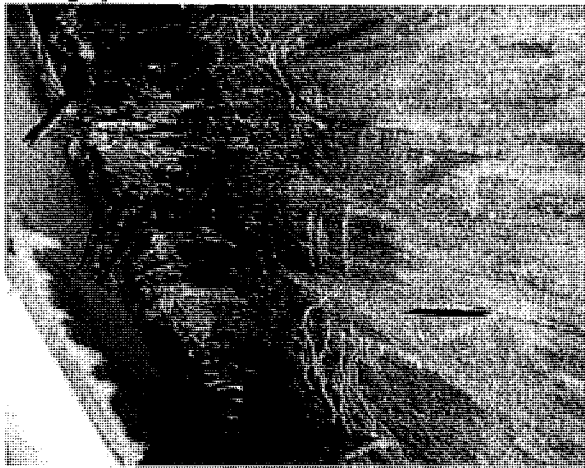
**Photograph 2: Building elevation**



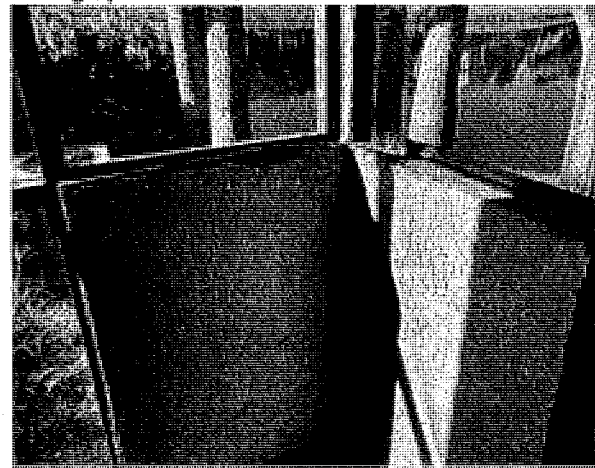
**Photograph 3: Unit 101**



**Photograph 4: Unit 103**



**Photograph 5: Unit 105**



**Photograph 6: Unit 108**



**Photograph 7: Unit 202**



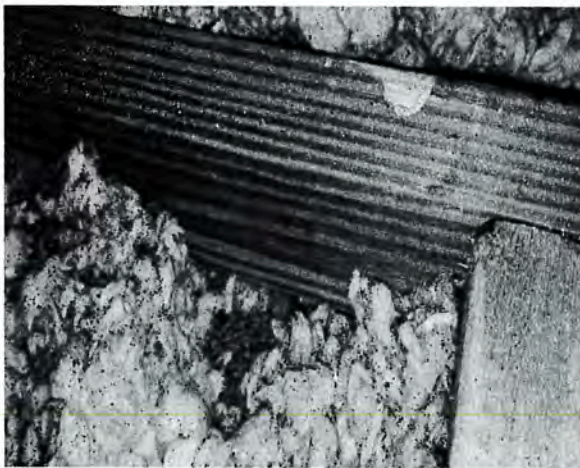
**Photograph 8: Unit 203**



**Photograph 9: Unit 201. Termites infestation**



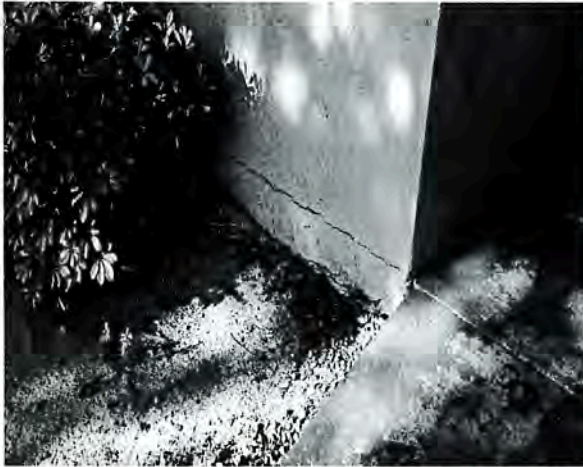
**Photograph 10: Unit 202. Isolated damage to roof truss**



**Photograph 11: Unit 207. Termites infestation**



**Photograph 12: Unit 208. Termites infestation**



**Photograph 13: Soil washout and exterior wall crack**



**Photograph 14: Tree roots growing against the foundation**

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Sincerely,

**Akouri Consulting Engineers**

**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062



# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

Building 6

356 SW 83 Way

Pembroke Pines FL 33025



2021.10.2

0 15:38:55

-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE, ON  
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George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

Tuesday, October 12, 2021

Heron Pond Condominium  
Mr. Deepak Khosa  
356 SW 83 Way  
Pembroke Pines FL 33025  
deepak@atlanticnowfl.com; 561.596.0563

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Pembroke Pines FL 33025

**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

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## Condition Summary

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## Discussion

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#### Shoring

No immediate shoring is required for this building.

#### Weather Protection

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### Recommendations

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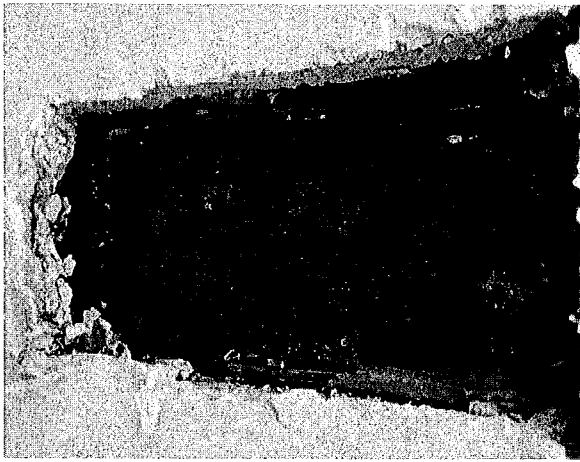
Selected Photographs



**Photograph 1: Building elevation**



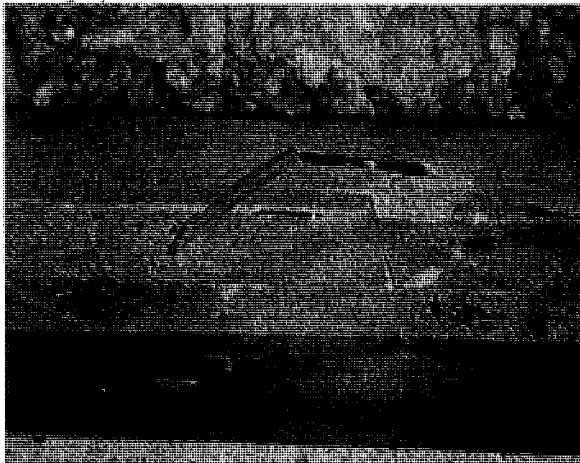
**Photograph 2: Building elevation**



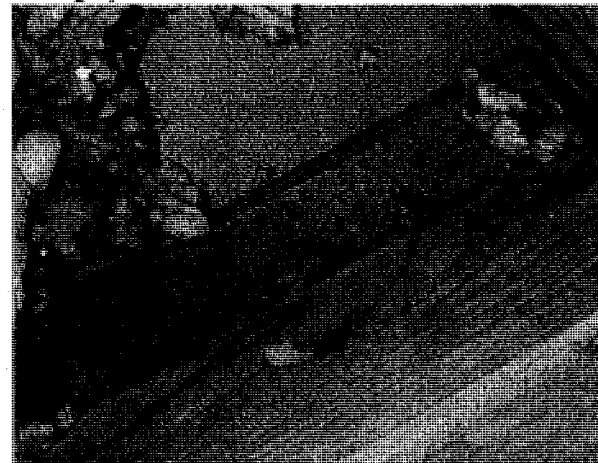
**Photograph 3: Unit 201**



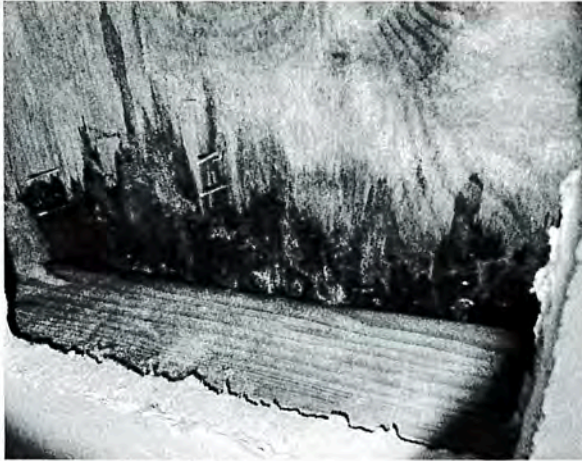
**Photograph 4: Unit 202**



**Photograph 5: Unit 202. Termite Infestation**



**Photograph 6: Termite Infestation**



**Photograph 7: Unit 204**



**Photograph 8: Unit 101**



**Photograph 9: Unit 202**



**Photograph 10: Unit 207**



**Photograph 11: Cracks on balcony ceiling Unit 104**



**Photograph 12: Exposed wire lath on Unit 204 balcony**



**Photograph 13: Exterior staircase. Spalling and cracks**



**Photograph 14: Cracks on the exterior walls**

## Report Limits

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If you have any questions or require additional information, please do not hesitate to contact this office at (954) 292-7314.

Sincerely,

**Akouri Consulting Engineers**

**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062



# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

Building 7

420 SW 83rd Way

Pembroke Pines FL 33025



2021.10.2

0 15:40:21

-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE, ON  
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

Tuesday, October 12, 2021

Heron Pond Condominium  
Mr. Deepak Khosa  
8320 SW 1 St  
Pembroke Pines, FL 33025  
deepak@atlanticnowfl.com; 561.596.0563

**RE:** Structural Assessment Report with respect to the property located at:  
420 SW 83rd Way  
Pembroke Pines FL 33025

**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 7. ACE visited the property and conducted the assessment on October 1, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

This Structural Assessment Report presents a property background, condition summary, a discussion, and recommendations regarding the site visit conducted on October 1, 2021. Heron Pond Condominium contacted ACE to perform a survey of the existing building condition and make recommendations regarding the structural integrity of the building. This report includes the condition of the roof framing, wall framing, exterior sheathing, and cladding. The assessment was primarily visual consisting of a walk-through of the property and destructive inspection of the drywall within the interiors. The existing conditions were illustrated within the photograph documentations. Residents and/or personnel with knowledge of the building were interviewed when possible.

## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings community. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face West. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design and covered with asphalt shingles. The stairway was metal framed with concrete steps.

## Condition Summary

The entire building, excluding the metal staircase and foundation, was built with wood framing components. At the time of ACE's site visit, the condition of the building was observed to be poor. Wood studs, joists, and sheathing were significantly compromised by the ongoing long term moisture exposure and infestation of the termites. The moisture exposure occurred due to the cracks and openings that were created by failed stucco and paint. The roof trusses were observed to be infested with termites and as a result depicted isolated structural damages. The overall condition was observed to be fair. Some second-floor units stored household items within the attic space which is a Building Code violation and a fire hazard.

## Discussion

Due to the type of construction which consists of only utilizing wood materials, the building should have required special maintenance protocol to avoid any possible moisture intrusion into the structural components. However, ACE observed that this building was not maintained properly and as a result multiple assessed structural components depicted moisture deterioration and termite damages. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

Residents of several first-floor units reported multiple previous plumbing or a/c leaks underneath bathrooms and air handler closets of the second-floor units. In addition, at the time of this assessment, Unit 101 Building 10 wood floor framing was exposed throughout the unit. The wood framing in the bathrooms was noted to be moisture deteriorated and structurally

compromised. Therefore, the ceiling drywall in all remaining units in the bathrooms and a/c closets on the first floor must be exposed and all moisture damaged wood framing, including flat wood trussed and plywood, must be repaired.

#### Shoring

No immediate shoring is required for this building.

#### Weather Protection

No immediate weather protection required.

### Recommendations

1. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
2. The areas showing deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
3. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
4. The insulation within the attic space must be vacuumed and all bottom chords of roof trusses must be inspected and repaired if found structurally damaged.
5. All household items stored in the attic space are a fire hazard and must be removed.
6. All staircases must be cleaned from corrosion, welded as needed, and painted. All cracked concrete steps must be replaced.
7. All trees and shrubs along the perimeter of the building must be removed along with its roots. The finish grade must be restored and compacted sloping away from the exterior wall in accordance with Florida building Code Section 1804.4.
8. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persist, the building must be treated again.

#### Note:

All work must be performed in accordance with the plans and specifications prepared by a professional engineer in accordance with Florida Building Code and approved by the local Building Department. ACE is recommending a special inspector to inspect and evaluate the work in progress.

## Selected Photographs



**Photograph 1: Building elevation**



**Photograph 2: Building elevation**



**Photograph 3: Unit 102**



**Photograph 4: Unit 102 balcony**



**Photograph 5: Unit 105 balcony**



**Photograph 6: Unit 106 Balcony**





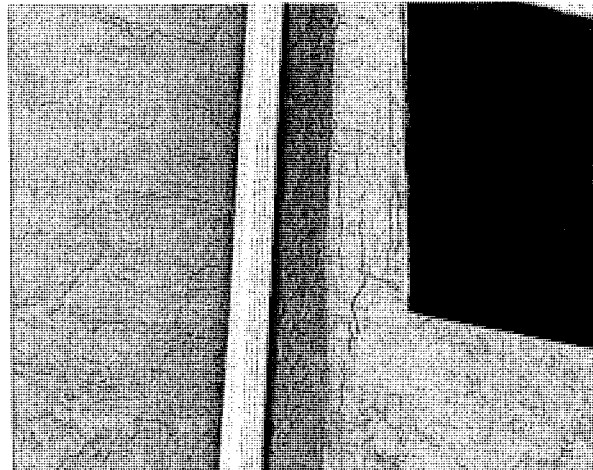
**Photograph 7: Unit 203**



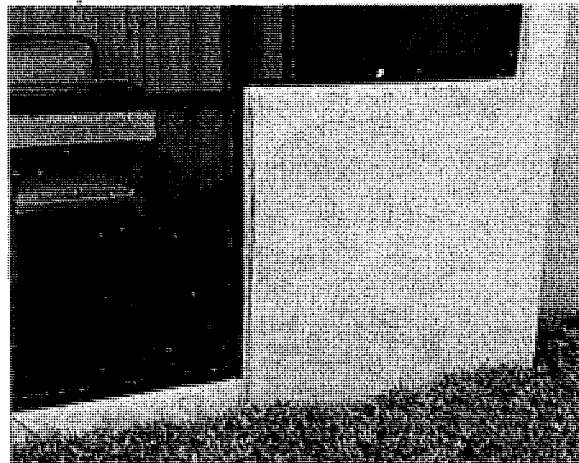
**Photograph 8: Unit 202**



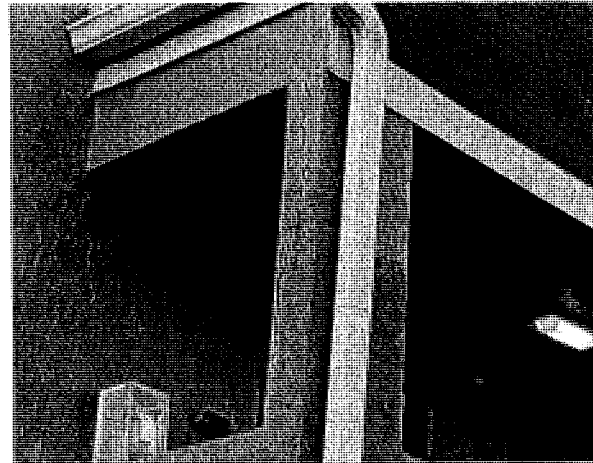
**Photograph 9: Corner crack on exterior wall near downspout**



**Photograph 10: Exterior wall cracking**



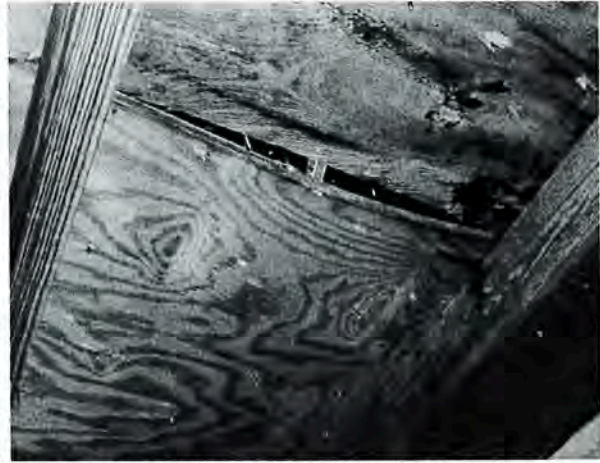
**Photograph 11: Exterior wall cracking**



**Photograph 12: Exterior wall cracking**



**Photograph 13: Unit 208. Termites infestation**



**Photograph 14: Unit 208. Opening within the attic sheathing**

## Report Limits

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If you have any questions or require additional information, please do not hesitate to contact this office at (954) 292-7314.

Sincerely,

**Akouri Consulting Engineers**

**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062



# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

8375 SW 5<sup>th</sup> ST., BLDG 10  
PEMBROKE PINES, FL 33025



**George Akouri, MSCE, PE**

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

Friday, October 8, 2021

Heron Pond Condominium  
Mr. Deepak Khosa  
8400 SW 1<sup>st</sup> ST  
Pembroke Pines, FL 33025  
deepak@atlanticnowfl.com; 561.596.0563

**RE:** Structural Assessment Report with respect to the property located at:  
Final Report  
8340 SW 3 CT  
Pembroke Pines, FL 33025

**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 10. ACE visited the property and conducted the assessment on September 13, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

This Structural Assessment Report presents a property background, condition summary, a discussion, and recommendations regarding the site visit conducted on September 13, 2021. Heron Pond Condominium contacted ACE to perform a survey of the existing building condition and make recommendations regarding the structural integrity of the building. This report includes the condition of the roof framing, wall framing, exterior sheathing, and cladding. The assessment was primarily visual consisting of a walk-through of the property and destructive inspection of the drywall within the interiors. The existing conditions were illustrated within the photograph documentations. Residents and/or personnel with knowledge of the building were interviewed when possible.

## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings community. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face Southwest. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design and covered with asphalt shingles. The stairway was metal framed with concrete steps.

## Condition Summary

The entire building, excluding the metal staircase and foundation, was built with wood framing components. At the time of ACE's site visit, the condition of the building was observed to be poor. Wood studs, joists, and sheathing were significantly compromised by the ongoing long term moisture exposure and large presence of the termites. The moisture exposure occurred due to the cracks and openings that were created by failed stucco and paint. The roof trusses, were also observed to be infested with termite, depict structural damages, and were observed in fair condition. Some second-floor units stored household items within the attic space, which is a Building Code violation and a fire hazard.

## Discussion

Due to the type of construction which consists of only utilizing wood materials, the building should have required special maintenance protocol to avoid any possible moisture intrusion into the structural components. However, ACE observed that this building was not maintained properly and as a result multiple assessed structural components depicted moisture deterioration. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

Residents of several first-floor units reported multiple previous plumbing or a/c leaks underneath bathrooms and air handler closets of the second-floor units. In addition, at the time of this assessment, unit 101 wood floor framing was exposed throughout the unit. The wood framing in the bathrooms was noted to be moisture deteriorated and structurally compromised.



Selected Photographs



**Photograph 1: Building elevation Blue Tarp required**



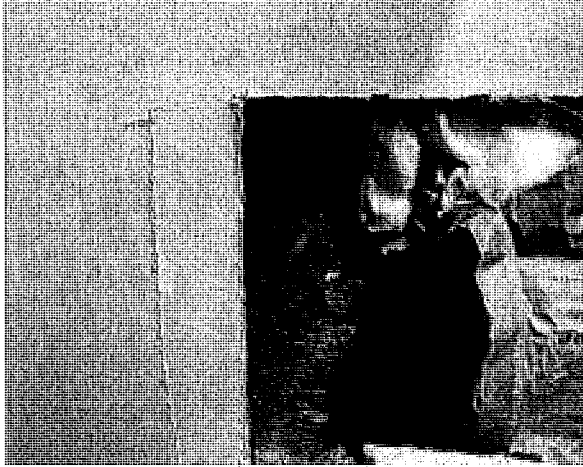
**Photograph 2: Building elevation**



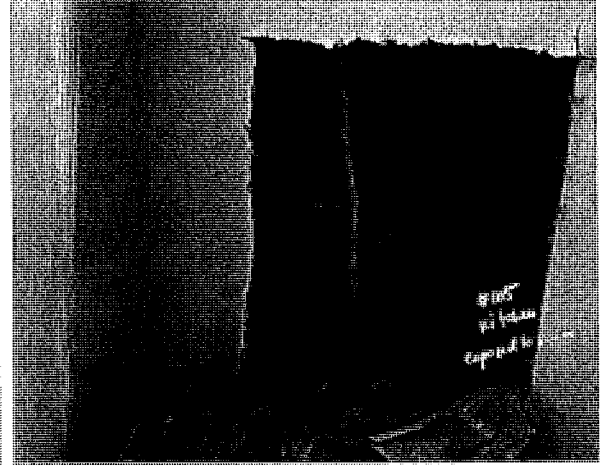
**Photograph 3: Unit 104**



**Photograph 4: Unit 104**



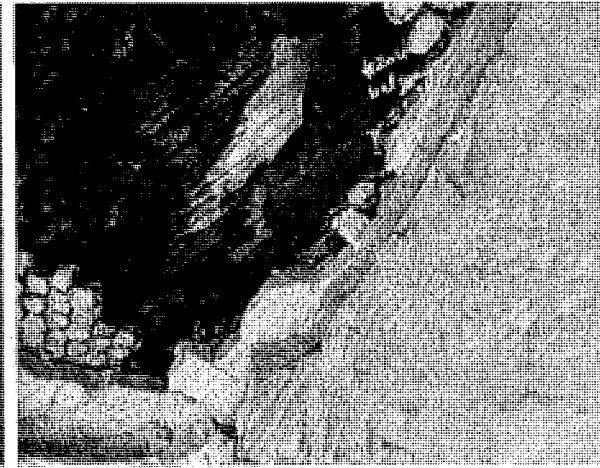
**Photograph 5: Unit 205**



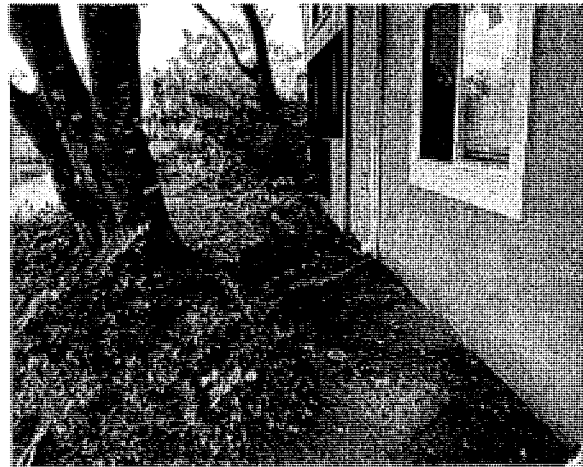
**Photograph 6: Unit 105**



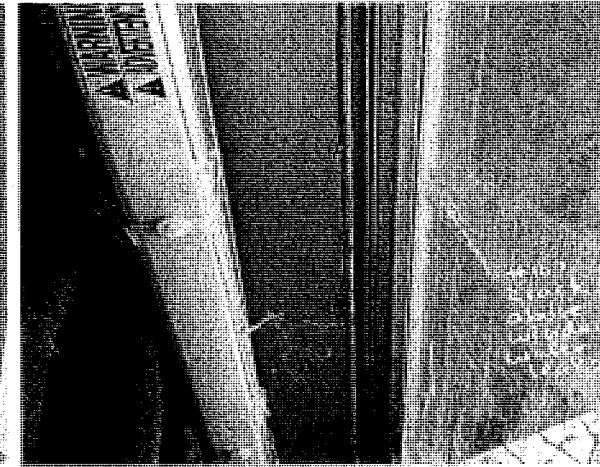
**Photograph 7: Unit 104**



**Photograph 8: Unit 204**

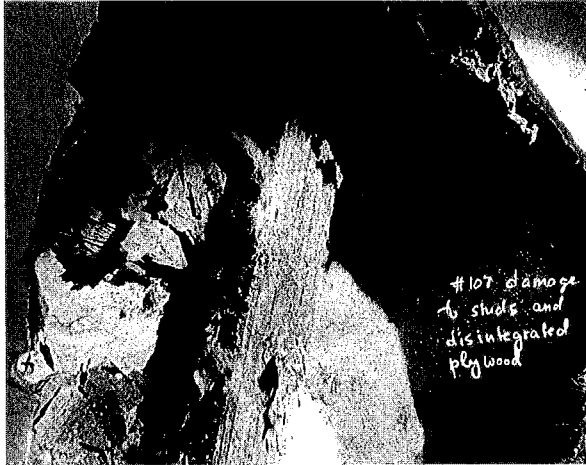


**Photograph 9: Unit 106. Vegetation overgrowth into the foundation.**

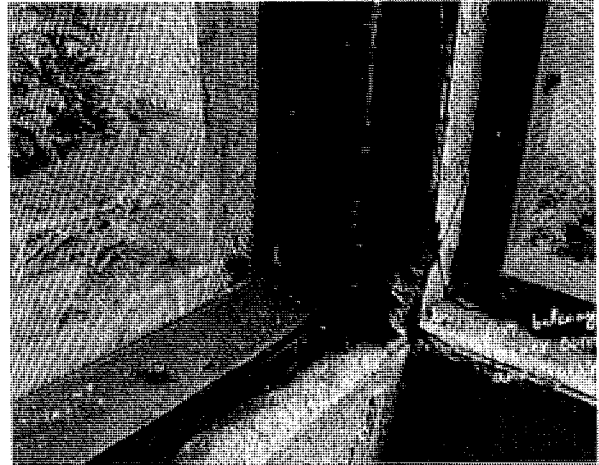


**Photograph 10: Unit 107**

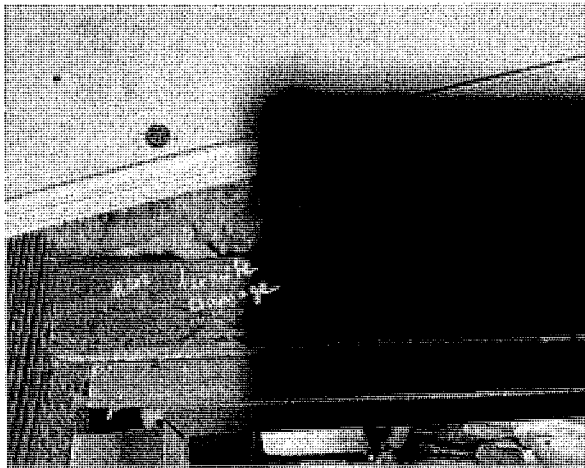




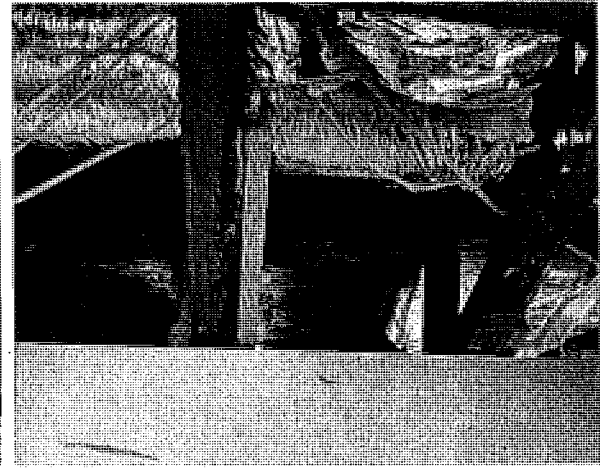
**Photograph 11: Unit 107**



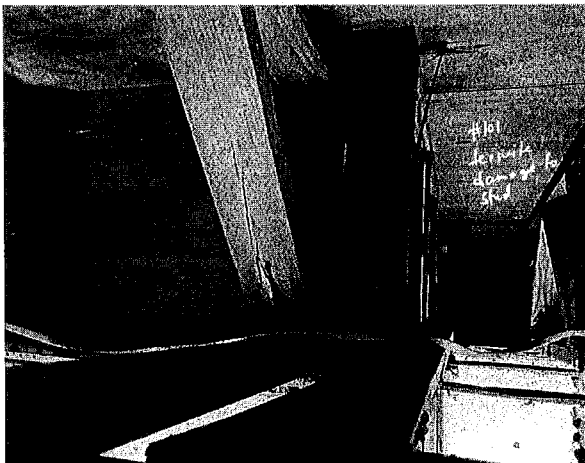
**Photograph 12: Unit 107**



**Photograph 13: Unit 202**



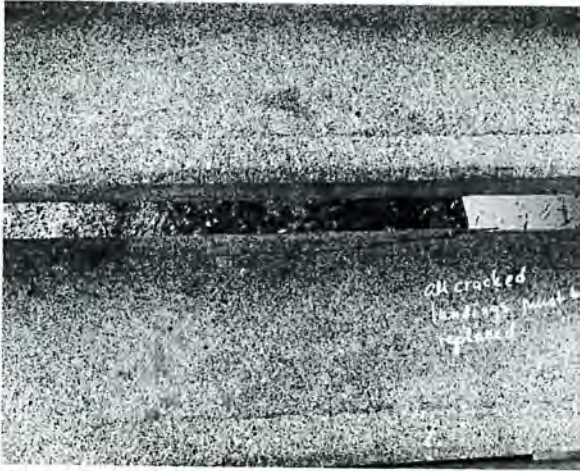
**Photograph 14: Unit 101. Moisture damaged floor framing**



**Photograph 15: Unit 101**



**Photograph 16: Unit 201**



**Photograph 17: Common staircase cracked concrete step**



**Photograph 18: Common staircase cracked concrete step**

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If you have any questions or require additional information, please do not hesitate to contact this office at (954) 292-7314.

Sincerely,

**Akouri Consulting Engineers**  
**George Akouri, MSCE, P.E.**  
 Professional Engineer PE# 0049526  
 Certified General Contractor CGC058841  
 Certified Roofing Contractor CCC1329062



# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

8407 SW 5 STREET BUILDING 11

PEMBROKE PINES FL 33025



2021.10.08

11:38:58

-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE, ON  
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

Friday, October 8, 2021

Heron Pond Condominium  
 Mr. Deepak Khosa  
 8400 SW 1<sup>st</sup> ST  
 Pembroke Pines, FL 33025  
 deepak@atlanticnowfl.com; 561.596.0563

**RE:** Structural Assessment Report with respect to the property located at:  
 Final Report  
 8407 SW 5 STREET BUILDING 11  
 PEMBROKE PINES FL 33025

**Copy:** Mr. Mauricio Romero  
 Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 11. ACE visited the property and conducted the assessment on September 14, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

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## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face South. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design covered with asphalt shingles. The stairway was metal framed with concrete steps.

## Condition Summary

The entire building excluding the metal staircase was built with wood framing components. At the time of ACE's site visit, the condition of the building was observed to be poor. Wood studs, joists, and sheathing were significantly compromised by the ongoing long term moisture exposure and large presence of the termites. The moisture exposure occurred due to the cracks and openings that were created by the failing stucco and paint. The roof trusses, even though, also observed to be infested with termites, did not depict structural damages, and were observed to be in a good shape. However, some second floor units stored household items within the attic space, which is a Building Code violation and a fire hazard.

## Discussion

Due to the type of construction consisting of only utilizing wood materials, the building required special maintenance protocol to avoid any possible moisture intrusion into the structural components. However, ACE observed that this building was not maintained properly and as a result multiple areas that were inspected depicted moisture deterioration. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

Residents of several first-floor units reported multiple previous plumbing or a/c leaks underneath bathrooms and air handler closets of the second-floor units. In addition, at the time of this assessment, unit 101 Building 10 wood floor framing was exposed throughout the unit. The wood framing in the bathrooms was noted to be moisture deteriorated and structurally

compromised. Therefore, the ceiling drywall in all remaining units in the bathrooms and a/c closets on the first floor must be exposed and all moisture damaged wood framing, including flat wood trussed and plywood, must be repaired.

### Shoring

No immediate shoring required.

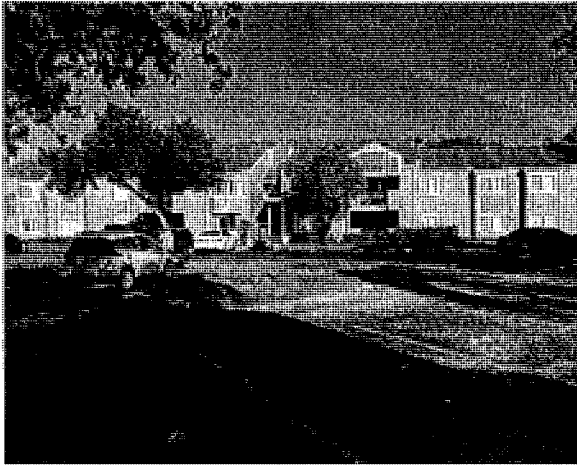
### Recommendations

1. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
2. Areas with the deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
3. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
4. The insulation within the attic space must be vacuumed and all bottom chords of roof trusses must be inspected and repaired if found structurally damaged.
5. All household items stored in the attic space are a fire hazard and must be removed.
6. All staircases must be cleaned from corrosion, welded as needed, and painted. All cracks concrete steps must be replaced.
7. All trees and shrubs along the perimeter of the building must be removed along with its roots. The finish grade must be restored and compacted sloping away from the exterior wall in accordance with Florida building Code section 1804.4.
8. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persisted, the building must be treated again.

#### Note:

All work must be performed in accordance with the plans and specifications prepared by a professional engineer in accordance with Florida Building Code and approved by the local Building Department. ACE is recommending a special inspector to inspect and evaluate the work in progress.

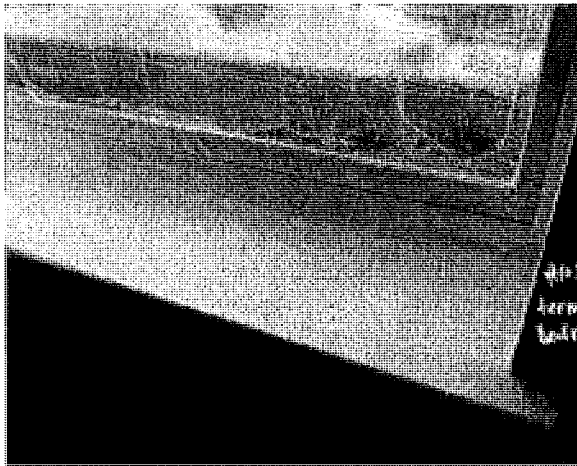
Selected Photographs



*Photograph 1: Building elevation*



*Photograph 2: Building elevation*



*Photograph 3: Unit 103. Termites droppings*



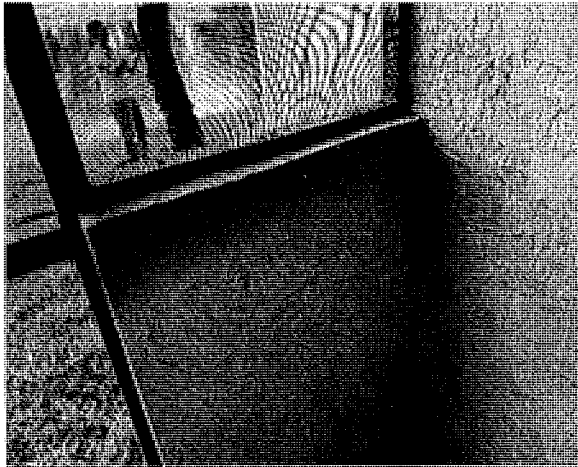
*Photograph 4: Unit 101*



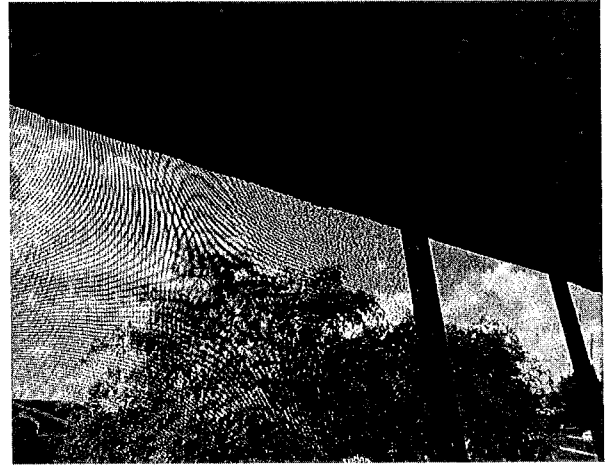
*Photograph 5: Unit 101*



*Photograph 6: Unit 105*



*Photograph 7: Unit 105*



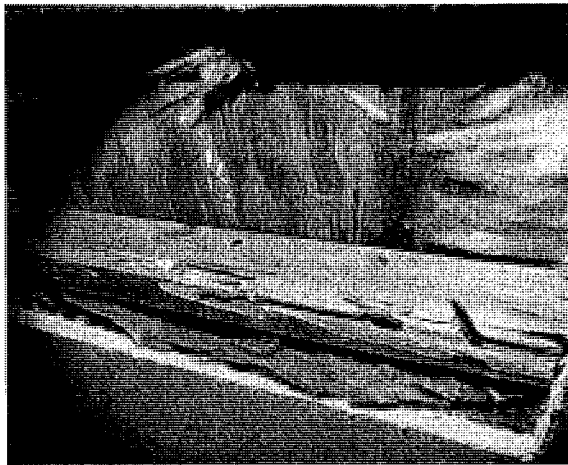
*Photograph 8: Unit 108*



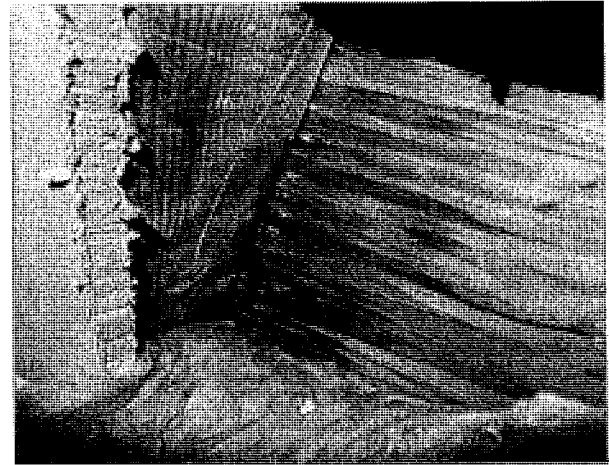
*Photograph 9: Unit 202*



*Photograph 10: Unit 204*



*Photograph 11: Unit 205. Termites Damage*



*Photograph 12: Unit 206*





**Photograph 13: Unit 106**



**Photograph 14: Common areas staircase landing and columns**

### Report Limits

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. Areas obscured from view such as ceiling, wall, and floor cavities or other inaccessible areas were not examined. Please note that ACE reserves the right to revise the observations and opinions above as conditions change or additional information becomes available. This document was prepared for our client's use and ACE disavows any liability for use by others.

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Sincerely,

**Akouri Consulting Engineers**

**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062



# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

401 SW 85 AVENUE BUILDING 14  
PEMBROKE PINES FL 33025



2021.10.0

8 11:38:18

-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE. ON Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

Friday, October 8, 2021

Heron Pond Condominium  
Mr. Deepak Khosa  
8400 SW 1<sup>st</sup> ST  
Pembroke Pines, FL 33025  
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Final Report  
401 SW 85 AVENUE BUILDING 14  
PEMBROKE PINES FL 33025

**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 14. ACE visited the property and conducted the assessment on September 20, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

This Structural Assessment Report presents a property background, condition summary, a discussion, and recommendations regarding the site visit conducted on September 20, 2021. Heron Pond Condominium contacted ACE to perform a survey of the existing building condition and make recommendations regarding the structural integrity of the building. This report includes the condition of the roof framing, wall framing, exterior sheathing, and cladding. The assessment was primarily visual, consisting of a walk-through of the property and destructive inspection of the drywall within the interiors. The existing conditions were illustrated within the photograph documentations. Residents and/or personnel with knowledge of the building were interviewed when possible.

## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face West. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design covered with asphalt shingles. The stairway was metal framed with concrete steps.

## Condition Summary

The entire building excluding the metal staircase was built with wood framing components. At the time of ACE's site visit, the condition of the building was observed to be poor. Wood studs, joists, and sheathing were significantly compromised by the ongoing long term moisture exposure and large presence of the termites. The moisture exposure occurred due to the cracks and openings that were created by the failing stucco and paint. The roof trusses, even though, also observed to be infested with termites, did not depict structural damages, and were observed to be in a good shape. Some second floor units stored household items within the attic space, which is a Building Code violation and a fire hazard.

## Evaluation and Discussion

Due to the type of construction consisting of only utilizing wood materials, the building required special maintenance protocol to avoid any possible moisture intrusion into the structural components. However, ACE observed that this building was not maintained properly and as a result multiple areas that were inspected depicted moisture deterioration. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

Residents of several first-floor units reported multiple previous plumbing or a/c leaks underneath bathrooms and air handler closets of the second-floor units. In addition, at the time of this assessment, unit 101 Building 10 wood floor framing was exposed throughout the unit.

The wood framing in the bathrooms was noted to be moisture deteriorated and structurally compromised. Therefore, the ceiling drywall in all remaining units in the bathrooms and a/c closets on the first floor must be exposed and all moisture damaged wood framing, including flat wood trussed and plywood, must be repaired.

### Shoring

No immediate shoring required.

### Recommendations

1. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
2. Areas with the deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
3. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
4. The insulation within the attic space must be vacuumed and all bottom chords of roof trusses must be inspected and repaired if found structurally damaged.
5. All household items stored in the attic space are a fire hazard and must be removed.
6. All staircases must be cleaned from corrosion, welded as needed, and painted. All cracks concrete steps must be replaced.
7. All trees and shrubs along the perimeter of the building must be remove along with its roots. The finish grade must be restored and compacted sloping away from the exterior wall in accordance with Florid building Code section 1804.4.
8. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persisted, the building must be treated again.

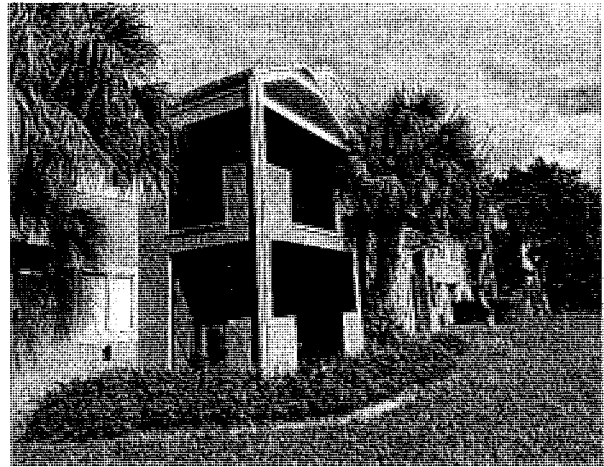
### Note:

All work must be performed in accordance with the plans and specifications prepared by a professional engineer in accordance with Florida Building Code and approved by the local Building Department. ACE is recommending a special inspector to inspect and evaluate the work in progress.

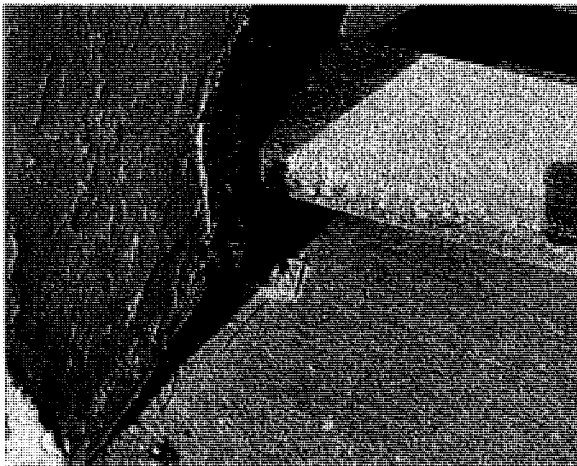
Selected Photographs



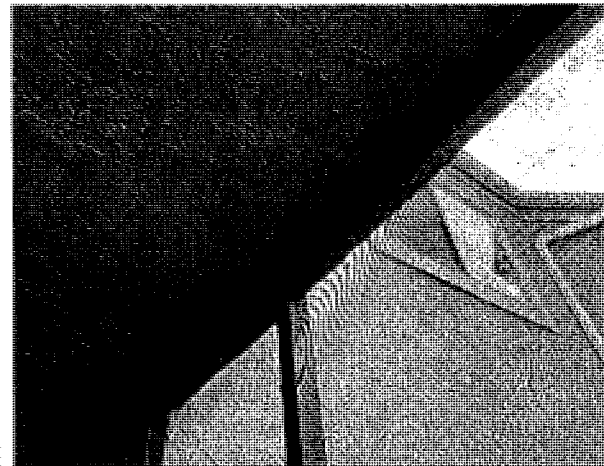
**Photograph 1: Building elevation**



**Photograph 2: Building elevation**



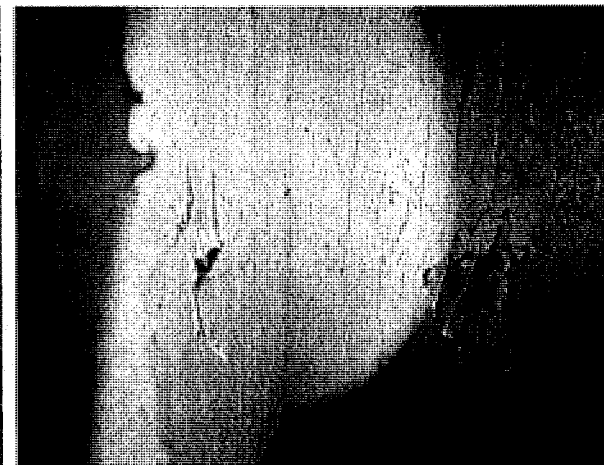
**Photograph 3: Exterior Staircase**



**Photograph 4: Unit 102**



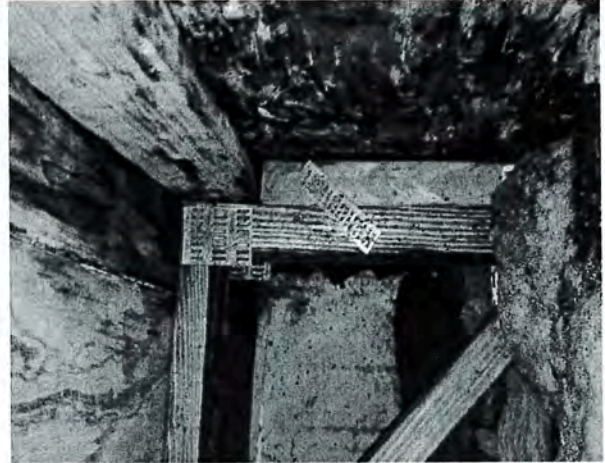
**Photograph 5: Unit 108**



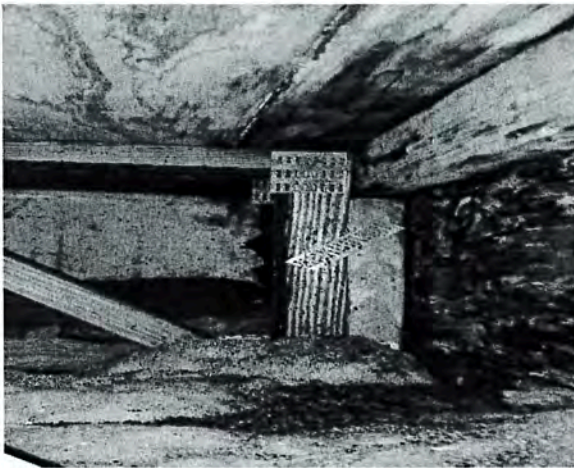
**Photograph 6: Unit 201**



**Photograph 7: Unit 205**



**Photograph 8: Unit 105**



**Photograph 9: Unit 105**



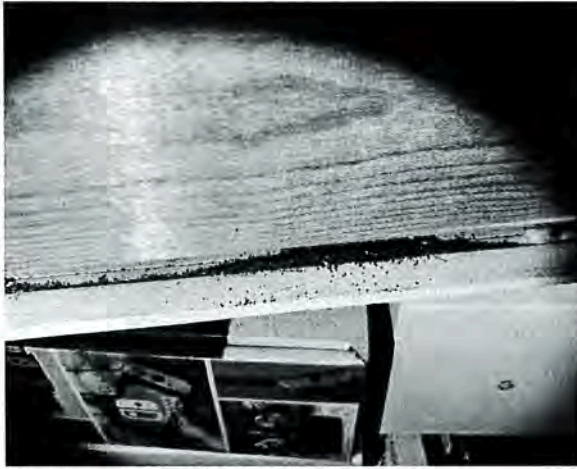
**Photograph 10: Unit 105**



**Photograph 11: Unit 205**



**Photograph 12: Unit 103**



**Photograph 13: Unit 208**



**Photograph 14: Unit 208**

## Report Limits

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. Areas obscured from view such as ceiling, wall, and floor cavities or other inaccessible areas were not examined. Please note that ACE reserves the right to revise the observations and opinions above as conditions change or additional information becomes available. This document was prepared for our client's use and ACE disavows any liability for use by others.

If you have any questions or require additional information, please do not hesitate to contact this office at (954) 292-7314.

Sincerely,

**Akouri Consulting Engineers**

**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062





# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

8340 SW 3<sup>rd</sup> CT., BLDG 16

PEMBROKE PINES, FL 33025



2021.10.0

8 11:37:37

-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE. ON Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

Friday, October 8, 2021

Heron Pond Condominium  
Mr. Mauricio Romero  
8400 SW 1<sup>st</sup> ST  
Pembroke Pines, FL 33025  
[heronpond@pmgassets.com](mailto:heronpond@pmgassets.com); 954.251.2593

**RE:** Structural Assessment Report with respect to the property located at:  
Final Report  
8340 SW 3 CT  
Pembroke Pines, FL 33025

**Copy:** Mr. Mauricio Romero  
[Mauricio.romero@pmgassets.com](mailto:Mauricio.romero@pmgassets.com)

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 16. ACE visited the property and conducted the assessment on September 16, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

This Structural Assessment Report presents a property background, condition summary, a discussion, and recommendations regarding the site visit conducted on September 16, 2021. Heron Pond Condominium contacted ACE to perform a survey of the existing building condition and make recommendations regarding the structural integrity of the building. This report includes the condition of the roof framing, wall framing, exterior sheathing, and cladding. The assessment was primarily visual consisting of a walk-through of the property and destructive inspection of the drywall within the interiors. The existing conditions were illustrated within the photograph documentations. Residents and/or personnel with knowledge of the building were interviewed when possible.

## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face North. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design and covered with asphalt shingles. The stairway was metal framed with concrete steps.

## Condition Summary

The entire building excluding the metal staircase was built with wood framing components. At the time of ACE's site visit, the condition of the building was observed to be poor. Wood studs, joists, and sheathing were significantly compromised by the ongoing long term moisture exposure and large presence of the termites. The moisture exposure occurred due to the cracks and openings that were created by the failing stucco and paint. The roof trusses, even though, also observed to be infested with termites, did not depict structural damages and were observed in a good shape. Some second-floor units stored household items within the attic space, which is a Building Code violation and a fire hazard.

## Evaluation and Discussion

Due to the type of construction consisting of only utilizing wood materials, the building required special maintenance protocol to avoid any possible moisture intrusion into the structural components. However, ACE observed that this building was not maintained properly and as a result multiple areas that were inspected depicted moisture deterioration. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

Residents of several first-floor units reported multiple previous plumbing or a/c leaks underneath bathrooms and air handler closets of the second-floor units. In addition, at the time of this assessment, unit 101 building 10 wood floor framing was exposed throughout the unit. The wood framing in the bathrooms was noted to be moisture deteriorated and structurally compromised. Therefore, the ceiling drywall in all remaining units in the bathrooms and a/c

closets on the first floor must be exposed and all moisture damaged wood framing, including flat wood trussed and plywood, must be repaired.

### Shoring

Upon completion of the structural assessment, balconies and cantilevered interior floors in units 101, 106, and 107 were found to be in poor condition compromising the safety of the residents. Temporarily shoring system must be installed in accordance with plans and specifications provided as a supplemental of this report.

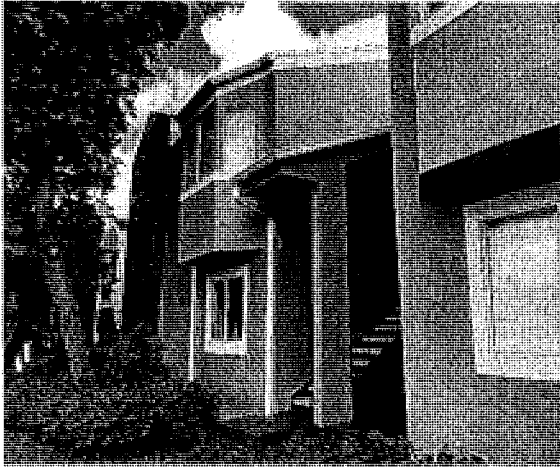
### Recommendations

1. Temporarily shoring system in accordance with the plans and specifications must be installed immediately to support balconies and interior cantilever floors in Units 101, 106, and 107.
2. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
3. Areas with the deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
4. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
5. The insulation within the attic space must be vacuumed and all bottom chords of roof trusses must be inspected and repaired if found structurally damaged.
6. All household items stored in the attic space are a fire hazard and must be removed.
7. All staircases must be cleaned from corrosion, welded as needed, and painted. All cracks concrete steps must be replaced.
8. All trees and shrubs along the perimeter of the building must be removed along with its roots. The finish grade must be restored and compacted sloping away from the exterior wall in accordance with Florida building Code section 1804.4.
9. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persisted, the building must be treated again.

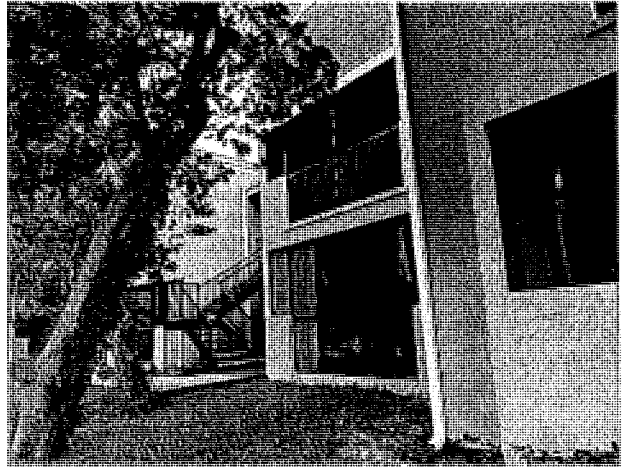
#### Note:

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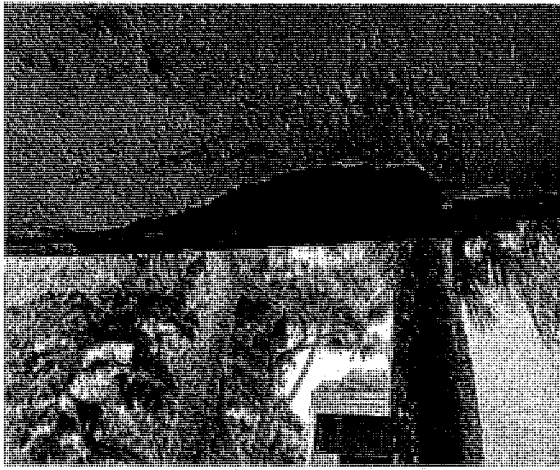
### Selected Photographs



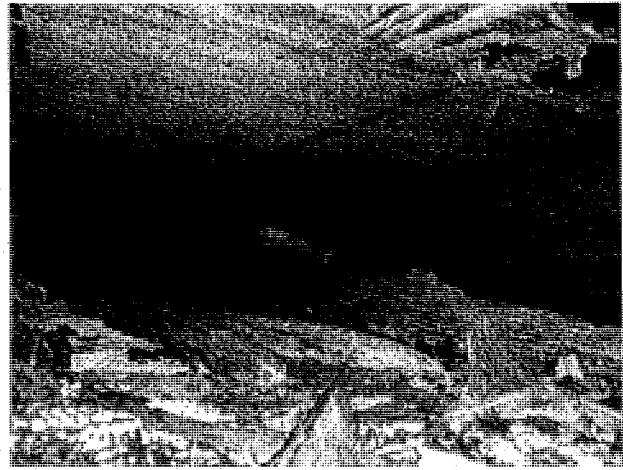
***Photograph 1: Building elevation***



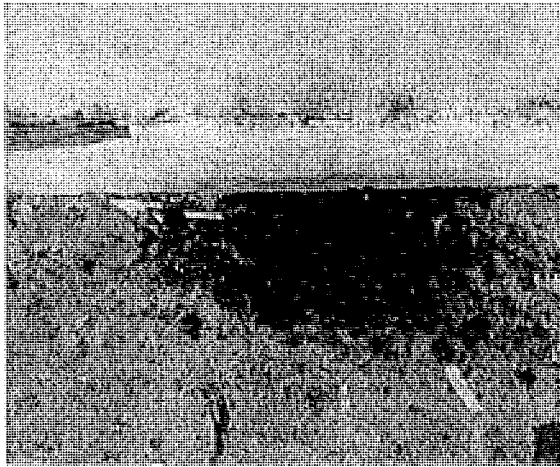
***Photograph 2: Building elevation***



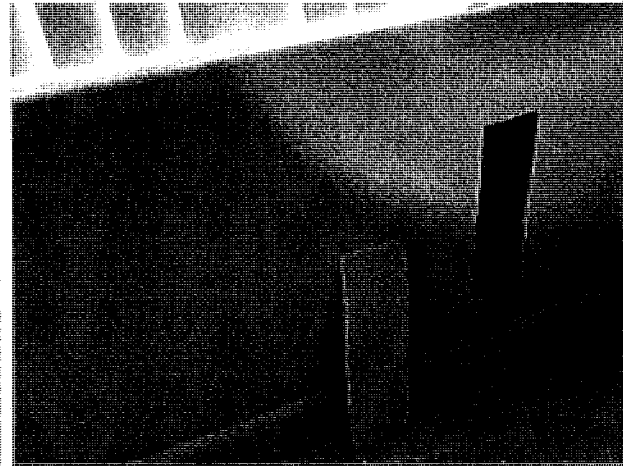
***Photograph 3: Unit 101. Shoring required***



***Photograph 4: Unit 101. Shoring required***



***Photograph 5: Unit 104***



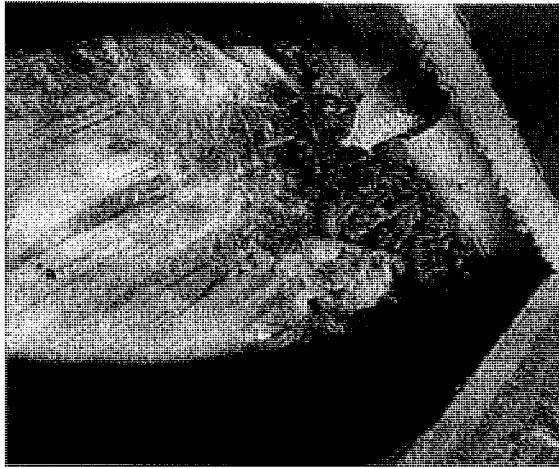
***Photograph 6: Unit 104***



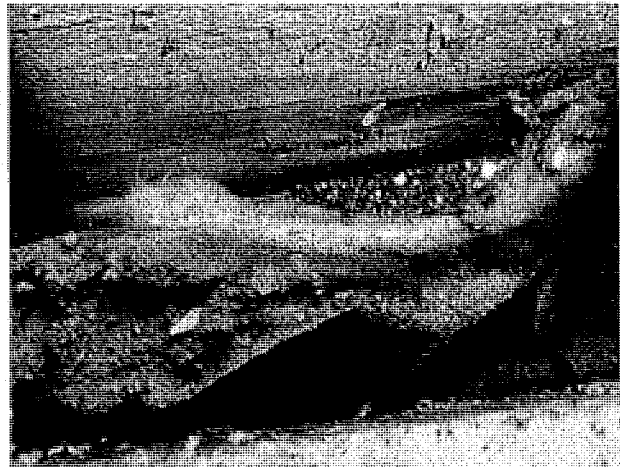
*Photograph 7: Unit 105*



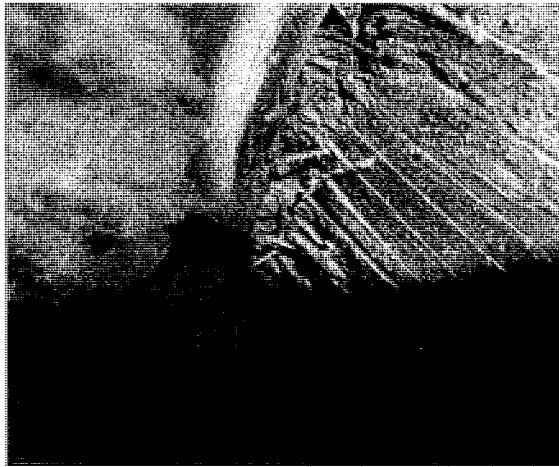
*Photograph 8: Unit 107. Shoring required*



*Photograph 9: Unit 201*



*Photograph 10: Unit 201*



*Photograph 11: Unit 202*



*Photograph 12: Unit 204*



**Photograph 13: Unit 207**



**Photograph 14: Unit 208**



**Photograph 13: Unit 106. Shoring required**



**Photograph 14: Unit 106. Shoring required**

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. Areas obscured from view such as ceiling, wall, and floor cavities or other inaccessible areas were not examined. Please note that ACE reserves the right to revise the observations and opinions above as conditions change or additional information becomes available. This document was prepared for our client's use and ACE disavows any liability for use by others.

If you have any questions or require additional information, please do not hesitate to contact this office at (954) 292-7314.

Sincerely,

**Akouri Consulting Engineers**

**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062





# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

100 SW 83 WAY BLDG 02  
PEMBROKE PINES, FL 33025



George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE. ON Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

2021.10.20

15:34:37

-04'00'

George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

Monday, October 11, 2021

Heron Pond Condominium  
Mr. Deepak Khosa  
8400 SW 1<sup>st</sup> ST  
Pembroke Pines, FL 33025  
deepak@atlanticnowfl.com; 561.596.0563

**RE:** Structural Assessment Report with respect to the property located at:  
Final Report  
100 SW 83 Way  
Pembroke Pines, FL 33025

**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 2. ACE visited the property and conducted the assessment on September 27, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

This Structural Assessment Report presents a property background, condition summary, a discussion, and recommendations regarding the site visit conducted on September 27, 2021. Heron Pond Condominium contacted ACE to perform a survey of the existing building condition and make recommendations regarding the structural integrity of the building. This report includes the condition of the roof framing, wall framing, exterior sheathing, and cladding. The assessment was primarily visual consisting of a walk-through of the property and destructive inspection of the drywall within the interiors. The existing conditions were illustrated within the photograph documentations. Residents and/or personnel with knowledge of the building were interviewed when possible.

## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings community. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face North. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design and covered with asphalt shingles. The stairway was metal framed with concrete steps.

## Condition Summary

The entire building, excluding the metal staircase and foundation, was built with wood framing components. At the time of ACE's site visit, the condition of the building was observed to be poor. Wood studs, joists, and sheathing were significantly compromised by the ongoing long term moisture exposure and infestation of the termites. The moisture exposure occurred due to the cracks and openings that were created by failed stucco and paint. The roof trusses were observed to be infested with termites and as a result depicted isolated structural damages. The overall condition of the bottom truss chords was observed to be fair. Some second-floor units stored household items within the attic space which is a Building Code violation and a fire hazard.

## Discussion

Due to the type of construction which consists of only utilizing wood materials, the building should have required special maintenance protocol to avoid any possible moisture intrusion into the structural components. In addition, termites inspection and treatment must have been performed routinely. However, ACE observed that this building was not maintained properly and as a result multiple assessed structural components depicted moisture deterioration and termites damages. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

Residents of several first-floor units reported multiple previous plumbing or a/c leaks underneath bathrooms and air handler closets of the second-floor units. In addition, at the time of this assessment, unit 101 Building 10 wood floor framing was exposed throughout the unit.

The wood framing in the bathrooms was noted to be moisture deteriorated and structurally compromised. Therefore, the ceiling drywall in all remaining units in the bathrooms and a/c closets on the first floor must be exposed and all moisture damaged wood framing, including flat wood trussed and plywood, must be repaired.

#### Shoring

Wood column in Unit 104 was found to be in poor condition compromising the safety of the residents. Temporarily shoring system must be installed in accordance with plans and specifications. Not included as part of this report.

#### Weather Protection

No immediate weather protection required.

#### Recommendations

1. Temporarily shoring system in accordance with the plans and specifications must be installed immediately to support deteriorated column in Unit 104.
2. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
3. The areas showing deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
4. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
5. The insulation within the attic space must be vacuumed and all bottom chords of roof trusses must be inspected and repaired if found structurally damaged.
6. All household items stored in the attic space are a fire hazard and must be removed.
7. All staircases must be cleaned from corrosion, welded as needed, and painted. All cracked concrete steps must be replaced.
8. All trees and shrubs along the perimeter of the building must be removed along with its roots. The finish grade must be restored and compacted sloping away from the exterior wall in accordance with Florida building Code Section 1804.4.
9. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persist, the building must be treated again.

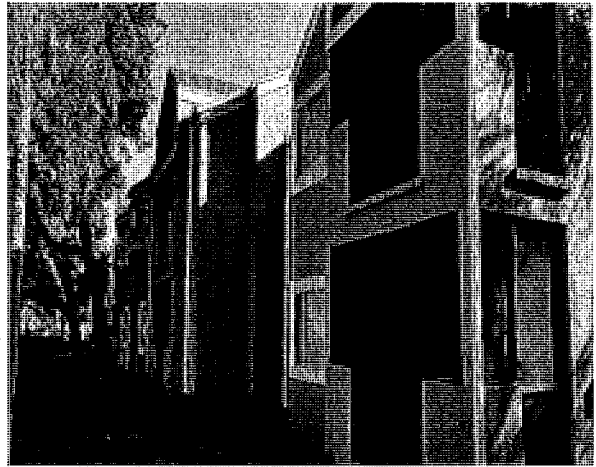
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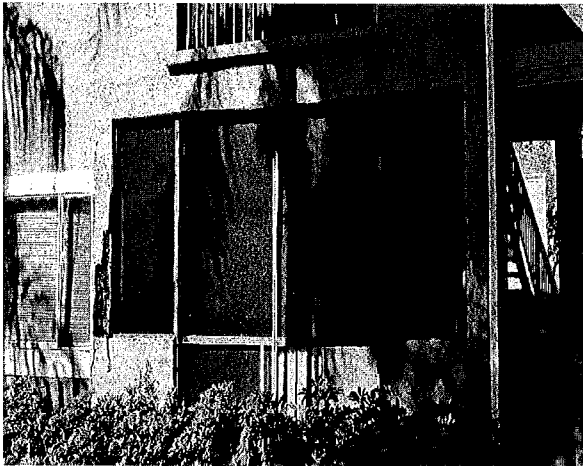
Selected Photographs



**Photograph 1: Building elevation. Balcony wall cracking**



**Photograph 2: Building elevation**



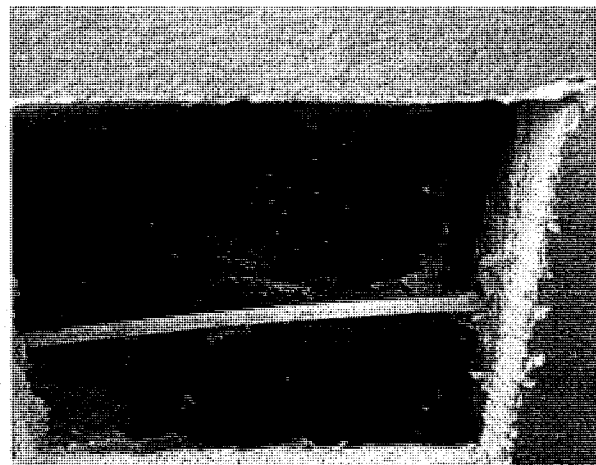
**Photograph 3: Unit 104. Shoring required**



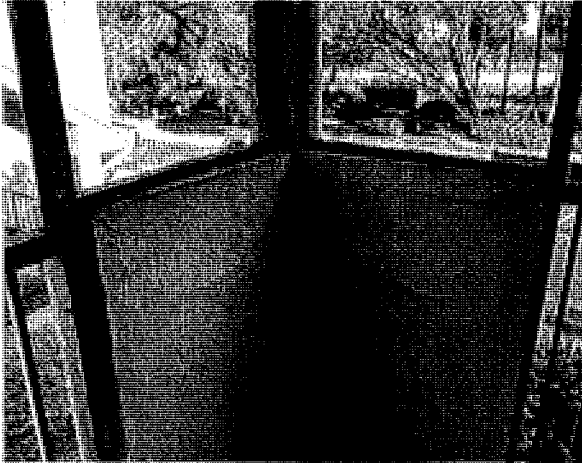
**Photograph 4: Unit 101**



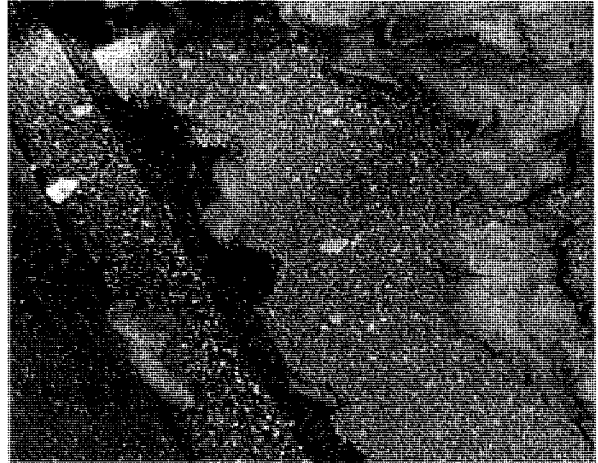
**Photograph 5: Unit 205**



**Photograph 6: Unit 202**



**Photograph 7: Unit 205**



**Photograph 8: Unit 202. Termites infestation in the attic**



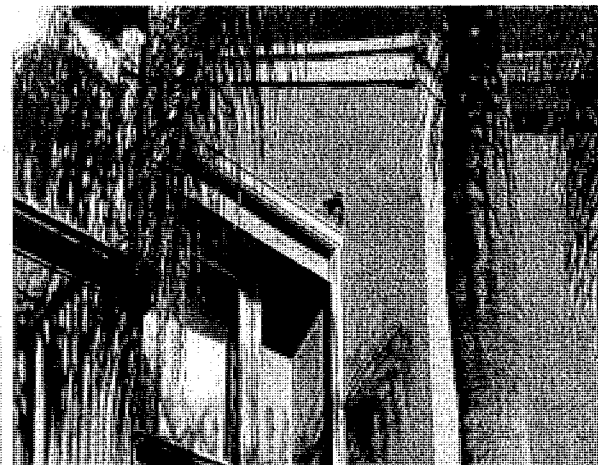
**Photograph 9: Unit 204. Household item within the attic space**



**Photograph 10: Unit 205. Termites infestation and damage to bottom truss chord**



**Photograph 11: Opening in the exterior wall**



**Photograph 12: Opening in the exterior wall**



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**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

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# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

164 SW 83 WAY BLDG. 3

PEMBROKE PINES, FL 33025



2021.10.20

15:35:42

-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE. ON Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062



Tuesday, October 12, 2021

Heron Pond Condominium  
Mr. Deepak Khosa  
8320 SW 1 St  
Pembroke Pines, FL 33025  
deepak@atlanticnowfl.com; 561.596.0563

**RE:** Structural Assessment Report with respect to the property located at:  
Final Report  
164 SW 83 Way  
Pembroke Pines, FL 33025

**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 3. ACE visited the property and conducted the assessment on September 28, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

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## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings community. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face South. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design and covered with asphalt shingles. The stairway was metal framed with concrete steps.

## Condition Summary

The entire building, excluding the metal staircase and foundation, was built with wood framing components. At the time of ACE's site visit, the condition of the building was observed to be poor. Wood studs, joists, and sheathing were significantly compromised by the ongoing long term moisture exposure and infestation of the termites. The moisture exposure occurred due to the cracks and openings that were created by failed stucco and paint. The roof trusses were observed to be infested with termites and as a result depicted isolated structural damages. The overall condition was observed to be fair. Some second-floor units stored household items within the attic space which is a Building Code violation and a fire hazard.

## Discussion

Due to the type of construction which consists of only utilizing wood materials, the building should have required special maintenance protocol to avoid any possible moisture intrusion into the structural components. In addition, termites inspection and treatment must have been performed routinely. However, ACE observed that this building was not maintained properly and as a result multiple assessed structural components depicted moisture deterioration and termites damages. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

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compromised. Therefore, the ceiling drywall in all remaining units in the bathrooms and a/c closets on the first floor must be exposed and all moisture damaged wood framing, including flat wood trussed and plywood, must be repaired.

#### Shoring

No immediate shoring is required for this building.

#### Weather Protection

No immediate weather protection required.

#### Recommendations

1. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
2. The areas showing deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
3. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
4. The insulation within the attic space must be vacuumed and all bottom chords of roof trusses must be inspected and repaired if found structurally damaged.
5. All household items stored in the attic space are a fire hazard and must be removed.
6. All staircases must be cleaned from corrosion, welded as needed, and painted. All cracked concrete steps must be replaced.
7. All trees and shrubs along the perimeter of the building must be removed along with its roots. The finish grade must be restored and compacted sloping away from the exterior wall in accordance with Florida Building Code Section 1804.4.
8. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persist, the building must be treated again.

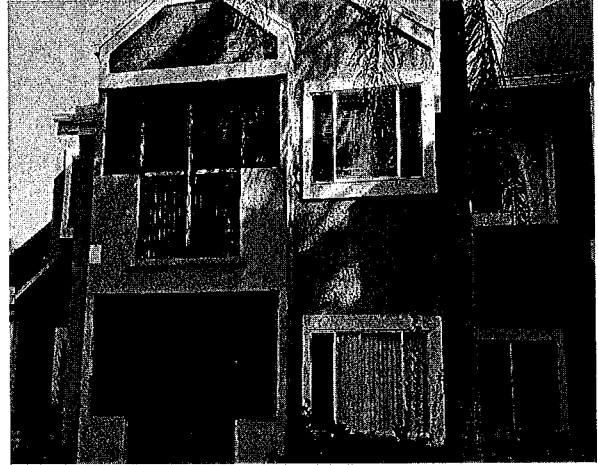
#### Note:

All work must be performed in accordance with the plans and specifications prepared by a professional engineer in accordance with Florida Building Code and approved by the local Building Department. ACE is recommending a special inspector to inspect and evaluate the work in progress.

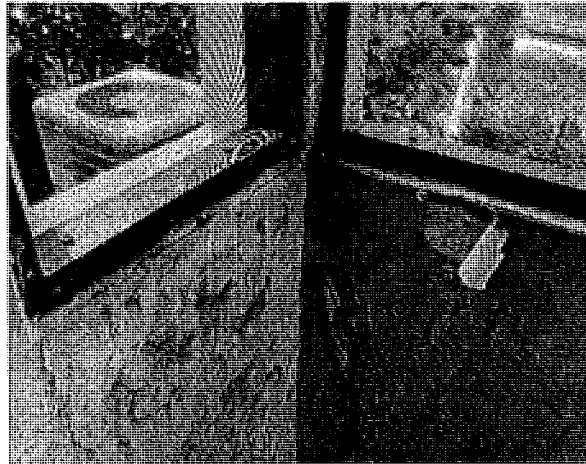
Selected Photographs



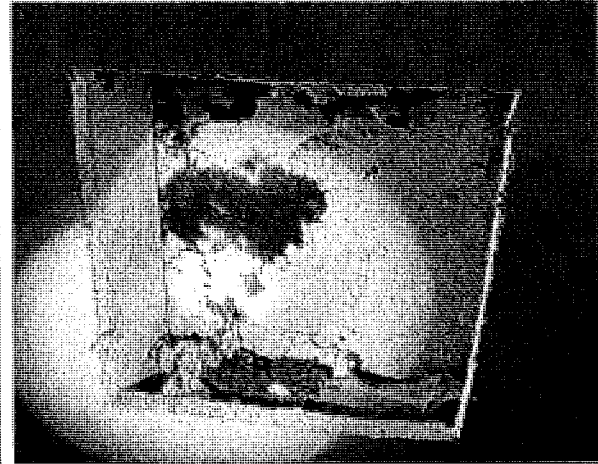
**Photograph 1: Building elevation**



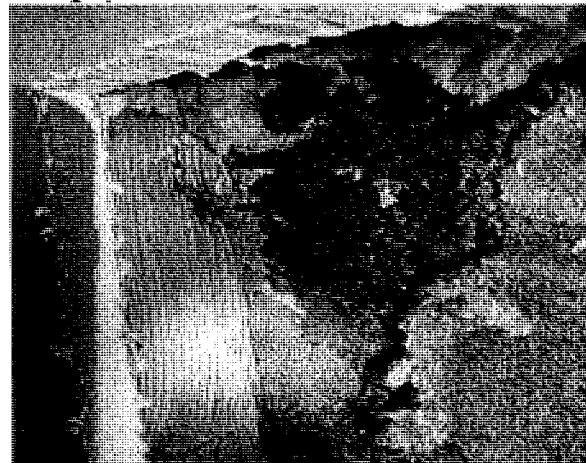
**Photograph 2: Building elevation**



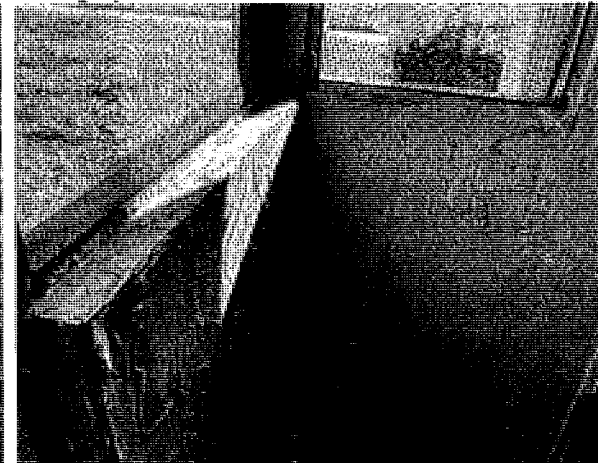
**Photograph 3: Unit 103**



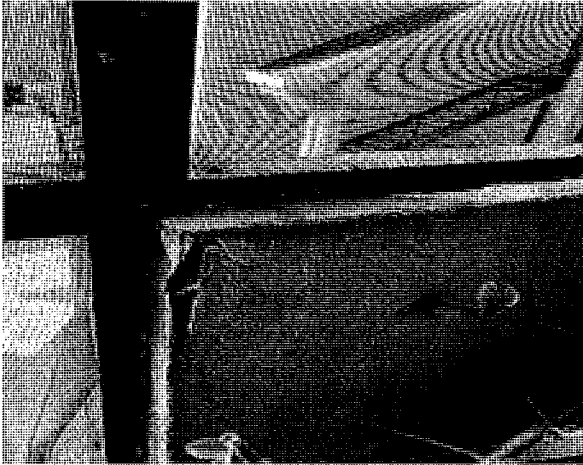
**Photograph 4: Unit 104**



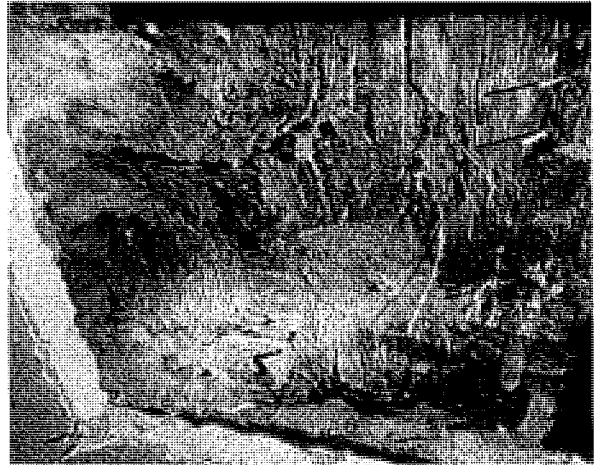
**Photograph 5: Unit 105**



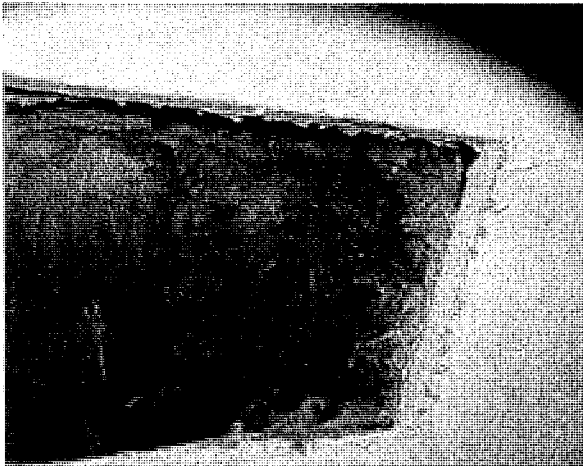
**Photograph 6: Unit 105**



*Photograph 7: Unit 201*



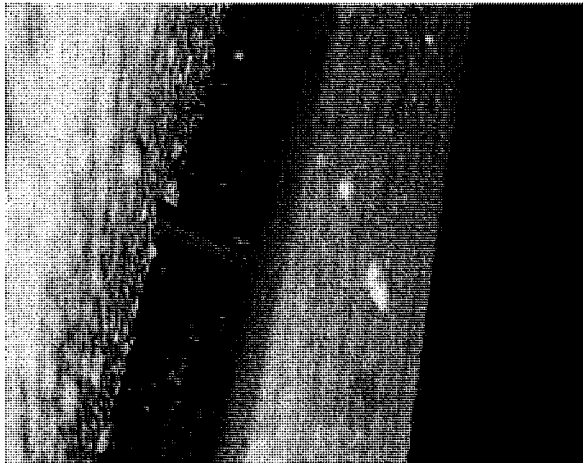
*Photograph 8: Unit 202*



*Photograph 9: Unit 207*



*Photograph 10: Unit 106*



*Photograph 11: Unit 201. Termites infestation*



*Photograph 12: Unit 202*



**Photograph 13: Unit 205. Termites infestation**



**Photograph 14: Tree roots growing against the foundation**

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If you have any questions or require additional information, please do not hesitate to contact this office at (954) 292-7314.

Sincerely,

**Akouri Consulting Engineers**

**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062



# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

292 SW 83 WAY BLDG. 5  
PEMBROKE PINES, FL 33025



2021.10.20

15:37:50

-04'00'

George Akouri, Professional Engineer, State of Florida. License No. 49526. This item has been digitally signed and sealed by George Akouri, PE, ON  
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

Tuesday, October 12, 2021

Heron Pond Condominium  
Mr. Deepak Khosa  
8320 SW 1 St  
Pembroke Pines, FL 33025  
deepak@atlanticnowfl.com; 561.596.0563

**RE:** Structural Assessment Report with respect to the property located at:  
Final Report  
292 SW 83 Way  
Pembroke Pines, FL 33025

**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 4. ACE visited the property and conducted the assessment on September 24, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

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## Property

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The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design and covered with asphalt shingles. The stairway was metal framed with concrete steps.

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The wood framing in the bathrooms was noted to be moisture deteriorated and structurally compromised. Therefore, the ceiling drywall in all remaining units in the bathrooms and a/c closets on the first floor must be exposed and all moisture damaged wood framing, including flat wood trussed and plywood, must be repaired.

### Shoring

Wood column supporting the second-floor balcony (Photograph 11) and cantilevered interior floor (Photograph 9) were found to be in poor condition compromising the safety of the residents. Temporarily shoring system must be installed in accordance with plans and specifications. Not included as part of this report.

### Weather Protection

No immediate weather protection required.

### Recommendations

1. Temporarily shoring system in accordance with the plans and specifications must be installed immediately to support deteriorated column supporting a second-floor balcony (Photograph 11) and interior cantilevered floor (Photograph 9).
2. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
3. The areas showing deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
4. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
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9. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persist, the building must be treated again.

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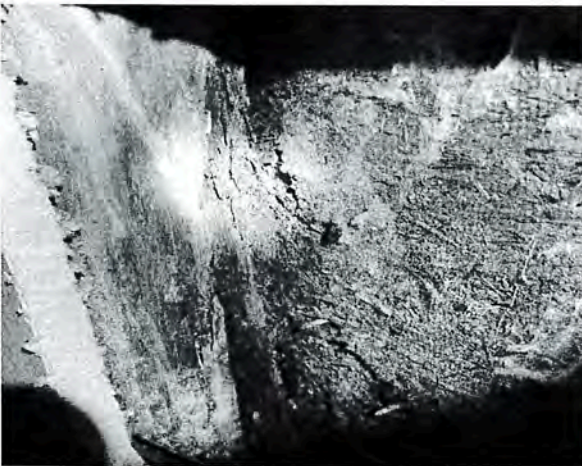
Selected Photographs



**Photograph 1: Building elevation**



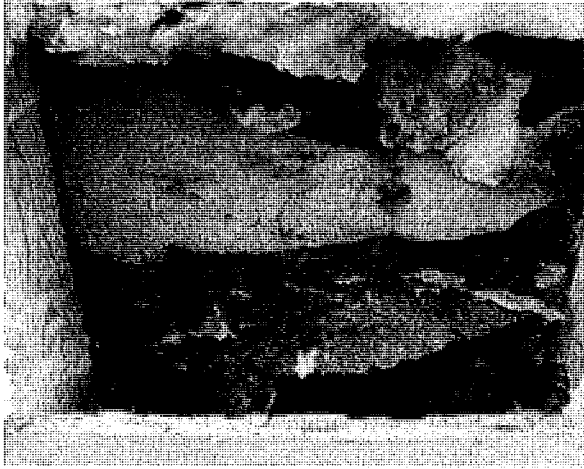
**Photograph 2: Building elevation**



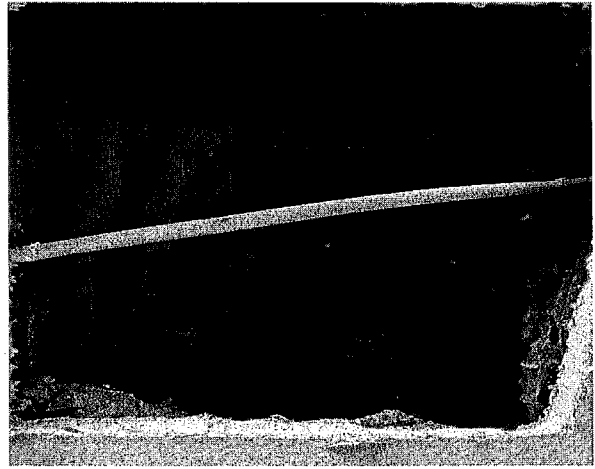
**Photograph 3: Unit 101**



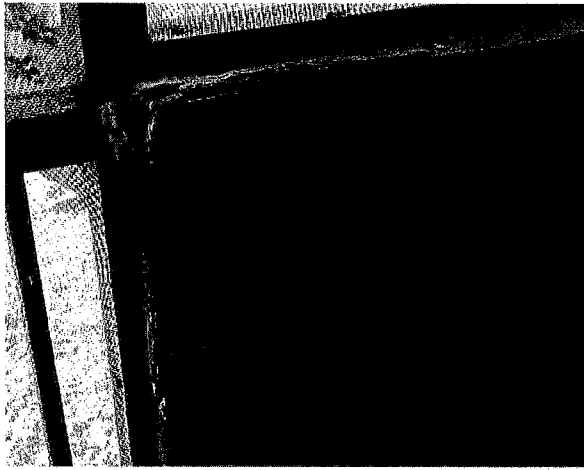
**Photograph 4: Unit 101**



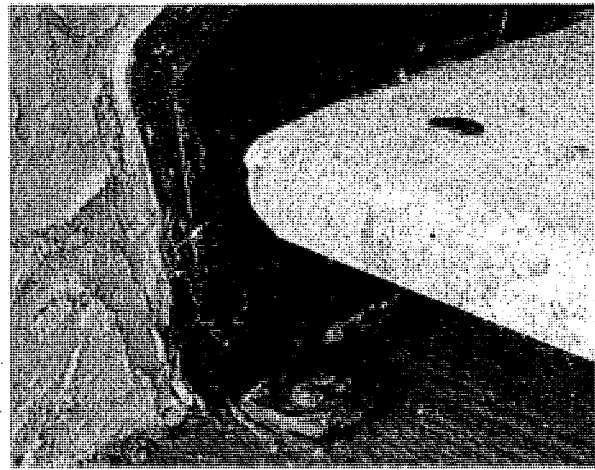
*Photograph 5: Unit 203*



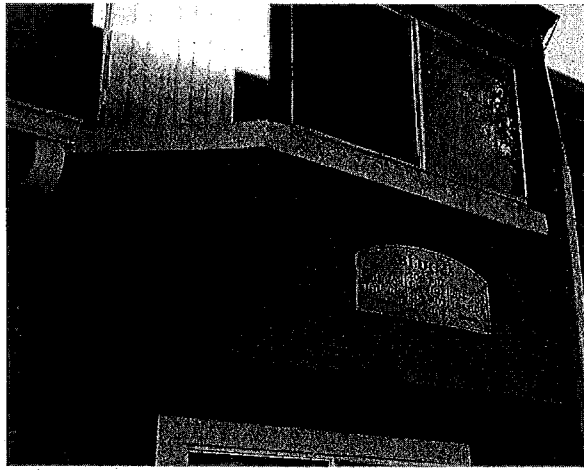
*Photograph 6: Unit 207*



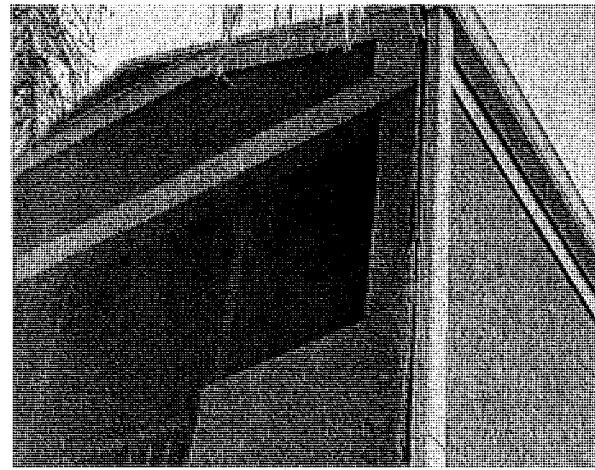
*Photograph 7: Unit 206*



*Photograph 8: Common areas staircase corroded connection*



*Photograph 9: Exterior wall cracks*



*Photograph 10: Exterior wall cracks*



*Photograph 11: Exterior wall cracks*



*Photograph 12: Unit 208. Exterior wall opening*

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Sincerely,

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**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062



# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

Building 8

8311 SW 5 Street

Pembroke Pines Fl 33025



2021.10.20

15:41:22

-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE, ON  
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George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

**Wednesday, October 13, 2021**

Heron Pond Condominium  
Mr. Deepak Khosa  
8320 SW 1 St  
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deepak@atlanticnowfl.com; 561.596.0563

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**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

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#### Shoring

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#### Weather Protection

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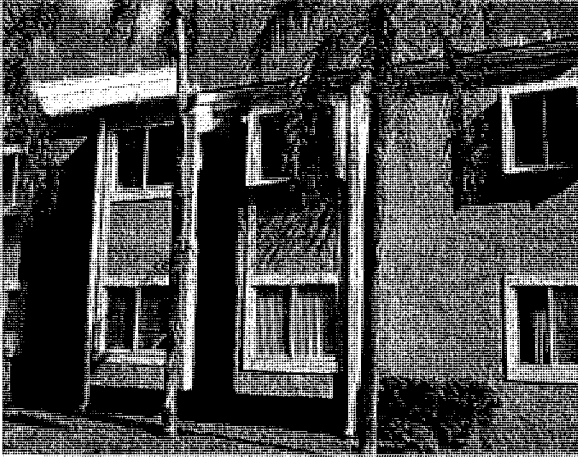
### Recommendations

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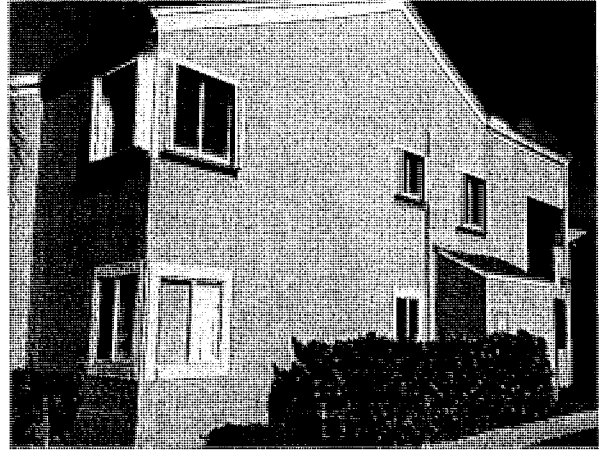
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Selected Photographs



**Photograph 1: Building elevation**



**Photograph 2: Building elevation**



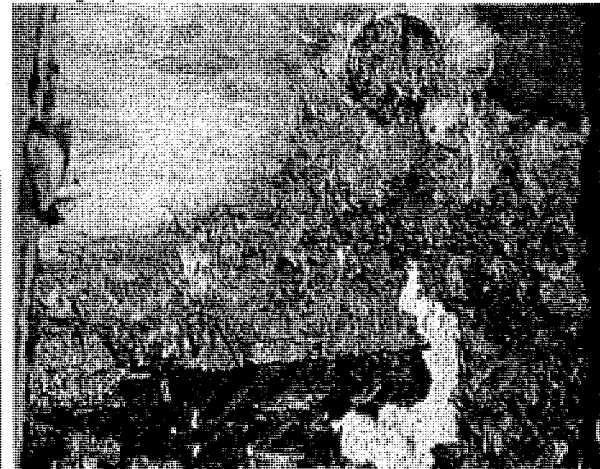
**Photograph 3: Unit 102**



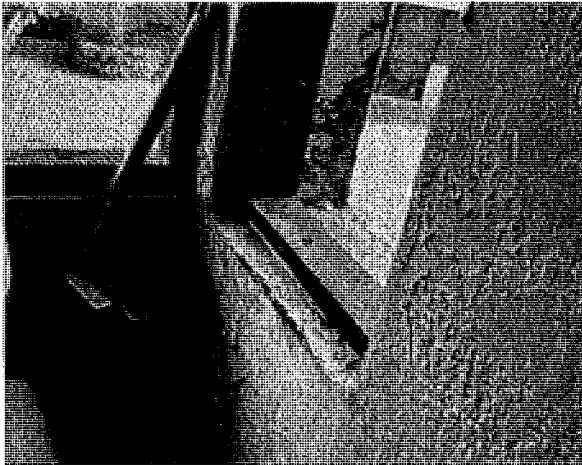
**Photograph 4: Unit 105**



**Photograph 5: Unit 202**



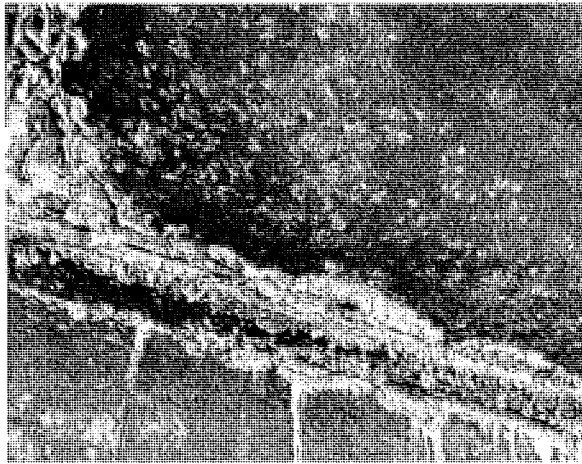
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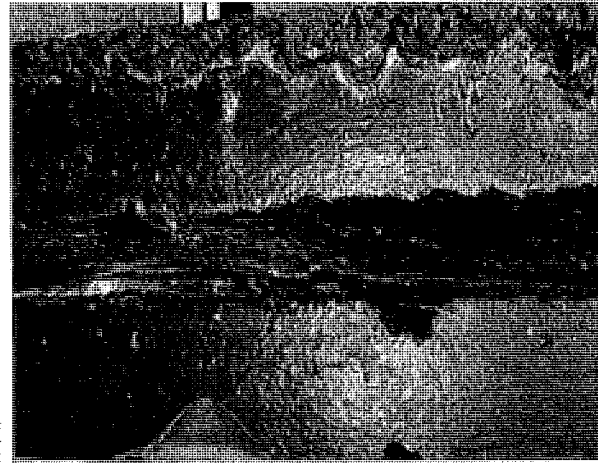
**Photograph 7: Unit 203 balcony**



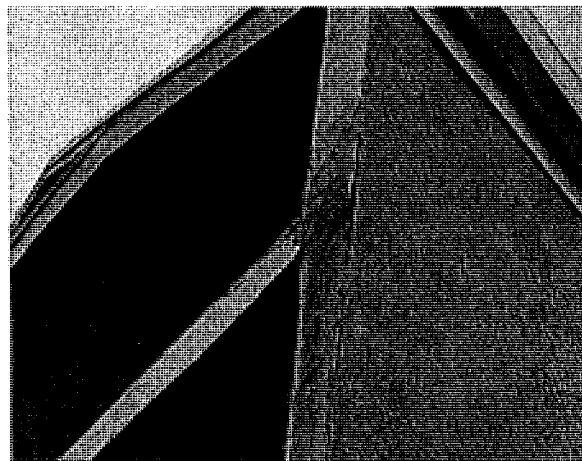
**Photograph 8: Unit 208**



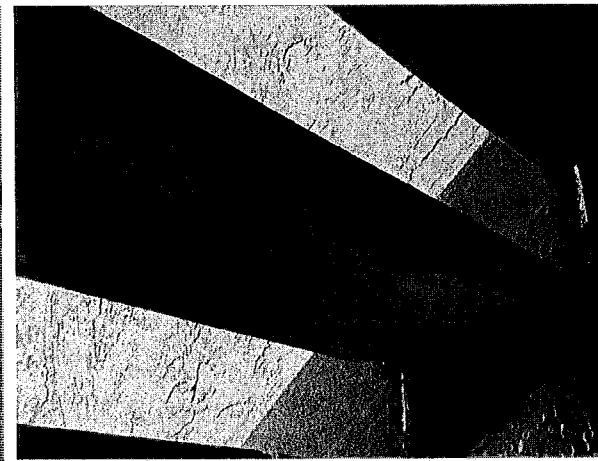
**Photograph 9: Extensive oxidization on the stairwell**



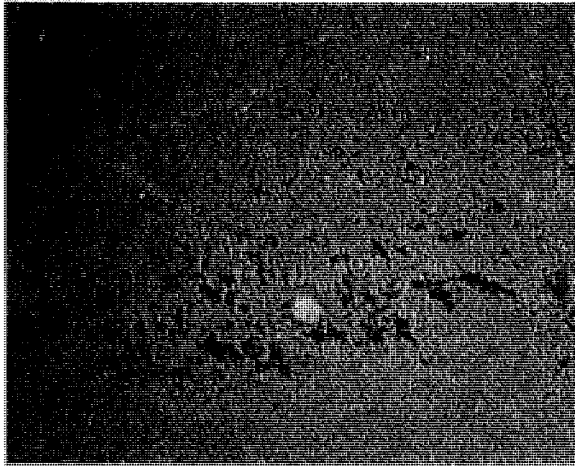
**Photograph 10: Unit 202. Oxidization on stairwell**



**Photograph 11: Cracks and previous repairs on the exterior wall**



**Photograph 12: Cracks on the stairwell steps**



*Photograph 13: Unit 203. Termite infestation*



*Photograph 14: Unit 203. Moisture stains and cracked sheathing in the attic.*

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Property Located at:

Building 9

8343 SW 5 Street

Pembroke Pines FL 33025



2021.10.20

15:42:31

-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE, ON  
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Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

Thursday, October 14, 2021

Heron Pond Condominium  
Mr. Deepak Khosa  
8320 SW 1 St  
Pembroke Pines, FL 33025  
deepak@atlanticnowfl.com; 561.596.0563

**RE:** Structural Assessment Report with respect to the property located at:  
8343 SW 5 Street  
Pembroke Pines FL 33025

**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 9. ACE visited the property and conducted the assessment on October 6, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

This Structural Assessment Report presents a property background, condition summary, a discussion, and recommendations regarding the site visit conducted on October 6, 2021. Heron Pond Condominium contacted ACE to perform a survey of the existing building condition and make recommendations regarding the structural integrity of the building. This report includes the condition of the roof framing, wall framing, exterior sheathing, and cladding. The assessment was primarily visual consisting of a walk-through of the property and destructive inspection of the drywall within the interiors. The existing conditions were illustrated within the photograph documentations. Residents and/or personnel with knowledge of the building were interviewed when possible.

## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings community. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face West. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design and covered with asphalt shingles. The stairway was metal framed with concrete steps.

## Condition Summary

The entire building, excluding the metal staircase and foundation, was built with wood framing components. At the time of ACE's site visit, the condition of the building was observed to be poor. Wood studs, joists, and sheathing were significantly compromised by the ongoing long term moisture exposure and infestation of the termites. The moisture exposure occurred due to the cracks and openings that were created by failed stucco and paint. The roof trusses were observed to be infested with termites and as a result depicted isolated structural damages. The overall condition was observed to be fair. Some second-floor units stored household items within the attic space which is a Building Code violation and a fire hazard.

## Discussion

Due to the type of construction which consists of only utilizing wood materials, the building should have required special maintenance protocol to avoid any possible moisture intrusion into the structural components. In addition, termites inspection and treatment must have been performed routinely. However, ACE observed that this building was not maintained properly and as a result multiple assessed structural components depicted moisture deterioration and termites damages. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

Residents of several first-floor units reported multiple previous plumbing or a/c leaks underneath bathrooms and air handler closets of the second-floor units. In addition, at the time of this assessment, unit 101 Building 10 wood floor framing was exposed throughout the unit. The wood framing in the bathrooms was noted to be moisture deteriorated and structurally

compromised. Therefore, the ceiling drywall in all remaining units in the bathrooms and a/c closets on the first floor must be exposed and all moisture damaged wood framing, including flat wood trussed and plywood, must be repaired.

#### Shoring

No immediate shoring is required for this building.

#### Weather Protection

Install blue tarp over the wall opening of the first-floor unit (Photograph 11). The tarp must be hanging down from the roof line and covering the opening in the wall.

#### Recommendations

1. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
2. The areas showing deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
3. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
4. The insulation within the attic space must be vacuumed and all bottom chords of roof trusses must be inspected and repaired if found structurally damaged.
5. All household items stored in the attic space are a fire hazard and must be removed.
6. All staircases must be cleaned from corrosion, welded as needed, and painted. All cracked concrete steps must be replaced.
7. All trees and shrubs along the perimeter of the building must be removed along with its roots. The finish grade must be restored and compacted sloping away from the exterior wall in accordance with Florida building Code Section 1804.4.
8. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persist, the building must be treated again.
9. Install blue tarp over the wall opening of the first-floor unit (Photograph 11). The tarp must be hanging down from the roof line and covering the opening in the wall.

#### Note:

All work must be performed in accordance with the plans and specifications prepared by a professional engineer in accordance with Florida Building Code and approved by the local Building Department. ACE is recommending a special inspector to inspect and evaluate the work in progress.



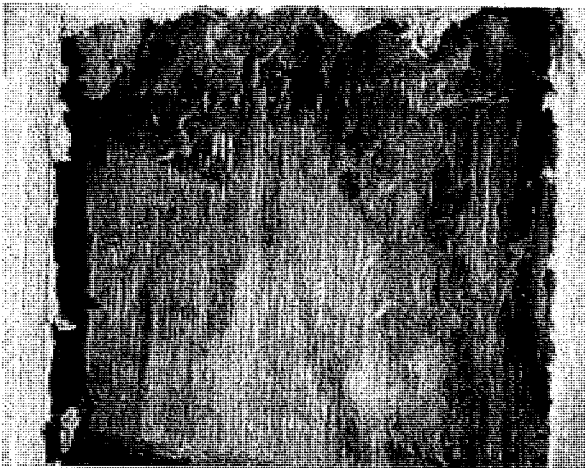
Selected Photographs



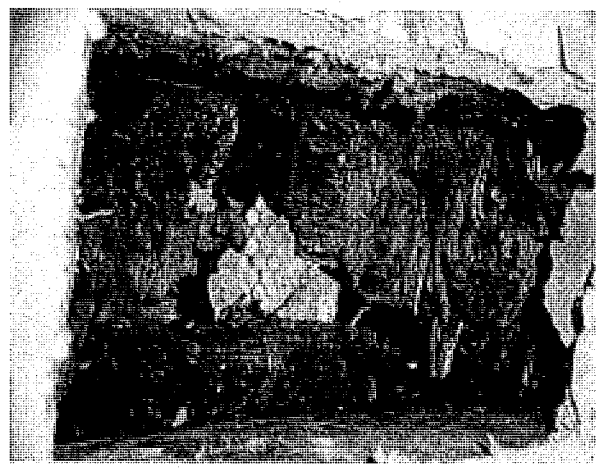
**Photograph 1: Building elevation**



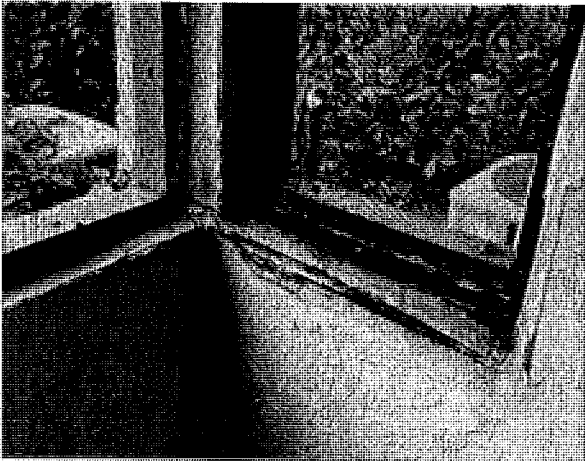
**Photograph 2: Building elevation**



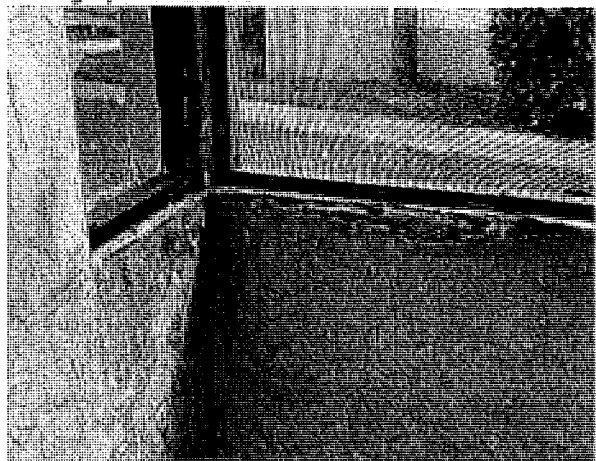
**Photograph 3: Unit 102**



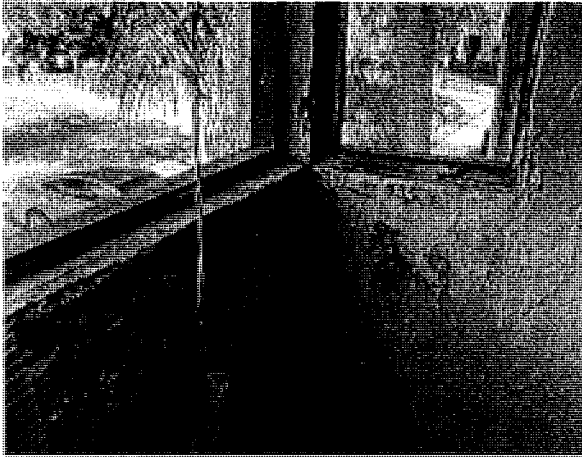
**Photograph 4: Unit 205**



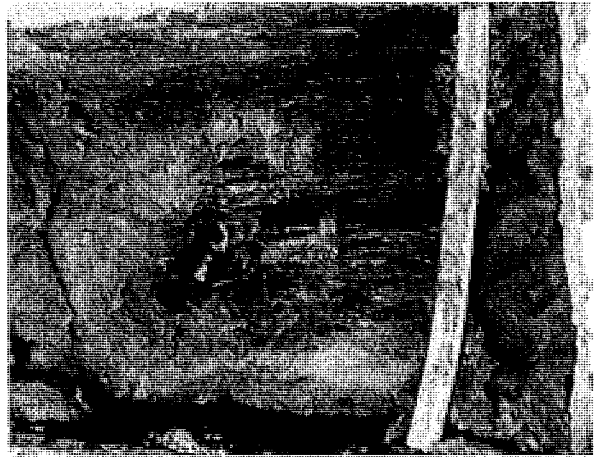
**Photograph 5: Unit 103 Balcony**



**Photograph 6: Unit 108 Balcony**



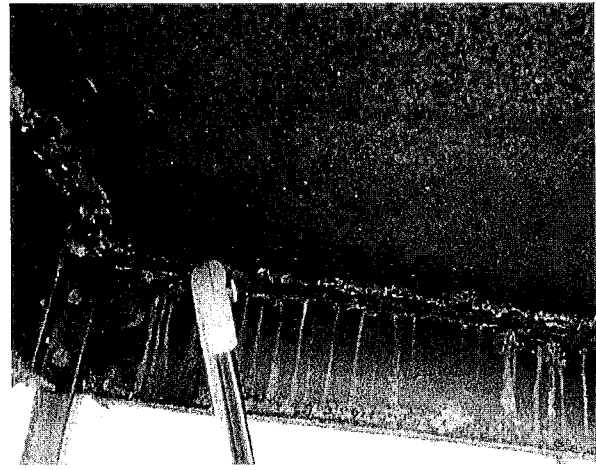
**Photograph 7: Unit 203 Balcony**



**Photograph 8: Unlt 204**



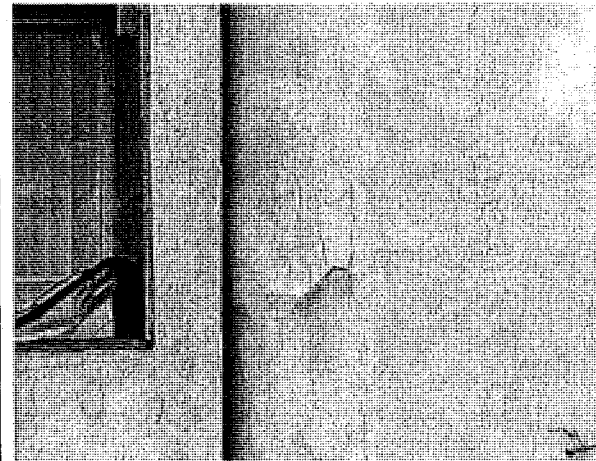
**Photograph 9: Unlt 205**



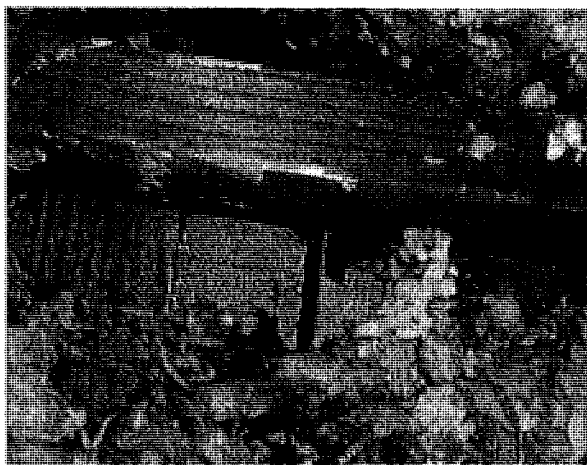
**Photograph 10: Oxidization underneath exterior stairwell**



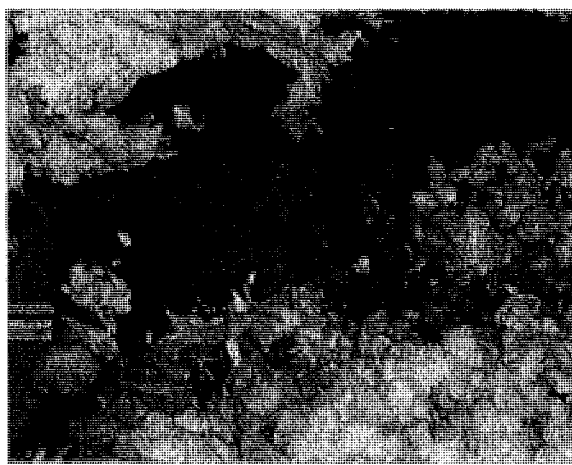
**Photograph 11: Opening in the exterior wall**



**Photograph 12: Exterior wall cracking**



**Photograph 13: Unit 201. Termites Infestation**



**Photograph 14: Unit 203. Termites Infestation**

### Report Limits

This document was prepared for the exclusive use of Heron Pond Condominium and was not intended for any other purpose. The observations, opinions, and conclusions conveyed herein have been arrived at within a reasonable degree of certainty using conservative Engineering judgement, based upon information available at the time of document preparation. The site assessment performed on October 6, 2021 and was primarily a visual evaluation. Areas obscured from view such as ceiling, wall, and floor cavities or other inaccessible areas were not examined. Please note that ACE reserves the right to revise the observations and opinions above as conditions change or additional information becomes available. This document was prepared for our client's use and ACE disavows any liability for use by others.

If you have any questions or require additional information, please do not hesitate to contact this office at (954) 292-7314.

Sincerely,

**Akouri Consulting Engineers**

**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062



# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

Building 12

8439 SW 5 Street

Pembroke Pines Fl 33025



2021.10.20

15:43:45

-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE, ON  
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

Thursday, October 14, 2021

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Final Report  
Building 12  
8439 SW 5 Street  
Pembroke Pines Fl 33025

**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 12. ACE visited the property and conducted the assessment on October 7, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

This Structural Assessment Report presents a property background, condition summary, a discussion, and recommendations regarding the site visit conducted on October 7, 2021. Heron Pond Condominium contacted ACE to perform a survey of the existing building condition and make recommendations regarding the structural integrity of the building. This report includes the condition of the roof framing, wall framing, exterior sheathing, and cladding. The assessment was primarily visual consisting of a walk-through of the property and destructive inspection of the drywall within the interiors. The existing conditions were illustrated within the photograph documentations. Residents and/or personnel with knowledge of the building were interviewed when possible.

## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings community. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face South. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design and covered with asphalt shingles. The stairway was metal framed with concrete steps.

## Condition Summary

The entire building, excluding the metal staircase and foundation, was built with wood framing components. At the time of ACE's site visit, the condition of the building was observed to be poor. Wood studs, joists, and sheathing were significantly compromised by the ongoing long term moisture exposure and infestation of the termites. The moisture exposure occurred due to the cracks and openings that were created by failed stucco and paint. The roof trusses were observed to be infested with termites and as a result depicted isolated structural damages. The overall condition was observed to be fair. Some second-floor units stored household items within the attic space which is a Building Code violation and a fire hazard.

## Discussion

Due to the type of construction which consists of only utilizing wood materials, the building should have required special maintenance protocol to avoid any possible moisture intrusion into the structural components. However, ACE observed that this building was not maintained properly and as a result multiple assessed structural components depicted moisture deterioration and termite damages. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

Residents of several first-floor units reported multiple previous plumbing or a/c leaks underneath bathrooms and air handler closets of the second-floor units. In addition, at the time of this assessment, unit 101 Building 10 wood floor framing was exposed throughout the unit. The wood framing in the bathrooms was noted to be moisture deteriorated and structurally

compromised. Therefore, the ceiling drywall in all remaining units in the bathrooms and a/c closets on the first floor must be exposed and all moisture damaged wood framing, including flat wood trussed and plywood, must be repaired.

### Shoring

Balcony in Unit 208 was found to have a deteriorated structural wooden column compromising the safety of the residents. Temporarily shoring system must be installed immediately in accordance with plans and specifications.

### Weather Protection

No immediate weather protection required.

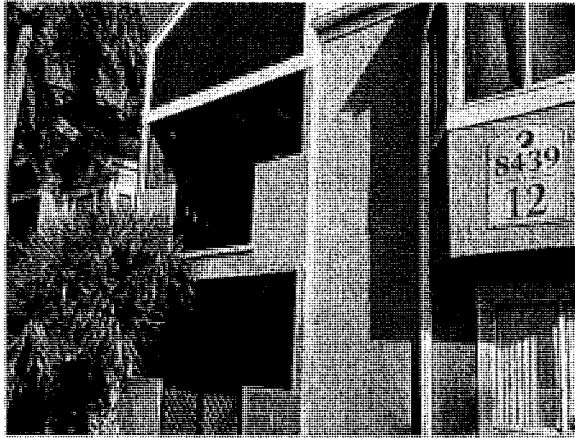
### Recommendations

1. Temporarily shoring system in accordance with the plans and specifications must be installed immediately to support the balcony in Unit 208.
2. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
3. The areas showing deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
4. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
5. The insulation within the attic space must be vacuumed and all bottom chords of roof trusses must be inspected and repaired if found structurally damaged.
6. All household items stored in the attic space are a fire hazard and must be removed.
7. All staircases must be cleaned from corrosion, welded as needed, and painted. All cracked concrete steps must be replaced.
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9. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persist, the building must be treated again.

### Note:

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Selected Photographs



*Photograph 1: Building elevation*



*Photograph 2: Building elevation.*



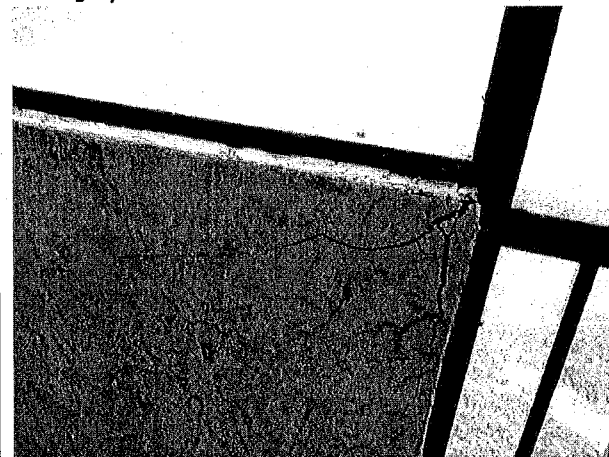
*Photograph 3: Unit 205*



*Photograph 4: Unit 108*

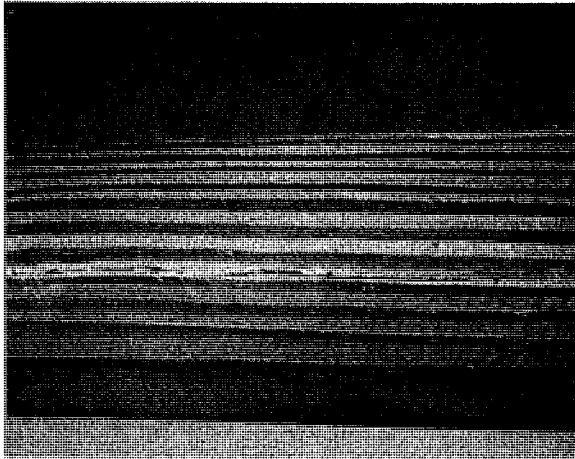


*Photograph 5: Unit 203 Balcony*



*Photograph 6: Unit 207 balcony*





**Photograph 7: Unit 205 cracked wood joists within attic**



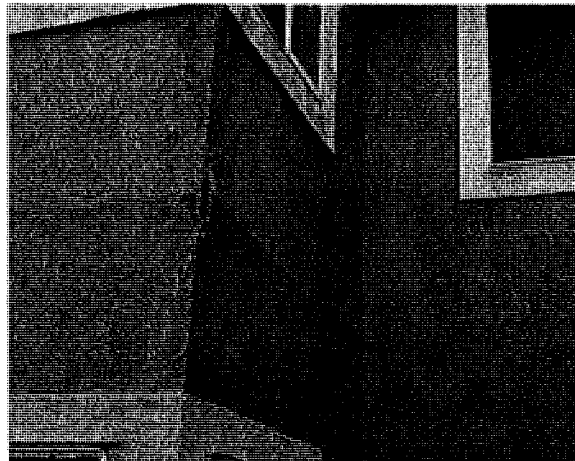
**Photograph 8: Unit 208 Balcony**



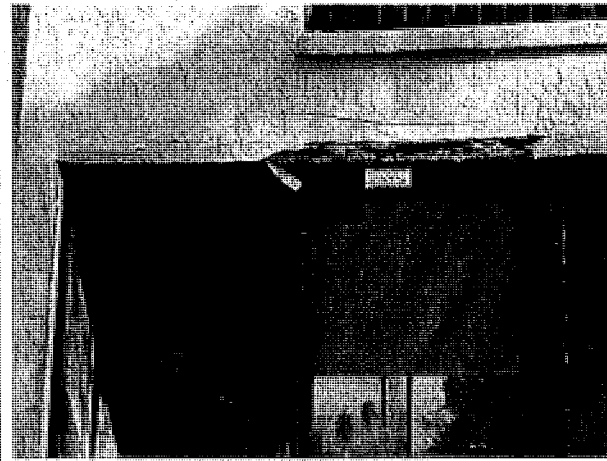
**Photograph 9: Unit 101 Balcony**



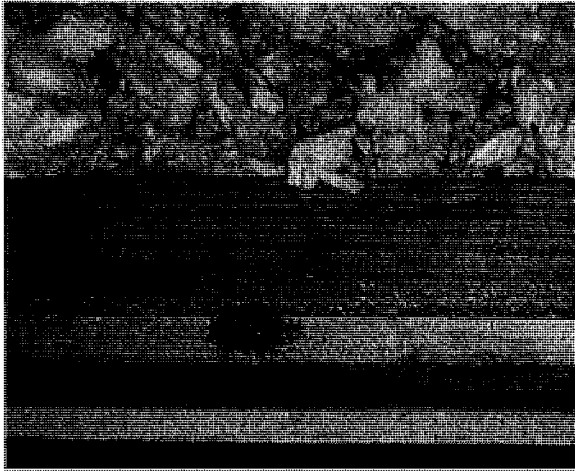
**Photograph 10: Unit 208 Balcony**



**Photograph 11: Opening in the exterior wall**



**Photograph 12: Exterior wall cracking and exposed wire lath**



*Photograph 13: Unit 202. Termites Infestation*



*Photograph 14: Unit 208. Termites Infestation*

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Sincerely,

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**George Akouri, MSCE, P.E.**  
Professional Engineer PE# 0049526  
Certified General Contractor CGC058841  
Certified Roofing Contractor CCC1329062



# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

8420 SW 3 CT., BLDG 15

PEMBROKE PINES, FL 33025



2021.10.20

15:46:04

-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE, ON  
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

Wednesday, October 13, 2021

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Pembroke Pines, FL 33025  
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**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

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## Property

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compromised. Therefore, the ceiling drywall in all remaining units in the bathrooms and a/c closets on the first floor must be exposed and all moisture damaged wood framing, including flat wood trussed and plywood, must be repaired.

### Shoring

No immediate shoring is required for this building.

### Recommendations

1. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
2. The areas showing deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
3. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
4. The insulation within the attic space must be vacuumed and all bottom chords of roof trusses must be inspected and repaired if found structurally damaged.
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6. All staircases must be cleaned from corrosion, welded as needed, and painted. All cracked concrete steps must be replaced.
7. All trees and shrubs along the perimeter of the building must be removed along with its roots. The finish grade must be restored and compacted sloping away from the exterior wall in accordance with Florida building Code Section 1804.4.
8. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persist, the building must be treated again.

### Note:

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Selected Photographs



**Photograph 1: Building elevation**



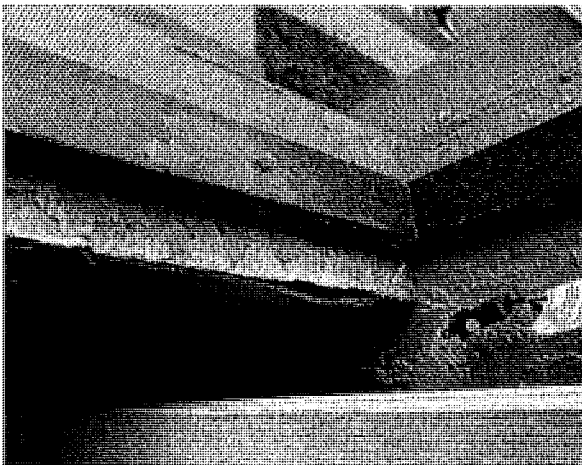
**Photograph 2: Building elevation**



**Photograph 3: Unit 105**



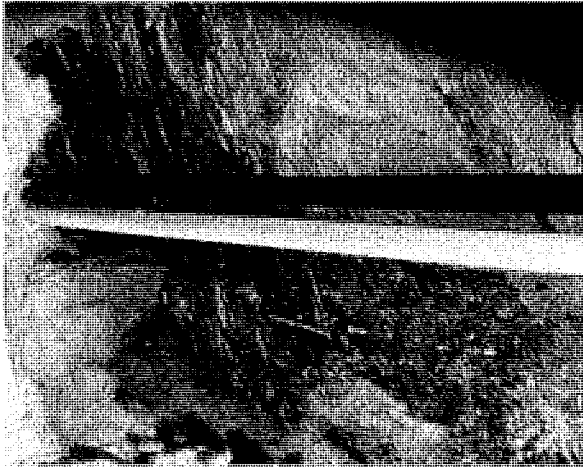
**Photograph 4: Unit 105. Opening in the exterior wall**



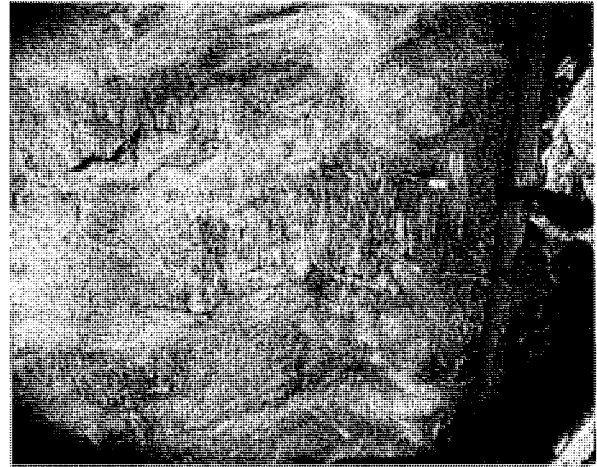
**Photograph 5: Unit 202**



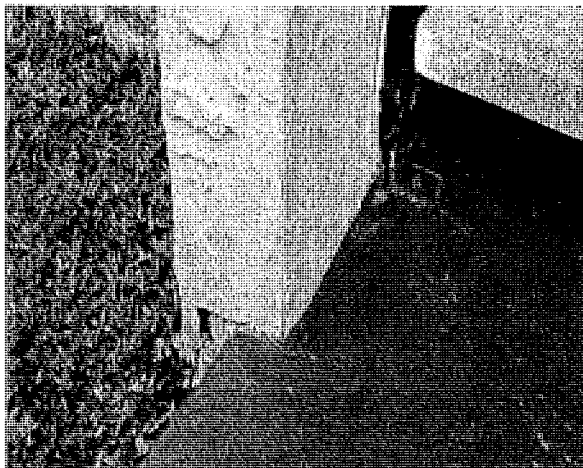
**Photograph 6: Unit 204**



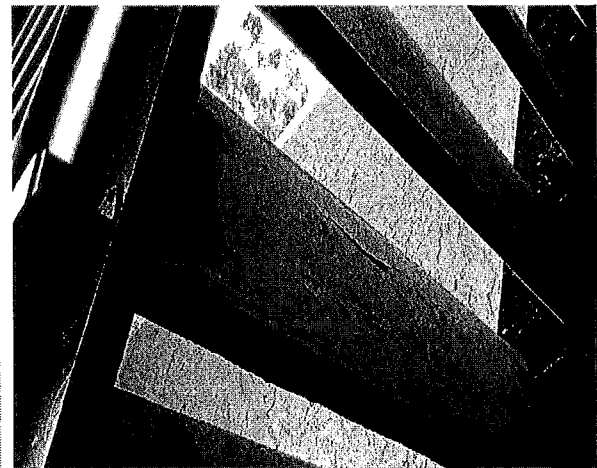
**Photograph 7: Unit 207**



**Photograph 8: Unit 208**



**Photograph 9: Opening in the exterior wall**



**Photograph 10: Concrete steps cracking**

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## Structural Assessment Report

Property Located at:

321 SW 84 AVE., BLDG 17  
PEMBROKE PINES, FL 33025



2021.10.2

0 15:47:05

-04'00'

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Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 17. ACE visited the property and conducted the assessment on October 12, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

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## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings community. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face West. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design and covered with asphalt shingles. The stairway was metal framed with concrete steps.

## Condition Summary

The entire building, excluding the metal staircase and foundation, was built with wood framing components. At the time of ACE's site visit, the condition of the building was observed to be poor. Wood studs, joists, and sheathing were significantly compromised by the ongoing long term moisture exposure and infestation of the termites. The moisture exposure occurred due to the cracks and openings that were created by failed stucco and paint. The roof trusses were observed to be infested with termites and as a result depicted isolated structural damages. The overall condition was observed to be fair. Some second-floor units stored household items within the attic space which is a Building Code violation and a fire hazard.

## Discussion

Due to the type of construction which consists of only utilizing wood materials, the building should have required special maintenance protocol to avoid any possible moisture intrusion into the structural components. In addition, termites inspection and treatment must have been performed routinely. However, ACE observed that this building was not maintained properly and as a result multiple assessed structural components depicted moisture deterioration and termites damages. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

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#### Shoring

No immediate shoring is required for this building.

#### Weather Protection

No immediate weather protection required.

#### Recommendations

1. Stucco along the perimeter walls must be stripped to the wood sheathing along the entire building.
2. The areas showing deteriorated sheathing and/or wood studs must be replaced. The remaining visibly sound structural framing must be evaluated by a special inspector.
3. The floor flat trusses must be exposed in all bathrooms and air handler closets. All moisture damaged framing must be repaired.
4. The insulation within the attic space must be vacuumed and all bottom chords of roof trusses must be inspected and repaired if found structurally damaged.
5. All household items stored in the attic space are a fire hazard and must be removed.
6. All staircases must be cleaned from corrosion, welded as needed, and painted. All cracked concrete steps must be replaced.
7. All trees and shrubs along the perimeter of the building must be removed along with its roots. The finish grade must be restored and compacted sloping away from the exterior wall in accordance with Florida building Code Section 1804.4.
8. The entire building must be treated for termites prior to the repairs and inspected again for termites following the repairs. If termites persist, the building must be treated again.

#### Note:

All work must be performed in accordance with the plans and specifications prepared by a professional engineer in accordance with Florida Building Code and approved by the local Building Department. ACE is recommending a special inspector to inspect and evaluate the work in progress.

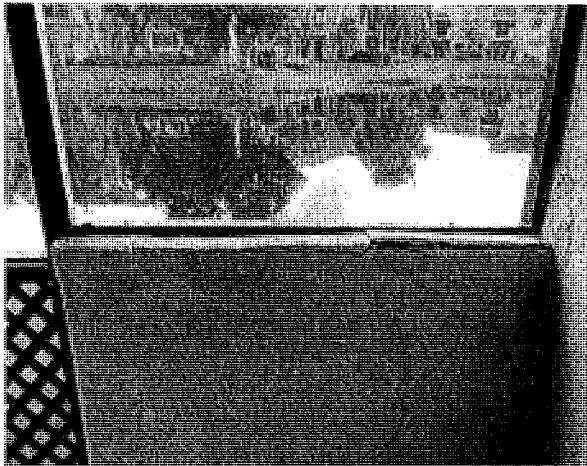
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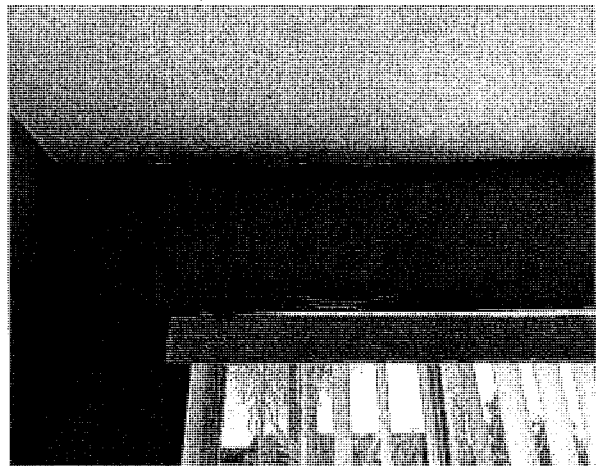
*Photograph 1: Building elevation*



*Photograph 2: Building elevation*



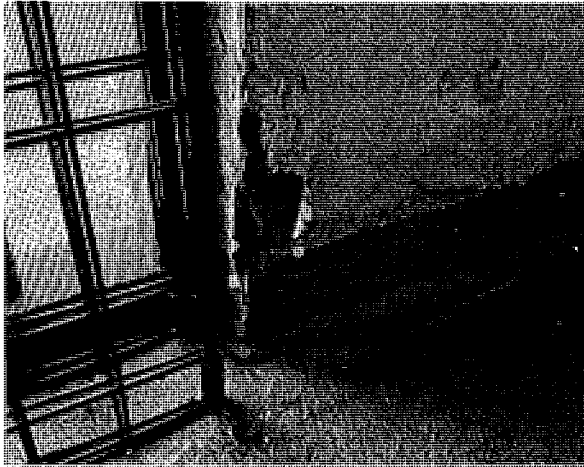
*Photograph 3: Unit 106*



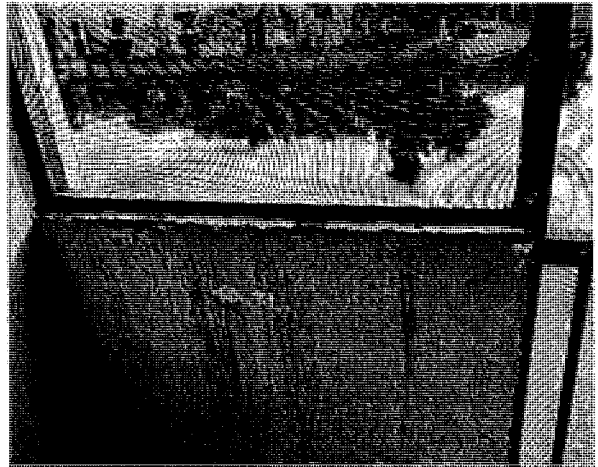
*Photograph 4: Unit 108. Moisture stains and cracks within the interiors*



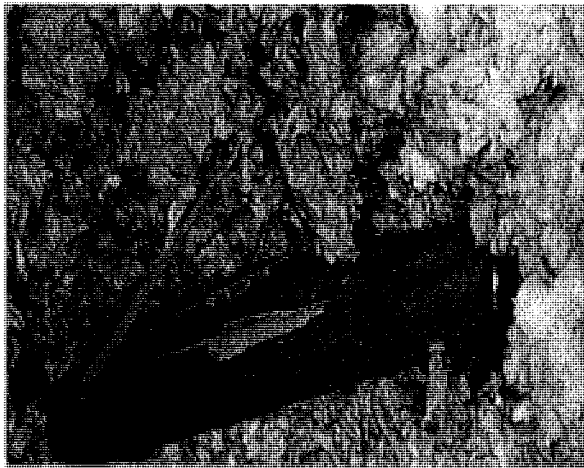
**Photograph 5: Unit 108**



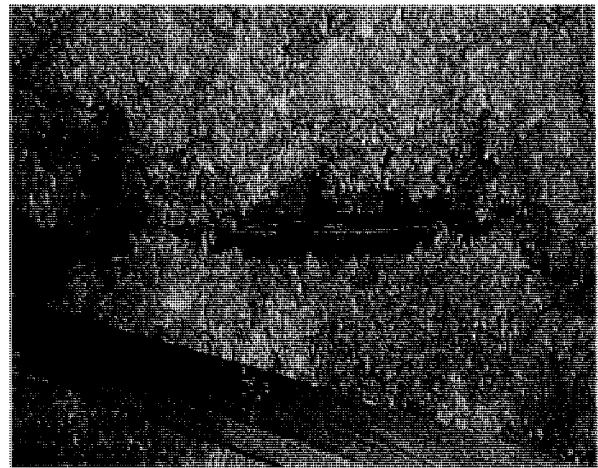
**Photograph 6: Unit 108**



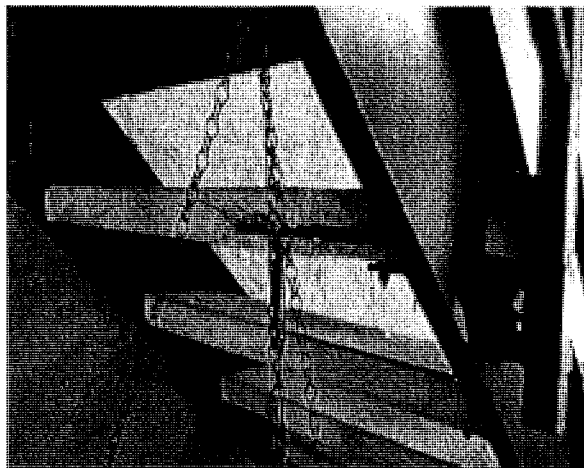
**Photograph 7: Unit 203**



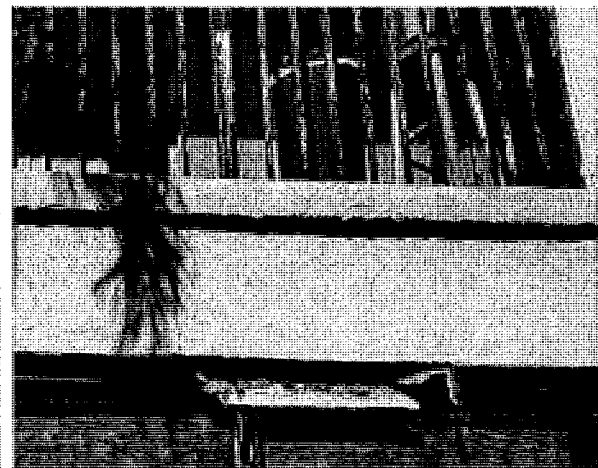
**Photograph 8: Unit 206**



**Photograph 9: Unit 201. Termites infestation and damage to the bottom truss chord**



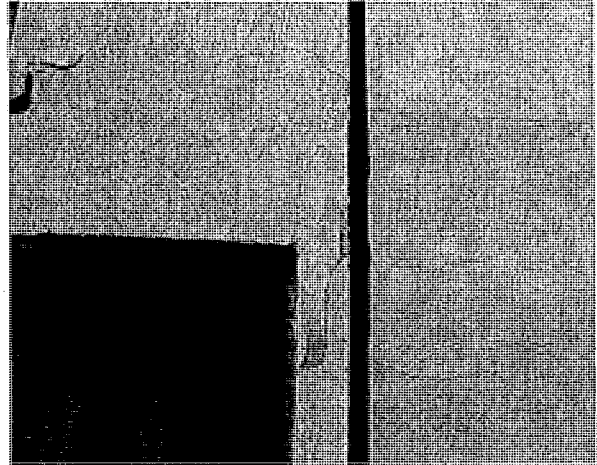
**Photograph 10: Unit 206. Termites infestation and damage to the bottom truss chord**



**Photograph 11: Spalling on the concrete step for the common staircase**



**Photograph 12: Opening in the exterior wall**



**Photograph 13: Tree root growing against the foundation**



**Photograph 14: Exterior wall cracks**

## Report Limits

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If you have any questions or require additional information, please do not hesitate to contact this office at (954) 292-7314.

Sincerely,

**Akouri Consulting Engineers**

**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062





# AKOURI CONSULTING ENGINEERS

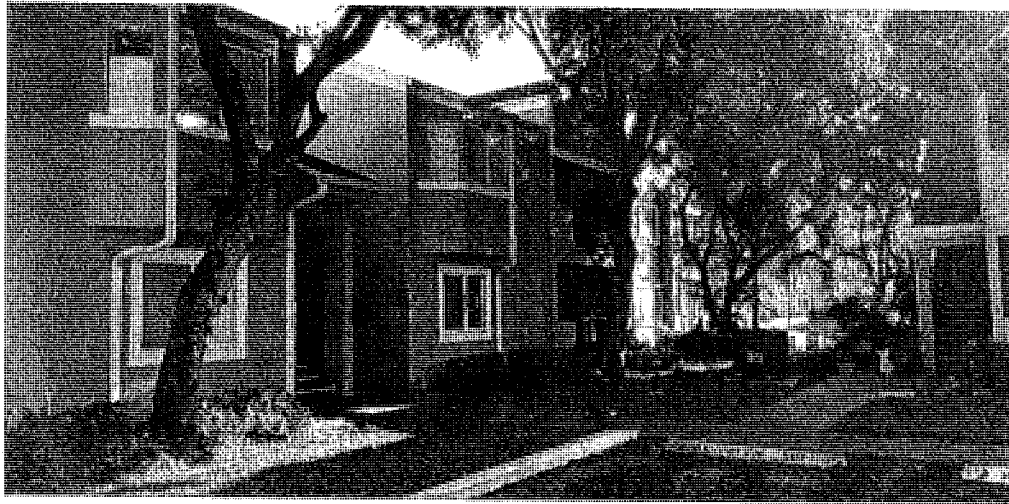
4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

241 SW 84 AVE., BLDG 18  
PEMBROKE PINES, FL 33025



2021.10.20

15:48:07

-04'00'

George Akouri, Professional Engineer, State of Florida, License No. 49526. This item has been digitally signed and sealed by George Akouri, PE, ON  
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

George Akouri, MSCE, PE

Professional Engineer, License # 0049526

General Contractor, License # CGC058841

Certified Roofing Contractor, CCC1329062

**Thursday, October 14, 2021**

Heron Pond Condominium  
Mr. Deepak Khosa  
8320 SW 1 St  
Pembroke Pines, FL 33025  
deepak@atlanticnowfl.com; 561.596.0563

**RE:** Structural Assessment Report with respect to the property located at:  
Final Report  
241 SW 84 AVE  
Pembroke Pines, FL 33025

**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

## Introduction

Heron Pond Condominium, Inc. retained the services of Akouri Consulting Engineers (ACE), for the purpose of conducting a structural assessment of Building 18. ACE visited the property and conducted the assessment on October 13, 2021. The assessment was performed in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). The International Association of Certified Home Inspectors – InterNACHI® – is the world's largest trade organization of residential and commercial property inspectors. The InterNACHI's SOP contains limitations, exceptions, and exclusions. Please be advised that InterNACHI is not a party to this report, has no control over us, and does not employ or supervise us.

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## Property

The structure was described as a 2-story 16 units condominium which is part of the nineteen (19) buildings community. According to Broward County Property Appraiser records, Heron Pond Condominium was constructed in 1989. For the purposes of this document, the front of the structure was referenced to face North. Each unit contained a balcony, and some units included a cantilevered interior space with a bay window.

The exterior walls were constructed with wooden 2x4 structural studs and plywood sheathing finished on the outside with paper felt, wire lath, applied stucco, and paint. The interior walls were wood framed construction and finished with wallboard. All balconies were framed with 2x12 wood joists spaced at 16" on center. The first floor is concrete slab on grade and the second floor consisted of plywood over wood flat trusses. The roof of the structure was framed with prefabricated wood trusses gable in design and covered with asphalt shingles. The stairway was metal framed with concrete steps.

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Due to the type of construction which consists of only utilizing wood materials, the building should have required special maintenance protocol to avoid any possible moisture intrusion into the structural components. In addition, termites inspection and treatment must have been performed routinely. However, ACE observed that this building was not maintained properly and as a result multiple assessed structural components depicted moisture deterioration and termites damages. The observed poor structural condition of the building requires immediate attention, and all compromised structural components must be addressed.

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#### Shoring

No immediate shoring is required for this building.

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No immediate weather protection required.

#### Recommendations

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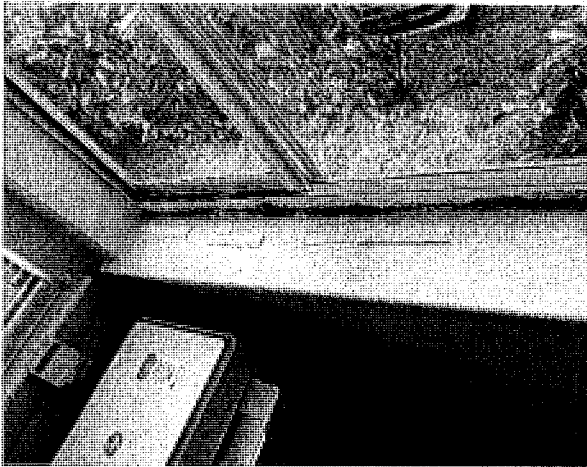
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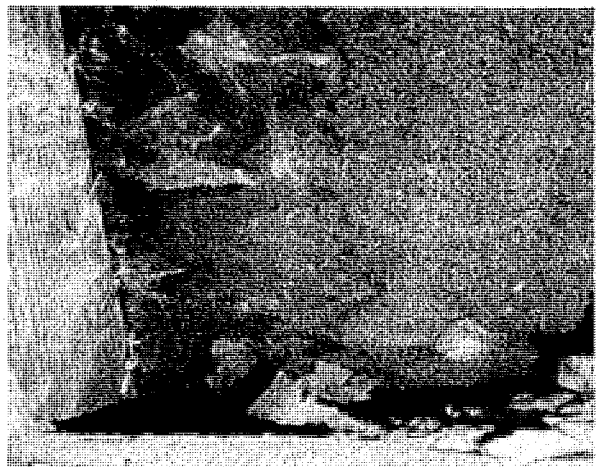
*Photograph 1: Building elevation*



*Photograph 2: Building elevation*



*Photograph 3: Unit 104. Termites infestation and moisture damage*



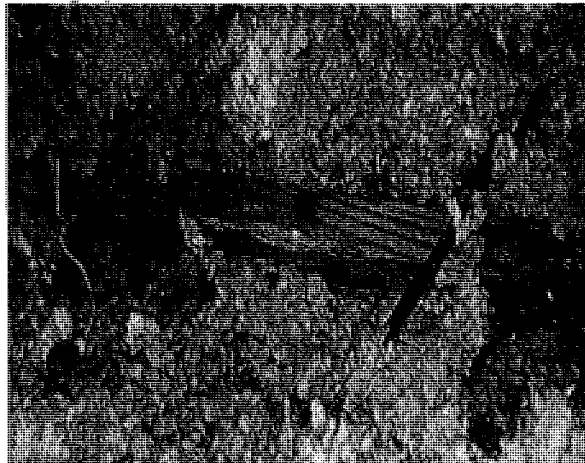
*Photograph 4: Unit 108*



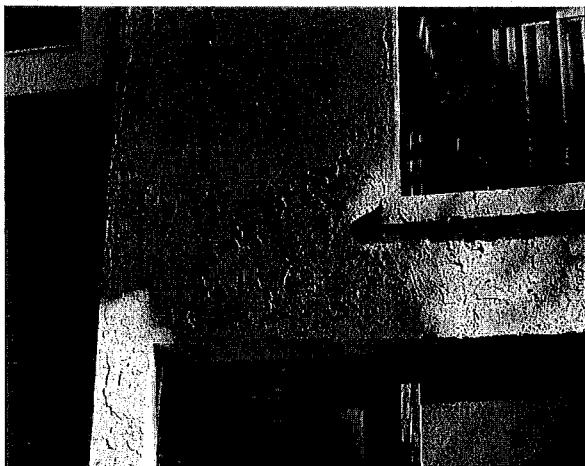
**Photograph 5: Unit 207**



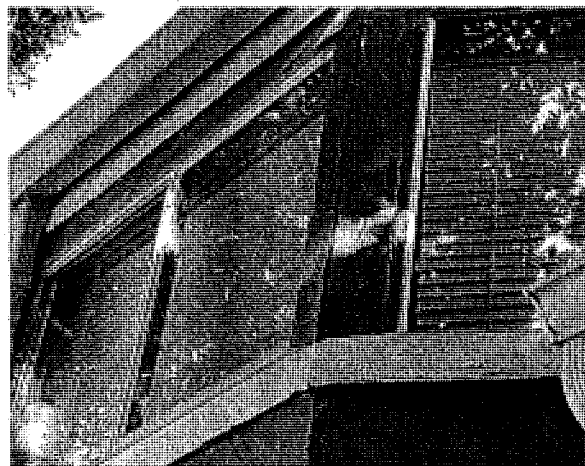
**Photograph 6: Unit 108**



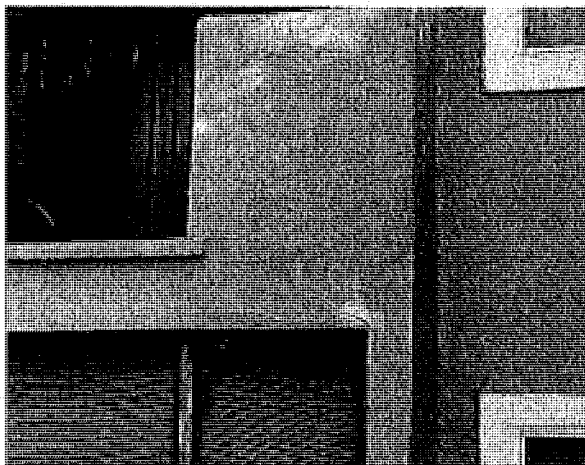
**Photograph 7: Unit 205. Sagging sheathing with the attic**



**Photograph 8: Unit 207. Termites infestation**



**Photograph 9: Exterior wall crack**



**Photograph 10: Opening in the exterior wall**



**Photograph 11: Exterior wall crack**



**Photograph 12: Tree roots growing against the foundation**



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**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062



# AKOURI CONSULTING ENGINEERS

4651 SHERIDAN ST STE. 260 HOLLYWOOD FL 33021

OFFICE: 954.989.8885 EMAIL: GEORGE@AKOURI.NET WEB: WWW.AKOURI.NET

## Structural Assessment Report

Property Located at:

161 SW 84 AVE., BLDG 19  
PEMBROKE PINES, FL 33025



2021.10.20

15:49:07

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**Copy:** Mr. Mauricio Romero  
Mauricio.romero@pmgassets.com

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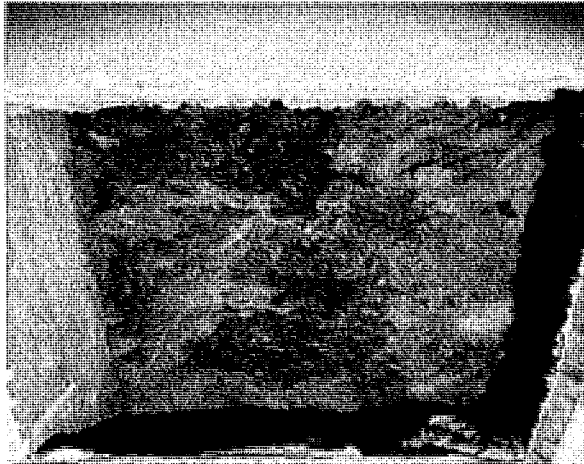
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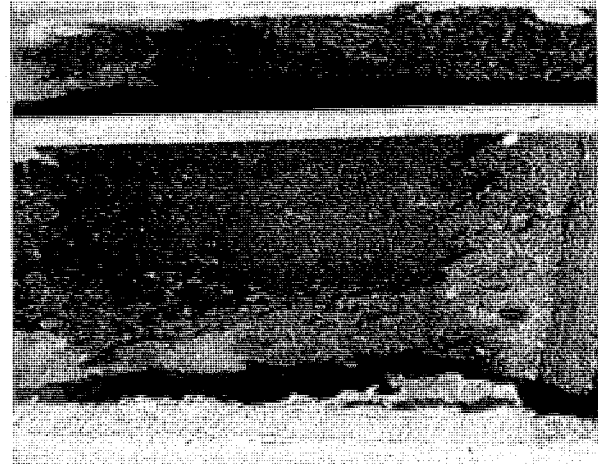
**Photograph 1: Building elevation**



**Photograph 2: Building elevation**



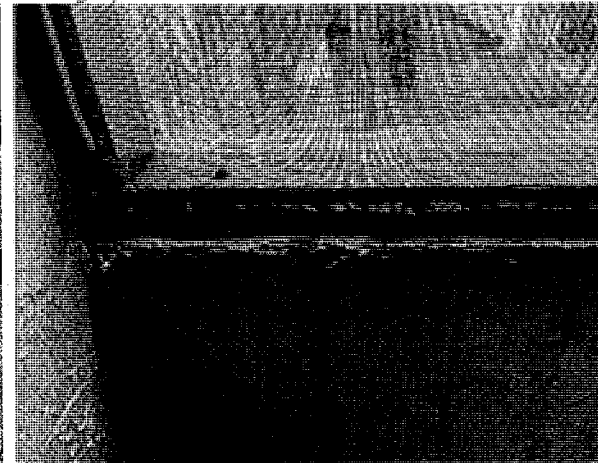
**Photograph 3: Unit 104**



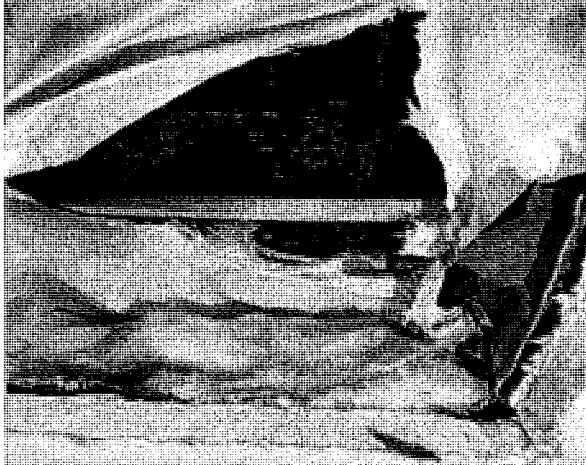
**Photograph 4: Unit 108**



**Photograph 5: Unit 201**



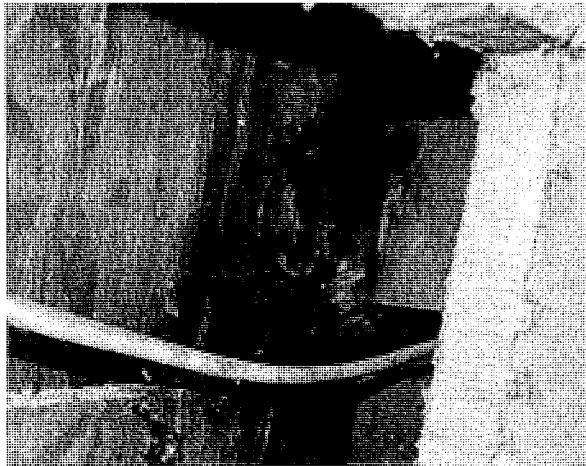
**Photograph 6: Unit 204**



*Photograph 7: Unit 206. Deteriorated sheathing*



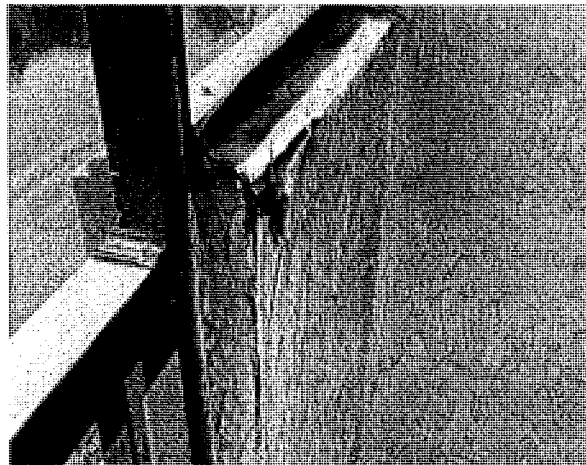
*Photograph 8: Unit 206*



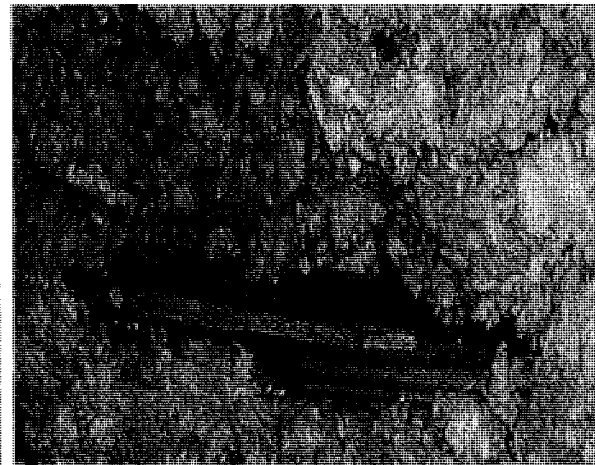
*Photograph 9: Unit 207*



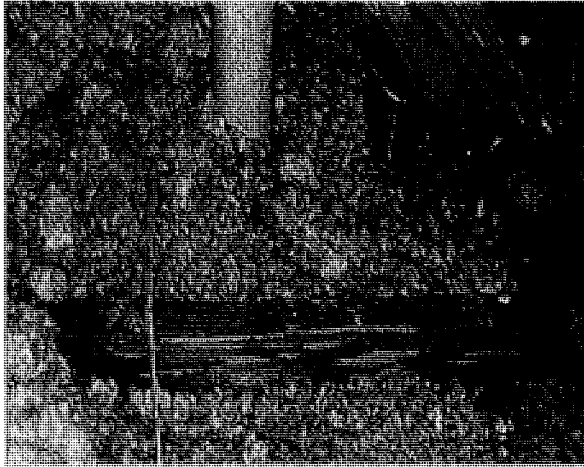
*Photograph 10: Unit 207*



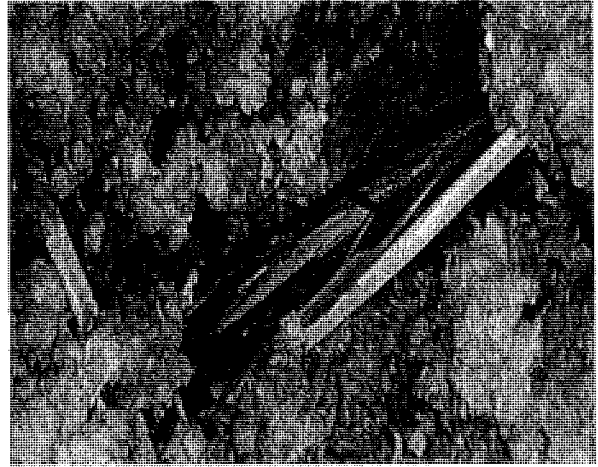
*Photograph 11: 208*



*Photograph 12: Unit 203. Termites infestation*



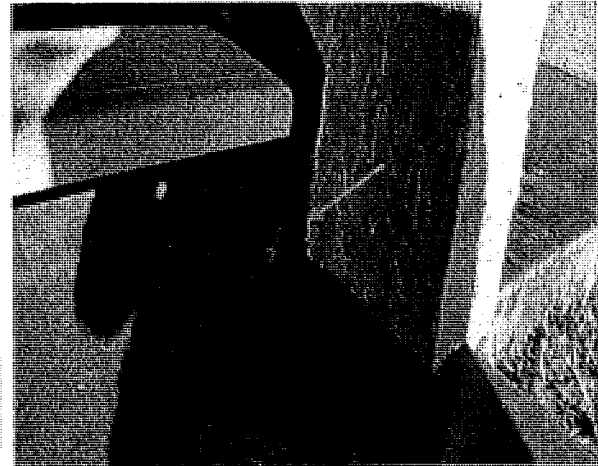
***Photograph 13: Unit 204. Termites infestation and damage to bottom truss chord***



***Photograph 14: Unit 207. Termites infestation and damage to bottom truss chord***



***Photograph 15: Opening in the exterior wall***



***Photograph 16: Corroded connection for the common metal staircase***

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Sincerely,

**Akouri Consulting Engineers**

**George Akouri, MSCE, P.E.**

Professional Engineer PE# 0049526

Certified General Contractor CGC058841

Certified Roofing Contractor CCC1329062

**COMMERCIAL LEASE AGREEMENT**

**THIS LEASE (this "Lease") dated this 27th day of October, 2023**

**BETWEEN:**

**Heron Pond Condominium of 8400 SW 1st St, Pembroke Pines, FL 33025, USA**

Telephone: (954) 696-2123  
(the "Landlord")

OF THE FIRST PART

**-AND-**

**EQS Management LLC of 9858 Clint Moore Rd, Boca Raton, FL 33496, USA**

Telephone: (954) 251-2593  
(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

**Basic Terms**

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
  - a. Landlord: Heron Pond Condominium
  - b. Address of Heron Pond Condominium: 8400 SW 1st St, Pembroke Pines, FL 33025, USA, Phone: (954) 251-2593
  - c. Tenant: EQS Management LLC
  - d. Address of EQS Management LLC: 9858 Clint Moore Rd, Boca Raton, FL 33496, USA, Phone: (954) 696-2123
  - e. Commencement Date of Lease: October 27, 2023
  - f. Base Rent: \$450.00, payable per month



- g. CAM: \$50.00, payable per month
- h. Permitted Use of Premises: Office Space
- i. Security/Damage Deposit: None

## Definitions

- 2. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 8400 SW 1st St, Pembroke Pines, FL 33025, USA;
  - c. "Common Areas and Facilities" mean:
    - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
    - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
  - d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior

walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

- e. "Premises" means the office space at 8400 SW 1st St, Pembroke Pines, FL 33025, USA.
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building;
- g. "Rent" means the total of Base Rent and Additional Rent.

### Leased Premises

- 3. The Landlord agrees to rent to the Tenant the office space municipally described as 8400 SW 1st St, Pembroke Pines, FL 33025, USA (the "Premises"). The Premises are more particularly described as follows: Office Space within Clubhouse
- 4. The Premises will be used for only the following permitted use: Office Space (the "Permitted Use")..
- 5. Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following parking on or about the Premises: Tenants Employees will be granted parking permits at no charge (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's Parking.
- 6. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
- 7. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.
- 8. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been

completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made as expeditiously as is reasonably possible.

9. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

### Term

10. The term of the Lease commences at 12:00am on October 27, 2023 and ends at 12:00 am on October 26, 2028 (the "Term").
11. Notwithstanding that the Term commences on October 27, 2023, the Tenant is entitled to possession of the Premises at 12:00 am on October 26, 2023.
12. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
13. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
14. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days notice.

### Rent

15. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$450.00 (Rent) + \$50.00 (CAM), payable per month, for the Premises (the "Base Rent" & "CAM"), without setoff, abatement or deduction.
16. The Tenant will pay the Base Rent and CAM on or before the first of each and every month of the Term to the Landlord.

17. The Tenant will be charged an additional amount of \$25.00 for any late payment of Rent.
18. The Tenant will be given a grace period of 15 days to pay Rent before late payment fees are charged.
19. In the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base Rent would be payable, or other than at the start or end of a calendar month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a thirty (30) day month to calculate the amount payable for such irregular period.
20. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

### Operating Costs

21. The Landlord will be responsible for paying the following operating costs:
  - a. property or building taxes and sales or use taxes related to the Building or this Lease;
  - b. cleaning and janitorial services;
  - c. operating and servicing elevators;
  - d. all utilities supplied to the Common Areas and Facilities;
  - e. security;
  - f. window cleaning;
  - g. all insurance relating to the Building as placed by the Landlord from time to time, acting prudently;
  - h. repairs and replacements to the Building and any component of the Building;
  - i. accounting and auditing;
  - j. provision, repair, replacement and maintenance of heating, cooling, ventilation and air conditioning equipment throughout the Building;
  - k. supplies used in relation to operating and maintaining the Building;
  - l. all outdoor maintenance including landscaping and snow removal;
  - m. operation and maintenance of parking areas; and
  - n. preventive maintenance and inspection.

## Use and Occupation

22. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Tenant.
23. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
24. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

## Quiet Enjoyment

25. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

## Default

26. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 60 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 60 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
27. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations,

obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 60 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 60 days to rectify, unless the Tenant will commence rectification within the said 60 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 60 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

28. If and whenever:

- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
- b. the Tenant fails to commence, or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, chattels and equipment out of the Premises other than in the routine course of its business;

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

29. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the

same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

### Overholding

30. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

### Renewal of Lease

31. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

### Landlord Chattels

32. The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following chattels:
- a. All Chattel currently in leased space to become property of tenant.

### Tenant Improvements

33. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. removing or adding walls, or performing any structural alterations;
  - b. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
  - c. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
  - d. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

### Utilities and Other Costs

34. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer and cable.
35. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Leased Office Premises: telephone and internet.

### Signs

36. The Tenant may erect, install and maintain a sign of a kind and size in a location. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations.

### Abandonment

37. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

### Subordination and Attornment

38. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.
39. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or



sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.

40. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

### Estoppel Certificate and Acknowledgement

41. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

### Sale by Landlord

42. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

### Tenant's Indemnity

43. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works.
44. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

### Attorney Fees

45. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

### **Governing Law**

46. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

47. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Florida (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
48. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

### **Amendment of Lease**

49. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Assignment and Subletting**

50. At any time, Tenant may, without Landlord's consent, sublet the Premises or assign this Lease or any interest therein to any Affiliate. Should Tenant desire to enter into an assignment or sublease (a "Transfer"), Tenant shall, by no later than ten (10) days prior to such Transfer, provide Landlord with written notice of its intent to do so via any manner permitted pursuant to the "Notices" provision of this Lease.

### **Bulk Sale**

51. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

### Damage to Premises

52. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

### Force Majeure

53. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay. municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

### Eminent Domain and Expropriation

54. If during the Term, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such

termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

### **Condemnation**

55. A condemnation of the Clubhouse will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

### **Tenant's Repairs and Alterations**

56. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.
57. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations.
58. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the leased space. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.

59. The Tenant will not make or permit others to make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
60. The Tenant will not install in or for the Premises any apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto.
61. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
62. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
63. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

### Landlord's Repairs

64. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls and all interiors of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees.

### Care and Use of Premises

65. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Landlord
66. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

67. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
68. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
69. The Tenant will not engage in any illegal trade or activity on or about the Premises.
70. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
71. The hallways, passages and stairs of the Building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

### **Surrender of Premises**

72. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of Rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and

fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the Term.

### Hazardous Materials

73. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

### Rules and Regulations

74. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

### Address for Notice

75. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address for service of the Tenant is the Premises during this tenancy, and 8400 SW 1st St, Pembroke Pines, FL 33025, USA after this tenancy is terminated. The phone number of the Tenant is (954) 251-2593; and
  - b. the address for service of the Landlord is 9858 Clint Moore Rd, Boca Raton, FL 33496, USA, both during this tenancy and after it is terminated. The phone number of the Landlord is (954) 696-2123.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

### No Waiver

76. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

### Landlord's Performance

77. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

### Limited Liability Beyond Insurance Coverage

78. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord's insurance.

### Remedies Cumulative

79. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

### General Provisions

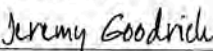
80. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
81. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
82. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.
83. All schedules to this Lease are incorporated into and form an integral part of this Lease.
84. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.



- 85. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 86. Time is of the essence in this Lease.
- 87. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
- 88. Nothing contained in this Lease is intended by the Parties to create a relationship of principal and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.

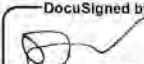
**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 27th day of October, 2023.

EQS Management LLC (Tenant)

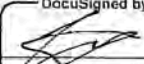
DocuSigned by:  
  
 \_\_\_\_\_  
05888480B30F43D...  
 (Agent for Tenant)  
 10/27/2023

\_\_\_\_\_  
(Witness)

Heron Pond Condominium (Landlord)

DocuSigned by:  
  
 Per: \_\_\_\_\_ (Board Member)  
6E08C4F4D0FB4D8...  
 10/27/2023

Heron Pond Condominium (Landlord)

DocuSigned by:  
  
 Per: \_\_\_\_\_ (Board Member)  
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 10/27/2023

## DANIEL J. STERMER

### Professional Background

DEVELOPMENT SPECIALISTS, INC.

2009 – Present

Managing Director

Appointed by Federal and State Courts as fiduciary to liquidate a variety of businesses and as trustee. Assist and manage Court-appointed fiduciary, including, but not limited to, receivers, trustees, and assignees for the benefit of creditors, in carrying out all aspects of their duties and responsibilities. Areas of responsibility include, but are not limited to: day to day operation of receivership/trusteeship/assignment; coordinate and assist professionals of receiver/trustee/assignee, including but not limited to legal counsel, accountants, and other professionals; investigate and determine what assets are estate property; recovery and disposition of assets of the estate; and coordinate claims process, including but not limited to, creation of process and analysis of claims. Consult and strategize with clients with regard to potential/ongoing governmental investigations/prosecutions.

LEWIS B. FREEMAN & PARTNERS, INC.

2000 - 2009

Principal

Appointed by Federal and State Courts as fiduciary to liquidate a variety of businesses and as trustee. Assist and manage Court-appointed fiduciary, including, but not limited to, receivers, trustees, and assignees for the benefit of creditors, in carrying out all aspects of their duties and responsibilities. Areas of responsibility include, but are not limited to: day to day operation of receivership/trusteeship/assignment; coordinate and assist professionals of receiver/trustee/assignee, including but not limited to legal counsel, accountants, and other professionals; investigate and determine what assets are estate property; recovery and disposition of assets of the estate; and coordinate claims process, including but not limited to, creation of process and analysis of claims. Consult and strategize with clients with regard to potential/ongoing governmental investigations/prosecutions.

MIAMI/FT. LAUDERDALE

500 West Cypress Creek Road, Suite 400 • Fort Lauderdale, FL 33309 • Telephone: 305.374.2717 • Fax: 305.374.2718 • [www.DSIConsulting.com](http://www.DSIConsulting.com)

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OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LEGAL AFFAIRS  
STATE OF FLORIDA  
1996 - 2000  
Assistant Attorney General

*Economic Crimes Litigation Unit*

Commence and participate in all facets of civil enforcement pre-complaint investigations and litigation related to Florida's Deceptive and Unfair Trade Practices Act and Racketeering Influenced Corrupt Organizations Act, from inception of investigation through trial; coordinate, participate, and work with federal/state/local law enforcement actions and prosecutions; commence and participate in litigation in the United States Bankruptcy Court for the Southern District of Florida.

OFFICE OF THE BRONX COUNTY DISTRICT ATTORNEY  
1988 -1996

Special Assistant United States Attorney - Southern District of New York  
*Organized Crime Unit*

Cross-designated for a federal/state investigation/prosecution that has resulted in thirteen pleas of guilty and two convictions after trial; initiated original state prosecution.

Assistant District Attorney

*Major Case Narcotics Investigation Unit/Housing Task Force/Narcotics Bureau/Appeals Bureau*  
Selected to serve in federally funded task force prosecuting high volume narcotics trafficking and related violent crime, including homicide, occurring in public housing projects; authorize and draft search warrants; debriefed confidential informants; and investigated street gangs.

Participated in all facets of extensive litigation, from pretrial motions and hearings to felony judge and jury trials; including sale of narcotics to undercover police officers and possession of guns and drugs; voir dire, witness examination, expert witness testimony, and summations; presentation of cases to the Grand Jury; conducted extensive plea bargaining with judges and attorneys; and handling of multiple cases simultaneously in an effective, expeditious manner.

Researched, briefed and argued in excess of twenty-five cases before Appellate Division, First Department; litigated federal habeas corpus petitions in the Southern District of New York; litigated post-judgment motions, extradition and rendition proceedings, Article 78 petitions and mental competency law, during which witnesses were often presented.

## **Education**

Juris Doctor                    1988  
Touro College, Jacob D. Fuchsberg Law Center - Huntington, New York

Bachelor of Arts            1984  
State University of New York at Binghamton - Binghamton, New York

## **Certifications and Licenses**

Federal:	Southern District of New York	1989
	Eastern District of New York	1989
State:	New York	1989
	Florida	1995
Mediator:	Florida Certified Circuit Civil	2015

## **Elected Office**

City of Weston  
Mayor

November 2012 – November 2020 – Term Limited Out of Office

November 2016 – November 2020 – Elected Unopposed

November 2012 – November 2016 – Elected Unopposed

- Appointed to serve on Broward County Planning Council
  - Elected Chair – 2017/2018, 2018/2019, 2019/2020, and 2020/2021
  - Elected Secretary – 2015/2016 and 2016/2017
- Served as President – Broward League of Cities – 2019/2020
- Appointed to serve at Chair – Broward League of Cities Ethics Task Force – 2014/2015, 2015/2016, 2016/2017 and 2017/2018
- Appointed to serve on Ad Hoc Committee regarding Affordable Housing comprised of representatives from Board of County Commissioners, Broward County Planning Council, and Broward League of Cities
- Appointed to serve on The Oversight Committee for the Implementation of the Interlocal Agreement for Public School Facility Planning, Broward County, Florida
  - Elected Chair – 2014/2015, 2015/2016, 2016/2017, 2017/2018, 2018/2019, and 2019/2020
- Appointed to serve on the Board of Directors of the Florida League of Cities – 2015 – 2020

City of Weston  
Commissioner

September 2002 – November 2010 – Term Limited Out of Office

- First Elected in 2002 Special Election and Re-Elected in 2003 and 2006 (unopposed)
- Elected Chair of Broward Metropolitan Planning Organization – 2007/2008 – 2008/2009 – 2009/2010 – 2010/2011

- Elected Vice Chair of Broward Metropolitan Planning Organization – 2005/2006 and 2006/2007
- Designated to serve as Weston’s representative to the Metropolitan Planning Organization
- Elected First Vice President of the Broward League of Cities – 2010/2011
- Elected Second Vice President of the Broward League of Cities – 2009/2010
- Elected Secretary of the Broward League of Cities – 2008/2009
- Appointed Chairperson of the Broward League of Cities Sustainability Committee 2007/2008 - 2008/2009 – 2009/2010
- Appointed Chairperson of the Broward League of Cities Transportation Committee 2006/2007
- Designated to serve as Weston’s representative on the Broward League of Cities Board of Directors
- Appointed to serve on The Oversight Committee for the Implementation of the Interlocal Agreement for Public School Facility Planning, Broward County, Florida
- Member of the Broward League of Cities Growth Management Committee

### **Membership and Community Involvement**

*Adjunct Professor* – St. Thomas University School of Law (Fall 2006, Fall 2007, Fall 2009)

Receivership Practice and the Inter-Relationships Between the Legal, Accounting, and Business Worlds

*General Counsel* – Weston Business Chamber/Greater Fort Lauderdale Chamber of Commerce

*President* – Broward Professional Alliance (2006/2007)

*Personnel Vice President* – B’Nai Aviv (2002 – 2004)

American Bankruptcy Institute

Broward County Bar Association

Bankruptcy Bar Association of the Southern District of Florida

Central Florida Bankruptcy Law Association

Tampa Bay Bankruptcy Bar Association

Northern District of Florida Bankruptcy Bar Association

B’Nai Brith Justice Unit

*Program Chair* - Florida Receivers Forum (2006 – 2009)

*Executive Committee/Steering Committee* – Florida Fiduciary Forum (2009 – Present)

*Member* – The Florida Bar, Business Law Section, Bankruptcy/UCC Committee – Receivership Study Group (2010 - Present)

*Member* – The Florida Bar, Business Law Section, Bankruptcy/UCC Committee – Assignment for the Benefit of Creditors Study Group (2010 – Present)

*Member* – The Florida Bar, Business Law Section, Bankruptcy/UCC Committee – Municipal Financial Distress Study Group (2013)

### **Awards and Recognition**

2023 South Florida Legal Guide – Top CPAs and Financial Professionals

2022 South Florida Legal Guide – Top CPAs and Financial Professionals

2021 South Florida Legal Guide – Top CPAs and Financial Professionals  
2020 South Florida Legal Guide – Top CPAs and Financial Professionals  
2019 South Florida Legal Guide – Top CPAs and Financial Professionals  
2018 South Florida Legal Guide – Top CPAs and Financial Professionals  
2017 South Florida Legal Guide – Top CPAs and Financial Professionals  
2016 South Florida Legal Guide – Top CPAs and Financial Professionals  
2015 South Florida Legal Guide – Top CPAs and Financial Professionals  
2014 South Florida Legal Guide – Top CPAs and Financial Professionals  
2013 South Florida Legal Guide – Top CPAs and Financial Professionals  
2012 South Florida Legal Guide – Top CPAs and Financial Professionals  
2009 Daily Business Review – Most Effective Lawyers: South Florida  
Broward League of Cities - President's Award – 2006/2007  
B'Nai Aviv – President's Award – 2004  
Broward County Young Democrats – Trailblazer of the Year Award - 2003  
United States Department of Justice – Drug Enforcement Administration – Certificate of Appreciation – 1995  
Named Mayor of the Year – 2017 – Broward County Professional Firefighters and Paramedics

**Speaking Engagements/Publishing/Appearances**

American Bankruptcy Institute – Winter Leadership Conference – 2017  
International Clawbacks – How Long Is The Arm Holding The Claw - Panelist

The Florida Bar Out-of-State Division/State-To State - Fall 2017  
An Introduction to Assignments for the Benefit of Creditors

New York Law Journal – Outside Counsel – September 2, 2015  
Non-Bankruptcy Alternative: Assignments for the Benefit of Creditors

American Bar Association – Corporate Governance Committee – August 6, 2015  
Webinar - Panel Discussion – Who Will Be There To Shut Out The Lights

Daily Business Review – June 16, 2015  
ABCs: Easier and Cheaper Than Bankruptcy

The Florida Bar – Business Law Section – Bankruptcy Court Evidence: Boot Camp – May 2015  
Participant in Mock Trial

American Bar Association – Business Law Section Annual Spring Meeting – Corporate Governance Committee - April 2015  
Panel Discussion – Who Will Be There To Shut Out The Lights -

The Florida Bar – Business Law Section – Bankruptcy/UCC Committee – June 2014

Panel Discussion - State Law Receiverships

The Florida Bar – Business Law Section – Bankruptcy/UCC Committee – May 2014  
Professional Fiduciary: Responsibilities and Duties - Panel Discussion - Receivership Basics

CNN – December 2013  
Fraud Specialist - Target Credit Card Hacking Incident

Office of the Attorney General – State of Florida – July 2013  
Consumer Protection Summer Conference - Receivership Panel

Turnaround Management Association – May 2013  
Government Budgets and Related Issues

South Florida Legal Guide - Financial Edition – October 2012  
Choosing A Proper Fiduciary

In Session – CNN – October 2012  
Fraud Specialist – Illinois v. Kristin Holzman

Florida State Firefighter Convention, International Association of Fire Fighters – IAFF  
Designing and Implementing Sustainable Pension Programs, June 2012

Office of the Attorney General – State of Florida – June 2012  
Economic Crimes Litigation Unit Summer Conference  
Injunction/Asset Freeze/Receivership Panel

The 4<sup>th</sup> National Municipal Bond Summit – March 2012  
The Politics of Restructuring

Financial Stress in Governments, Wharton School of the University of Pennsylvania  
Hosted by Fels Institute of Government  
Basics of Restructuring: What a Restructured Government Might Look Like  
January 2012

The Florida Bar – Business Law Section – Bankruptcy/UCC Committee - August 2010  
Hot Topics in Assignment for the Benefit of Creditors Since the 2007 Amendments

South Florida Business Journal – August 2002  
Internet Adds New Twist To Traditional Acts of Fraud

**Daniel J. Stermer**  
**Fiduciary Matter and Other Highlights**

Mr. Stermer served as Receiver for the Hess Kennedy Receivership Estate, a matter commenced by the Florida Attorney General's Office alleging deceptive and unfair trade practice act violations against a number of debt settlement and debt consolidation entities which failed to provide services as promised to more than 90,000 consumer clients nationwide. As Receiver, Mr. Stermer obtained in excess of \$150 million in debt forgiveness for consumers, tradeline deletions for more than 15,000 consumers, and has conducted an extensive claims procedure including more than 20,000 submitted claims, resulting in a \$0.305-per-Approved-Claimant distribution.

Mr. Stermer also served as Assignee for the benefit of creditors, in state court liquidation proceedings, of Global Bullion Exchange, LLC, and an affiliated entity that were involved in a Ponzi scheme involving the sale of precious metals and coins to consumers across the country. The United States Attorney's Office prosecuted the principal of Global, resulting in a term of incarceration of 151 months in addition to entry of a restitution order in excess of \$17.4 million.

**Additional Highlights:**

- Appointed Trustee of a Creditor Trust in a pending bankruptcy matter to investigate and prosecute causes of action
- Appointed Chief Restructuring Officer in a bankruptcy matter of an entity that owns a shopping center where the Stakeholders are deadlocked
- Appointed Corporate Monitor in a guardianship proceeding of a home health agency
- Appointed Receiver in a state enforcement action, particularly Office of the Attorney General, alleging deceptive trade practice related to computer tech support firms
- Appointed Receiver in a state enforcement action, particularly Office of the Attorney General, alleging deceptive trade practices related to a debt management firm
- Appointed Receiver in a state enforcement action, particularly Office of the Attorney General, alleging deceptive trade practices related to real property land trust entities
- Appointed Receiver in a state enforcement action, particularly Office of the Attorney General, alleging deceptive trade practices related to travel related entities
- Appointed Receiver in a state enforcement action, particularly Office of the Attorney General, alleging deceptive trade practices related to an automobile loan modification company
- Appointed Receiver in state enforcement action, particularly Office of Financial Regulation, alleging deceptive practices related to a mortgage modification business
- Appointed Receiver in state enforcement action, particularly Office of the Attorney General, alleging deceptive trade practices related to debt settlement/consolidation services



- Appointed Trustee in a criminal prosecution commenced by the United States Attorney's Office as a condition of bail for an individual defendant
- Appointed Receiver in a federal enforcement action, particularly Securities and Exchange Commission, alleging deceptive practices related to the sale of unregistered securities
- Mayor, City of Weston, Florida, 2012 to 2020, ending his term due to term limits
- Commissioner, City of Weston, Florida, 2002 through 2010, ending his term due to term limits
- Named in the 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023 South Florida Legal Guide's list of Top CPA and Financial Professionals; and in the 2009 Daily Business Review's list of Most Effective Lawyers – South Florida

**DANIEL J. STERMER**  
**FIDUCIARY APPOINTMENTS**  
**AS OF MARCH 2024**

<u>CASE NAME</u>	<u>FIDUCIARY CAPACITY</u>	<u>CASE NO.</u>	<u>COURT</u>	<u>SYNOPSIS</u>
In re: Armor Health Management, LLC	Assignee for the Benefit of Creditors	2023-024558-CA-01	11 <sup>th</sup> Judicial Circuit Miami-Dade County, Florida	Patient health care and office operations
In re: Armor Correctional Health & Medical Services of New Yor, Inc.	Assignee for the Benefit of Creditors	2023-024841-CA-01	11 <sup>th</sup> Judicial Circuit Miami-Dade County, Florida	Patient health care and office operations
Office of Financial Regulation, State of Florida v. National Senior Insurance, Inc. D/B/A/ Seeman Holtz et al.	Receiver/Corporate Monitor	50-2021 -CA-008718-XXXX-MB	15th Judicial Circuit Palm Beach County, Florida	Sale of Securities and Placement Memoranda
Pacific Ltd. Corp.	Assignee for the Benefit of Creditors	2021-000932-CA (43)	11th Judicial Circuit Miami-Dade County, Florida	Sale of resins and related products
In re: Arnold Katz	Liquidating Trustee	19-15991-MAM	United States Bankruptcy Ct. Southern District of Florida West Palm Beach Division	Sale of Limited Member Interests
In re: Melbourne Beach, LLC	Chief Restructuring Officer	17-bk-07975-KSJ	United States Bankruptcy Ct. Middle District of Florida Orlando Division	Shopping Center
In re: ATIF, Inc.	Litigation Trustee	17-bk-01712-FMD	United States Bankruptcy Ct. Middle District of Florida Ft. Myers Division	Title Insurance Fund
HMC Assets, LLC Solely in its Capacity as Separate Trustee for Civic Holdings V-C Trust v. Walter Puls, et al.	Receiver	18-000707-CACE	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Real Estate Foreclosure
Residential Mortgage Loan Trust I, by US Bank National Association, Not in its Individual Capacity but Solely as Legal Title Trustee v. Bruno One, Inc. et al	Receiver	18-CA-005965	13 <sup>th</sup> Judicial Circuit, Hillsborough County, Florida	Real Estate Foreclosure
Revolving Mortgage Investment Trust 2017-BRQ1, U.S. National Association, Not in its Capacity but Solely as Trustee v. Jotanoma, LLC et al	Receiver	2018-CA-000429	12 <sup>th</sup> Judicial Circuit, Sarasota County, Florida	Real Estate Foreclosure
HMC Assets, LLC v. Doreen Foster	Receiver	17-023082-CACE	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Real Estate Foreclosure
Ricardo Da Veigarassam Cortese v. Ram Khurana, et al.	Receiver	14-CA-014172-Div MB	15 <sup>th</sup> Judicial Circuit Palm Beach County, Florida	Vehicle Sales/Repair
In re: Guardianship of Enrique Bassas, Sr., Ward	Corporate Monitor	15-1842 GD 01	11 <sup>th</sup> Judicial Circuit Miami-Dade County, Florida	Home Health Agency

**DANIEL J. STERMER**  
**FIDUCIARY APPOINTMENTS**  
**AS OF MARCH 2024**

**CASE NAME**

**FIDUCIARY CAPACITY**

**CASE NO.**

**COURT**

**SYNOPSIS**

Office of the Attorney General, Department of Legal Affairs, State of Florida v. Client Experts Care, LLC, f/k/a First Choice Tech Support, LLC, Client Care Experts, Inc., Michael Seward, and Kevin McCormick	Receiver	16-CA-006963-Div AG	15 <sup>th</sup> Judicial Circuit Palm Beach County, Florida	Computer Tech Support
Office of the Attorney General, Department of Legal Affairs, State of Florida v. Financial Help Services, Inc., Nation Wide Consumer Debt Relief, Inc., and Bobby R. Blackmon	Receiver	15-012403-CA-14	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Debt Management Firm
CWI Real Estate, Inc.	Assignee for the Benefit of Creditors	15 CA 001990	4 <sup>th</sup> Judicial Circuit Duval County, Florida	Bank Holding Company
Minimalist Solutions, Inc.	Assignee for the Benefit of Creditors	14-28949-CA-40	11 <sup>th</sup> Judicial Circuit Miami-Dade County, Florida	Check Cashing Store(s)
MIA Design Group, LLC	Assignee for the Benefit of Creditors	14-20287-CA-40	11 <sup>th</sup> Judicial Circuit Miami-Dade County, Florida	Printing Firm
Office of the Attorney General, Department of Legal Affairs, State of Florida v. Robert J. Vitale, The Cambridge Land Trust Company, LLC, and The Hartford Land Trust Company, LLC	Receiver	13-19356-CA-12	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Real Property Land Tru
State of Florida, Office of the Attorney General, Department of Legal Affairs v. Suncoast Incentives, LLC, ZRC Holdings, Inc. d/b/a Royal Palm Vacations et al.	Receiver	09-15842-CI-021	6 <sup>th</sup> Judicial Circuit Pinellas County, Florida	Travel Related Entities
FCS Services, Inc.	Assignee for the Benefit of Creditors	14-003074-CA-40	11 <sup>th</sup> Judicial Circuit Miami-Dade County, Florida	Security Guard Firm
Carver Ranches Community Development Corporation v. Carver Ranches Day Care Center and Kindergarten Association, Inc.	Receiver	10-30773-CA-09	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Property Dispute Among Owners
Jorge C. Mederos v. The Palms at Dania Beach Condominium Association, Inc.	Receiver	12-031882-CA-09	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Condominium Association governance issues
Office of the Attorney General, Department of Legal Affairs, State of Florida v. Relief Group International, LLC, Auto Relief Group, LLC, Auto Relief Group II, LLC, et al.	Receiver	10-25743-CA-09	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Automobile Loan Modification Company

**DANIEL J. STERMER**  
**FIDUCIARY APPOINTMENTS**  
**AS OF MARCH 2024**

<u>CASE NAME</u>	<u>FIDUCIARY CAPACITY</u>	<u>CASE NO.</u>	<u>COURT</u>	<u>SYNOPSIS</u>
GWP Aventura Land LLC v. Carolyn Pappas Jackson, Steven Joseph Pappas, as Trustee, and Brian James Pappas	Receiver	10-23667-CA-13	11 <sup>th</sup> Judicial Circuit Miami-Dade County, Florida	Breach of Contract Real Estate Foreclosure
TBOM v. Canty	Receiver	10-03052-CA-14	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Real Estate Foreclosure
Diversified Investment Group, Inc.	Assignee for the Benefit of Creditors	10-03076-CA-40	11 <sup>th</sup> Judicial Circuit Miami-Dade County, Florida	Precious Metal Broker
Global Bullion Exchange, LLC	Assignee for the Benefit of Creditors	10-03077-CA-40	11 <sup>th</sup> Judicial Circuit Miami-Dade County, Florida	Precious Metal Broker
Peer Center, Inc.	Assignee for the Benefit of Creditors	09-15728-CA-05	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Not for Profit Mental Health Provider Who Lost DDC Funding
Fieldstone Lester Shear & Denberg, LLP	Receiver	09-00434-CA-40	11 <sup>th</sup> Judicial Circuit Miami-Dade County, Florida	Law Firm Dissolution
State of Florida, Office of Financial Regulation vs. Outreach Housing, Inc. and Blair Wright	Receiver	09-05218-CA-12	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Mortgage Modification Company
Wesoloski v. Paredes	Receiver	07-010265-CA-09	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Property Dispute/Ejectment
Office of the Attorney General, Department of Legal Affairs, State of Florida v. Laura L. Hess, Esq., Laura Hess & Associates, P.A., Hess Kennedy Chartered, LLC and The Consumer Law Center, LLC, et al	Receiver	08-007686-CA-08	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Debt Settlement/Debt Management Processing
Crabtree South, Inc.	Chief Restructuring Officer Assignor	08-19795-CA-21	17 <sup>th</sup> Judicial Circuit Broward County, Florida	Used Car Sales
United States of America v. Frank O'Donnell	Trustee	06-60184-CR-COHN	US District Court Southern District of Florida Fort Lauderdale, Florida	Trustee for Family Trust Condition of Bail
Velisarios v. Koutsofios	Receiver	03-07034-CA-14	17 <sup>th</sup> Judicial Circuit Broward County, Florida	In Aid of Execution
Securities and Exchange Commission v. Virtual Cash Card, LLC d/b/a Virtual Cash, Eric L. Turner, Kenneth M. May, Omni Advertising, and Anthony Pinone	Receiver	02-61672-CIV-COHN/SNOW	U.S. District Court Southern District of Florida Fort Lauderdale, Florida	Sale of Unregistered Securities Accounts Receivable Purchase Agreements