

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,  
IN AND FOR ORANGE COUNTY, FLORIDA

DOCKSIDE AT VENTURA  
CONDOMINIUM ASSOCIATION, INC.,

Plaintiff

v.

Case No.: \_\_\_\_\_

SFR SERVICES, LLC; SOUTHERN  
FLORIDA RESTORATION, LLC; and,  
SOUTH FLORIDA REAL ESTATE, LLC,

Defendants.

\_\_\_\_\_ /

**COMPLAINT**

Plaintiff, DOCKSIDE AT VENTURA CONDOMINIUM ASSOCIATION, INC. (“Dockside”), by and through undersigned counsel, sues Defendants, SFR SERVICES, LLC (“SFR”); SOUTHERN FLORIDA RESTORATION, LLC (“RESTORATION”); and, SOUTH FLORIDA REAL ESTATE, LLC (“SFRE”), and alleges as follows:

**INTRODUCTION**

Condominium associations are governed by the laws, rules, and regulations of Florida. Condominium associations have board of director seats, and those directors must act as fiduciaries for the benefit of the association and its unit owners. From time to time, general contractors, lenders, and others who attempt to work with condominium associations, take unfair advantage of their client. Here, Defendants have taken unfair advantage of Dockside, and Dockside brings this declaratory judgment lawsuit to determine its rights and obligations with respect to Defendants.

## **PARTIES, JURISDICTION, AND VENUE**

1. This is an equitable action that includes claims for injunctive and declaratory relief regarding a matter that exceeds \$50,000.00, exclusive of interest, attorneys' fees, and costs. Accordingly, jurisdiction is vested in this Court.

2. Plaintiff, DOCKSIDE AT VENTURA CONDOMINIUM ASSOCIATION, INC. (hereinafter, "Dockside"), is a Florida not-for-profit corporation, and is responsible for the maintenance, operation, management, and administration of the Dockside at Ventura Condominium ("Condominium") in accordance with Chapter 718 of the Florida Statutes. The plaintiff's principal office is located at 2580 Woodgate Blvd, in the City of Orlando, in Orange County, in the State of Florida.

3. Plaintiff is a condominium association, as defined by Section 718.103(2), of the Florida Statutes (2023) and authorized to bring this action pursuant to Section 718.116 of the Florida Statutes (2023).

4. Defendant, SFR SERVICES, LLC ("SFR"), is a Florida limited liability company, with a principal address of 2336 SE Ocean Boulevard, #279, Stuart, Martin County, Florida 34996. The manager is listed as Mr. Ricky McGraw with the same address.

5. Defendant, SOUTHERN FLORIDA RESTORATION, LLC ("RESTORATION"), is a dissolved Florida limited liability company, with a principal address of 2336 SE Ocean Boulevard, #279, Stuart, Martin County, Florida 34996. The manager is listed as Mr. Ricky McGraw with the same address.

6. Defendant, SOUTH FLORIDA REAL ESTATE, LLC ("SFRE"), is a Florida limited liability company, with its principal office located at 2336 S.E. Ocean Boulevard, Suite

278, Stuart, Martin County, Florida 34996. The manager is listed as Mr. Ricky McGraw with the same address.

7. Venue for this claim is proper in Orange County, Florida because the subject condominium association is located in Orange County, Florida. Defendants are Florida entities.

### **GENERAL ALLEGATIONS**

8. Dockside is a condominium association with its principal place of business located at 2580 Woodgate Blvd, Orlando, Florida. Dockside is the legal entity responsible for the operation and maintenance of the condominium, and Dockside conducts the business of the Dockside community, located in Orange County, Florida.

9. As of the date of filing of this lawsuit, Dockside's management company and registered agent is Access Management.

10. Dockside is governed by Chapter 718 of the Florida Statutes, as well as written Bylaws, by a Declaration of Condominium and Articles of Incorporation, (collectively "Governing Documents") establishing Dockside at Ventura Condominium Association, Inc. Dockside contains two hundred and sixty-six (266) units.

11. In late September and early October 2022, Dockside suffered substantial losses due to Hurricane Ian, particularly to the first-floor units due to flooding.

12. Although Access Management provided notice and an agenda for a re-scheduled annual meeting in October 2022, Dockside did not hold an Annual Meeting of the Membership & Election of Directors in October 2022. There was no annual meeting, and there was no election of the board of directors in October 2022. There are no minutes of board meetings from October 2022. Instead, Defendants conducted a meeting that was not open to all of the membership of Dockside, going so far as to call the authorities to bar unit owners from accessing the meeting.

13. In October 2022, then-Board President Richard Pannullo signed a contract with SFR Services, LLC, regarding temporary repairs or remediation following Hurricane Ian, providing a lien in favor of SFR Services, LLC on all proceeds obtained by Dockside in any insurance claim. The former (recalled) board members of Dockside did not provide proper notice to Dockside's unit owners regarding this obligation. A copy of SFR's Letter of Protection is attached as **Exhibit "A."**

14. In June 2023, then-Board President Richard Pannullo signed a contract with Merlin Law Group, P.A., regarding claims for wind and flood damage arising from Hurricane Ian. The former (recalled) board members of Dockside did not provide proper notice to Dockside's unit owners regarding this obligation.

15. As of August 2023, it had been nearly two years since the last completed election of the Board of Directors of Dockside. Former (recalled) board members Richard Panullo, Ronaldo Loyo, and Niva Loyo remained on the board at that time.

16. During a Board Meeting held on or about August 24, 2023, then-Board President Richard Pannullo announced that the next annual election was going to be held in January 2024.

17. Thereafter, unit owners organized a recall petition, for the purpose of removing Richard Pannullo, Niya Loyo, and Ronaldo Loyo from Dockside's Board of Directors. The recall voters, as reflected in the recall ballots, voted to install unit owners Cathia Cespedes, Juan Marmol, and Joseph Parker to Dockside's Board of Directors.

18. Concurrently, the former (recalled) board members were in the midst of soliciting estimates and financing from two related companies, RESTORATION and SFRE.<sup>1</sup>

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<sup>1</sup> SFR Services, LLC, Southern Florida Restoration, LLC, and South Florida Real Estate, LLC are each controlled by Mr. Ricky McGraw. Mr. McGraw was recently arrested on charges of insurance fraud and grand theft. *See* <https://myfloridacfo.com/news/pressreleases/press-release->

19. As of on or about August 10, 2023, RESTORATION Services, LLC provided an estimate for remediation and reconstruction in the grand total amount of \$26,789,742.70. This estimate contains millions of dollars of interior work that would ordinarily be the responsibility of individual unit owners (rather than Dockside itself). A copy of RESOTRATION's estimate, together with a copy of SFRE's proposed promissory note (dated August 10), is attached as **Exhibit "B."**

20. Further, and significantly, this exorbitant amount exceeds five percent (5%) of the Association's budget, which triggers competitive bid requirements pursuant to Chapter 718, Fla. Stat., which provides in pertinent part that "[i]f a contract for the purchase, lease, or rental of materials or equipment, or for the provision of services, requires that the payment by the association on behalf of any condominium operated by the association in the aggregate that exceeds 5 percent of the total annual budget of the association, including reserves, the association shall obtain **competitive bids** for the materials, equipment, or services." *See* § 718.3026(1), Fla. Stat (emphasis added). (The value of the original contract with SFR Services, LLC, in or about October 2022, also exceeded this threshold.)

21. Plaintiff reasonably believes, and therefore alleges on information and belief, that the former (recalled) board members did not seek out, through an open and competitive bid process, the best available price for the remediation and reconstruction of the common elements of Dockside.

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[details/2023/12/04/cfo-patronis-announces-arrest-of-lee-county-contractor-in--214-000-fraud-scheme](https://www.fox43.com/news/2023/12/04/cfo-patronis-announces-arrest-of-lee-county-contractor-in--214-000-fraud-scheme/) (last visited January 4, 2024).

22. Plaintiff reasonably believes, and therefore alleges on information and belief, that Defendants were aware that the proposals presented by SFR and RESTORATION to Dockside would have triggered Florida's competitive bidding requirements.

23. Plaintiff reasonably believes, and therefore alleges on information and belief, that the former (recalled) board members knew that RESTORATION's estimate was highly inflated, and that the former (recalled) board members accepted this highly inflated estimate for the purpose of maximizing insurance claims.

24. Plaintiff reasonably believes, and therefore alleges on information and belief, that Dockside's remediation and reconstruction activities should have been priced and completed for less than \$10 million.

25. As of on or about August 31, 2023, the former (recalled) board members purportedly approved a Promissory Note on behalf of Dockside consistent with RESTORATION's \$26 million estimate. After account of proceeds already paid, this Promissory Note was for the face amount of \$18,278,238.04. The purpose of the note was to pay for remediation and reconstruction. The lender was a related entity, SFRE. However, Dockside did not receive the entirety of these funds nor were they held in escrow by a disinterested party. Instead, the funds were purportedly held in "escrow" by SFRE itself. Commencing immediately thereafter, SFRE began to charge interest on the face amount of the loan, rather than on that portion actually disbursed for construction activities at Dockside. A copy of the August 31, 2023 Promissory Note is attached hereto as **Exhibit "C."**

26. The promissory note dated August 10, 2023 has an interest rate of twelve percent (12%) while the promissory note dated August 31, 2023 has an interest rate of ten and a half percent (10.5%). Regarding the "loan," Plaintiff is unclear as to, *inter alia*, what happened with the

proceeds, whether the loan was actually a line of credit, whether any of the proceeds were funded and if so to whom and for what, and the interest rate being applied to the alleged indebtedness.

27. Prior to purportedly approving the Promissory Note, the former (recalled) board members did not provide proper notice to Dockside and its unit owners regarding this obligation. The former (recalled) board members did not provide any information to Dockside's unit owners of the actual cost of reconstruction and remediation, versus estimates prepared by public adjusters, compared to any and all insurance claims submitted to Dockside's insurers. For example, the former (recalled) board members provided Dockside and its unit owners no information to analyze whether the estimates prepared by RESTORATION and Mr. Ricky McGraw were inflated.

28. Plaintiff reasonably believes, and therefore alleges on information and belief, that RESTORATIONS's inflation of the costs to repair the Dockside's condominium units served the purpose of seeking a greater insurance award, seeking greater monetary benefit to RESTORATION, and a larger interest payment to SFRE than would be available under fair and appropriate business practices.

29. In the Promissory Note, the former (recalled) board members purportedly approved the following term:

Maker waives the right to trial by jury (which Holder hereby also waives) in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Note, or arising out of, under, or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether before or after the date of this Note, whether in connection with the making of this Note, collection of the loan, or otherwise, and and further waives any and all defenses to non-payment of this Note, except full and timely payment, and waives any counterclaims or independent lawsuits against Holder made in connection with or related to this Note, and acknowledges that the pleading of same shall be construed as separate and additional defaults of this Note. Maker hereby acknowledges that this provision has been voluntarily entered into and has been separately bargained for. This provision is a material inducement for the Holder making the loan evidenced by this Note.

In short, the former (recalled) board members purportedly approved a term that waives any defenses Dockside may have to any obligation asserted by SFRE (which defenses may include, but are not limited to, unjust enrichment or usury). The former (recalled) board members did not provide proper notice to Dockside and its unit owners regarding this obligation.

30. On September 18, 2023, Ms. Elizabeth Leuven, a unit owner within Dockside, personally delivered 157 recall ballots at the office of Dockside's registered agent. Ms. Leuven also served the recall ballots to the registered agent by Certified Mail on the same date, and the Registered Agent received the recall ballots on September 19, 2023.

31. On or about September 19, 2023, Access Management sent an electronic communication, in which Access Management threatened the unit owners with losing their units via condemnation if the recall vote proved successful and invited the unit owners to change their submitted votes. Plaintiff reasonably believes, and therefore alleges on information and belief, that Access Management initiated this communication at the behest of the former (recalled) board members.

32. On or about September 20, 2023, recalled board members Richard Pannullo, Niya Loyo, and Ronaldo Loyo held a board meeting during which the recalled board purportedly passed a special assessment to fund a loan from SFRE (a direct affiliate of RESTORATION of more than \$18 million (plus interest), for a total purported obligation of approximately \$30 million.

33. On or about September 22, 2023, Access Management posted electronic notice that a recall meeting would be held at 6:00 p.m. on September 25, 2023, via ZOOM, for the purpose of certifying or rejecting the recall.



34. The By-laws of Dockside do not provide for meetings to be held solely online. The By-Laws require meetings to be held in-person at the clubhouse or at a location within the county. With respect to a recall, meetings must be held in-person.

35. On or about September 25, 2023, the recalled board held its online Board Meeting. The September 25, 2023 Board Meeting was conducted via Zoom and lasted about ninety (90) seconds. During the meeting held on September 25, 2023, the unit owners who attended were muted. No discussion was held, and no questions were taken from the unit owners. The recalled board did not open the floor for questions. The recalled board voted to deny certification of the recall election. The recalled board did not challenge any specific ballot, nor did it specify a number of contested ballots. The meeting was adjourned immediately after rejection of the recall ballots.

36. On or about September 26, 2023, Access Management posted electronic notice that the 2023 Annual Meeting of the Membership and Board of Directors Election would be held on November 20, 2023.

37. On October 3, 2023, Ms. Leuven filed a recall petition with the Department of Business and Professional Regulation Division of Florida Condominiums, Timeshares and Mobile Homes, Case No. 2023-05-5852.

38. On November 29, 2023, Arbitrator Hope issued a Summary Final Order. A true and correct copy of the Arbitrator's Summary Final Order is attached hereto as **Exhibit "D."** The Order contained several findings: First, the condominium association failed to provide proper notice or to conduct a proper meeting to address the recall. (Summary Final Order, p. 6.) Next, the condominium association defense regarding the validity of the recall ballots was waived, but even if it was not, there was no evidence provided by the condominium association regarding any insufficiency or invalidity of the written recall ballots. (Summary Final Order, pp. 7-8.) Next, "the

attempt by the board to quickly schedule the annual membership meeting and board election on November 20, 2023, seven days after receipt of the recall ballots, was for the sole purpose of mooting or defeating the recall effort.”

39. With respect to Access Management, Arbitrator Hope found and stated: “the arbitrator concludes that the email from the Association’s manager to the unit owners on September 19, 2023, asking the unit owners to reconsider their recall ballots was inapplicable and highly improper and should never be done again by this Association.”

40. Based on all of his findings, the Arbitrator ruled:

ORDERED AND ADJUDGED that the recall is Certified and that directors Richard Pannulo, Ronaldo Lovo, and [Niya] Lovo were properly recalled on the date of the board meeting on September 25, 2023, to consider the recall. They shall turn over to the board within 10 full business days from the date of this summary final order, any and all records and property of the Association.

41. In accordance with Rule 61B-50.139(4), Florida Administrative Code, “A final order certify the recall of one or more board members takes effect upon the mailing of the final order. As of the moment of mailing, those board members found to be recalled cease to be authorized board members and shall not exercise the authority of the association.”

42. Thus, in accordance with the Summary Final Order and with Rule 61B-50.139(4), the recall of the recalled board members was effective on November 29, 2023, the date of service by U.S. Mail of the Summary Final Order (see Summary Final Order).

43. Richard Panullo, Ronaldo Loyo, and Niva Loyo did not comply with the Summary Final Order.

44. Instead, on December 8, 2023, utilizing Dockside’s resources, recalled board members Richard Pannulo, Ronaldo Lovo, and Niva Lovo, filed a *Complaint and Demand for Trial De Novo*. Importantly, on December 29, 2023, recalled board members Richard Pannulo,

Ronaldo Lovo, and Niva Lovo, filed a *Notice of Voluntary Dismissal with Prejudice*. Accordingly, the certified recall is final.

45. In parallel with the recall effort, RESTORATION and SFRE took note that their relationship with the former (recalled) board members was in jeopardy.

46. In December 2023, SFRE provided an “Invoice” to Dockside for the December payment to SFRE, with a “5% Late Fee.” Plaintiff reasonably believes, and therefore alleges on information and belief, that SFRE is charging interest on the full face amount of the promissory note. A copy of SFRE’s December invoice is attached as **Exhibit “E.”**

47. On or about December 20, 2023, RESTORATION sent an invoice to Dockside, representing that work exceeding \$19 million had been completed, and that Dockside owned RESTORATION \$6,028,133.38. Although the invoice was on RESTORATION letterhead, the invoice demands payment to SFR. A copy of RESTORATION’s December 20 invoice is attached as **Exhibit “F.”**

48. On or about December 28, 2023, RESTORATION sent an amended invoice to Dockside, representing that work exceeding \$19 million had been completed, and that Dockside owned RESTORATION \$6,028,133.38. The change in this amended invoice was a footnote stating that “SFR Services” had received \$9.3 million. Although the invoice was on RESTORATION letterhead, the invoice demands payment to SFR. A copy of RESTORATION’s December 28 invoice is attached as **Exhibit “G.”**

49. On or about December 28, 2023, RESTORATION sent a second amended invoice to Dockside, representing that work exceeding \$19 million had been completed, and that Dockside owned RESTORATION \$6,014,273.38. Although the invoice was on RESTORATION letterhead,

the invoice demands payment to SFR. A copy of RESTORATION's December 28 invoice is attached as **Exhibit "H."**

50. The actions of SFR, RESTORATION, and SFRE, described above, were willful and intentional, and included production of an inflated claim for damages for remediation and reconstruction (including for work that Dockside is not liable to perform), for an exorbitant amount of money to be financed by SFRE. SFR, RESTORATION, and SFRE The actions of SFRE and SFR acted in concert with the former (recalled) board members to bypass the required competitive bid process, and other gatekeeping mechanisms, in an effort to approve the inflated proposal by RESTORATION for work at Dockside and to unjustly enrich Defendants.

51. Further, Plaintiff reasonably believes, and therefore alleges on information and belief, that Defendants provided benefits to the former (recalled) board members that were not paid for by Dockside and that were not provided to other unit owners.

52. As a direct and proximate result of Defendants' actions, Plaintiff has suffered and will continue to suffer damages.

53. Plaintiff has engaged the undersigned counsel and is obligated to pay a reasonable fee for their services.

54. All conditions precedent to the filing of this lawsuit have been satisfied, waived, or otherwise met.

**COUNT I**  
**DECLARATORY RELIEF**

55. This is an equitable action for declaratory relief, in addition to attorney's fees and costs.

56. Plaintiff incorporates and re-alleges paragraphs 1 through 54 above as though fully set forth herein.

57. Plaintiff has a bona fide, actual, present practical need for declaration.
58. The declaration Plaintiff seeks concerns a present, ascertained or ascertainable state of facts and a present controversy as to a state of facts.
59. An immunity, power, privilege or right of the Plaintiff is dependent upon the facts or the law applicable to the facts.
60. Defendants have, or reasonably may have, an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law.
61. The antagonistic and adverse interest(s) are all before the court by proper process.
62. The relief sought herein is not merely giving of legal advice or the answer to questions propounded for curiosity.
63. Plaintiff requires a declaration on the following matters:
  - a. Did SFR perform any services for Dockside?
  - b. How much has SFR been paid for any services provided to Dockside?
  - c. What is the actual fair value of any services provided by SFR to Dockside?
  - d. Has SFR been overpaid for any services provided to Dockside?
  - e. Does RESTORATION have a contract with Dockside?
  - f. Was RESTORATION's estimate inflated?
  - g. Whether RESTORATION knew that the value of its estimate triggered Florida's competitive bidding laws for condominium associations?
  - h. Whether RESTORATION knew that, in the absence of a legal competitive bid process, that its estimate could not be legally approved by the former (recalled) board members of Dockside?

- i. Was RESTORATION asked to provide reconstruction and remediation services specifically for the former (recalled) board members of Dockside?
- j. Was RESTORATION asked to provide estimates for remediation and reconstruction of interior portions of Dockside's condominium units? And if so, by whom?
- k. Did RESTORATION perform remediation and reconstruction activities for Dockside?
- l. How much has RESTORATION been paid for any services provided to Dockside?
- m. What is the actual fair value of any services provided by RESTORATION to Dockside?
- n. Has RESTORATION been overpaid for any services provided to Dockside?
- o. Does SFRE have a contract with Dockside?
- p. Is there a signed promissory note in favor of SFRE?
- q. Is there any enforceable loan or note issued by SFRE in favor of Dockside?
- r. Is the interest rate charged in the promissory note usurious?
- s. Is the waiver included in the promissory note against public policy?
- t. Did SFRE actually issue a loan to Dockside? And if so, in what amount?
- u. What is the interest rate on the loan issued to Dockside?
- v. What is the total amount of SFRE's loan for remediation of the Dockside condominium units?
- w. Is SFRE's purported loan to Dockside enforceable?

WHEREFORE, Plaintiff respectfully requests entry of a declaration regarding the questions set forth above, in addition to an award attorney's fees and costs, and for such other and further relief as the Court deems just and proper.

**COUNT II**  
**TEMPORARY AND PERMANENT INJUNCTIVE RELIEF**

64. This is an equitable action for a temporary and permanent injunction, in addition to attorney's fees and costs.

65. Plaintiff incorporates and re-alleges paragraphs 1 through 63 above as though fully set forth herein.

66. If SFR and RESTORATION are permitted to continue providing "services" to Dockside while this lawsuit is open and prior to a declaration by the Court on the validity and value of any agreements with Dockside, Dockside's liability will grow indefinitely.

67. If SFRE is permitted to charge additional interest and to enforce its purported promissory note while this lawsuit is open and prior to a declaration by the Court on the validity and value of any purported loan to Dockside, Dockside's liability will grow indefinitely.

68. Plaintiff has suffered irreparable injury.

69. The remedies available at law, such as monetary damages, are inadequate to compensate for that injury.

70. Considering the balance of hardships between Plaintiff and the Defendants, a remedy in equity is warranted.

71. The public interest would not be disserved by an injunction.

72. Plaintiff seeks injunctive relief to stop all work by SFR and RESTORATION on behalf of Dockside until this Court has issued rulings on the declaratory relief sought by Plaintiff.

73. Plaintiff seeks injunctive relief to stop enforcement of the purported SFRE loan until this Court has issued rulings on the declaratory relief sought by Plaintiff.

WHEREFORE, Plaintiff respectfully requests entry of judgment in favor of Plaintiff granting injunctive relief against the continuation of any service purportedly provided to Dockside by SFR or RECONSTRUCTION, tolling the accrual of interest and abating payment of the purported loan made by SFRE; for an award for attorney's fees and costs; and, for such other and further relief as the Court deems just and proper.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on January 8, 2024, a true and correct copy of the foregoing was filed through the Florida Courts E-Filing Portal, with a copy being served electronically to all counsel and interested parties of record.

*/s/ Thomas Allison*

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**Thomas C. Allison**

Florida Bar No. 35242

**THOMAS C. ALLISON, P.A.**

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*Counsel for Plaintiff*



# **EXHIBIT**

**“A”**

INSURED'S NAME(S): Dockside at Ventura Condominium Association, Inc.

ADDRESS: all insured addresses, Orlando, FL 32822

CLAIM NUMBER: 955800

TO C3 Group :

LETTER OF PROTECTION, CONTRACTOR LIEN ON RECOVERY – SFR Services L.L.C. (“SFR”)

In recognition of SFR's efforts to work with my insurance company to repair or replace my roof and other damaged items at my property (the “remediation”), the temporary repairs or remediation which SFR has already completed, SFR's agreement to provide reasonable temporary repairs until my insurance claim is resolved (the amounts of which shall be paid out of the proceeds, as herein defined) and in consideration of SFR agreeing to wait for payment until a recovery is made on my insurance claim along with SFR cancelling the assignment of benefits contract (“AOB”) I entered into with SFR, I am writing to provide direction to the above-listed Public Adjuster (“PA”) as to how the insurance proceeds from the claim (“proceeds”) will be disbursed, so that SFR is fully paid and approved repairs are completed by SFR. I understand that, if I decide that SFR will not complete the remediation under a subsequent contract, that I have agreed that SFR shall receive all previously incurred costs for services and temporary mitigation plus twenty-five percent of any settlement, judgment, verdict (collectively, “recovery”), and, after the above-listed PA receives his or her portion of the recovery, the balance will be disbursed to me.

I understand that potential temporary repairs or remediation done by SFR are only intended mitigate, not prevent, moisture intrusion, and such repairs are intended only for short-term mitigation, will not last indefinitely or withstand severe weather, and that, due to the inherent nature of temporary repairs and the likelihood of additional damage caused by moisture intrusion if my roofing systems are not immediately replaced, I will not hold SFR responsible for any damage related to such repairs.

Therefore, I hereby irrevocably authorize and direct the above-listed PA to, directly and immediately, pay to SFR all sums that are due and owing, which may include payment for roof and general contracting services which SFR either has provided or will provide upon receipt of all due and owing insurance proceeds, as well as for SFR's time, expertise, and resources spent inspecting my property and facilitating payment of the claim (the “services”), notwithstanding any claim, objection, demand, or lawsuit regarding such sums. I further authorize and direct you to withhold such sums from any recovery as may be paid to you. I further authorize and direct you to withhold such sums from any recovery as may be paid to you and to share any estimates, appraisal awards, releases, settlement letters, closing statements, etc. with SFR at SFR's request.

I understand all of terms and conditions herein and that SFR is a third-party beneficiary of this agreement. I consent to SFR's intervention (at SFR's option) in the lawsuit for the claim listed above against my insurance company. Before signing, I have been advised to have competent legal counsel advise me on this agreement, and have either declined same or am signing notwithstanding such review. No one has forced or coerced me into signing this agreement. I agree to make all payments due and owing to SFR within 14 days from receiving insurance proceeds. I agree that I shall pay all of SFR's collection costs, including employee time, expense, and all attorney's fees, and costs SFR incurs in either collection of and/or protection of SFR's interests in any past due account or performance of this Agreement. Interest on overdue payments will be continually compounded at the maximum rate allowed by law.

I understand that any party may cancel this agreement at any time without cause, however, I will have to pay SFR, through my PA, 25% of the proceeds, or, if a recovery has not yet been obtained, 25% of the most recent total amount estimated by SFR for the remediation. I agree that until I deliver payment of this amount, any attempted cancellation will be of no effect whatsoever.

I agree to execute and deliver all additional documents and assurances necessary to effectuate all terms and conditions hereof. In any action to enforce this agreement, the prevailing party shall be entitled to all its

attorney's fees and costs, before and after suit is filed. This is the entire agreement between the parties regarding all matters discussed herein and that this supersedes all prior negotiations, agreements, and understandings relating thereto, which are all merged herein. This agreement may not be varied or modified except by written agreement signed by all parties. I will not assert or claim that I was induced, fraudulently or otherwise, to enter into this agreement by anything not expressly set forth herein. This agreement shall be construed in accordance with and governed by the laws of Florida. The exclusive venue for all actions arising out of or related to this agreement shall be a state court where the insured property is situated. This agreement shall not be affected by the sale or transfer of the insured property. No rule of construction shall apply which interprets any language in favor of or against the party which drafted this agreement. If applicable, the undersigned individual(s) executing this agreement on behalf of a corporate entity represent and warrant that they have full power and authority to bind such entity to this agreement. If any provision hereof is found invalid or unenforceable, that shall not cause any other provision to be invalid or unenforceable, and all other provisions will remain in effect.

Insured's Signature & Title: Richard Pannullo President Date: 10 / 29 / 2022

SFR LLC's Signature:  Date: 10/28/22

# **EXHIBIT**

**“B”**



**SOUTHERN FLORIDA  
RESTORATION**

**Dockside at Ventura Condominium Association, Inc.**

**Property Addresses**

**Total**

**Interior Rebuilds Completed to Date**

- |  |                |
|--|----------------|
| ● 2572 WOODGATE BLVD ORLANDO, FL 32822 | \$1,004,524.61 |
| ● 2568 WOODGATE BLVD ORLANDO, FL 32822 | \$1,004,524.61 |
| ● 2564 WOODGATE BLVD ORLANDO, FL 32822 | \$1,004,524.61 |
| ● 2556 WOODGATE BLVD ORLANDO, FL 32822 | \$1,004,524.61 |

**Total: \$4,018,098.44**

**Remaining Interior Rebuilds**

- |  |                |
|--|----------------|
| ● 2560 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2552 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2548 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2544 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2540 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2536 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2532 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2528 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2524 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2520 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2516 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2512 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2508 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2504 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |
| ● 2500 WOODGATE BLVD ORLANDO, FL 32822 | \$1,154,524.61 |

**Total: \$17,317,869.15**



**SOUTHERN FLORIDA  
RESTORATION**

**Interior Scope of Work per Unit**

**Hampton (2 units x 15 buildings = 30 total units):**

<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>
1 HVAC	Remove & Replace existing split system to include interior AHU and exterior mounted condenser. Exterior condenser compromised due to water levels - Interior AHU parts were compromised in some units and not compatible with efficiency with exterior unit swap only	EA	1
2 HVAC	Remove and replace wall mounted thermostat	EA	1
3 HVAC	Install new ceiling mounted HVAC grills	EA	5
4 Plumbing	Inspect and repair miscellaneous plumbing throughout unit interiors. In-wall conditions unknown at time of initial inspection. Plumbing inspections will need to pass city inspections prior to covering walls and will need to meet current code requirements.	UNIT	1
5 Plumbing	Remove and replace existing 30-40 gallon electric water heater - Water heaters sat in water compromising exterior components. Plumbing inspection will require water heaters to be installed to code prior to build-back of walls and finishes. Expansion tanks will be added at installation	EA	1
6 Plumbing	Remove and replace existing angle stops in bathroom and kitchen to accommodate sheetrock install and top out plumbing inspections.	EA	7
7 Plumbing	R&R toilets - comfort height - white	EA	1
8 Plumbing	Remove and replace washer box kits to include hot and cold water valves to accommodate top out plumbing inspection and sheetrock installation	EA	1
10 Electrical	Remove and replace receptacle outlet due to water damage and building official requirements	EA	18
11 Electrical	Remove and replace switch due to water damage and building official requirements	EA	12
12 Electrical	Remove and replace GFCI receptacle due to building official requirements	EA	3
13 Electrical	Remove and replace 220 receptacle for range and dryer per building official requirements	EA	2
85 Electrical	Electrical panel upgrade as needed per local electrical code requirements	LS	1
15 CFCI	Purchase light fixtures - plumbing fixtures - fans - door hardware - cabinet hardware - smoke detectors - fire extinguishers - mirrors - exhaust fans - towel kits - Appliances	UNIT	1



**SOUTHERN FLORIDA  
RESTORATION**

16	Data	Remove and replace phone jack	EA	3
17	Data	Remove and replace cable jack	EA	2
22	Demo	Remove Existing Entry door and patio door - Remaining in place until construction for security reasons	EA	2
25	Demo	Remove existing marble window sills	EA	2
26	Demo	Remove existing closet shelving	LF	34
27	Demo	Remove existing window due to poor operation - wall framing was saturated in water up to sill heights and framing expanded and contracted resulting in inadequate operation of components.	EA	2
28	Demo	Remove existing bathroom mirrors	EA	1
29	Demo	Remove existing bathroom medicine cabinets	EA	1
30	Demo	Remove existing bathroom towel kits	EA	1
31	Demo	Remove existing HVAC grills and registers	EA	5
32	Demo	Remove existing patio sliding door 96" - wall framing was saturated in water up to sill heights and framing expanded and contracted resulting in inadequate operation of components.	EA	1
33	Fire	Fire caulking - fire foaming - putty pads	UNIT	1
36	Sheetrock	Install new sheetrock walls flood cut area only 4' AFF - This item will be used if a complete rewire is not required 1/2'	SF	1128
37	Sheetrock	Install new sheetrock Fire/demising walls flood cut area only 4' AFF - This item will be used if a complete rewire is not required - 5/8"	SF	240
39	Sheetrock	Texture walls and ceilings with light orange peel finish	SF	2256
41	Insulation	R-13 installed in flood cut areas only if electrical rewire is not required	SF	432
43	Paint	Prep and paint all walls and ceiling to include 1 primer coat on all finishes	SF	730
44	Door	Install new 3068 HM entry door	EA	1
45	Door	Install new 2068 HM patio storage door	EA	1
46	Door	Install new 30" interior hollow pre-hung	EA	1
47	Door	Install new 32" interior hollow pre-hung	EA	1
48	Door	Install new 24" interior hollow pre-hung	EA	
49	Door	Install new 96" patio sliding door	EA	1
50	Door	Install new 24" Bi-fold door	EA	
51	Door	Install new 18" Bi-fold door	EA	
52	Door	Install new 30" Bi-fold door	EA	3
53	Door	Install new 36" Bi-fold door	EA	3
54	Window	Install new 48x60 window	EA	1



**SOUTHERN FLORIDA  
RESTORATION**

55	Window	Install new 72x60 window	EA	1
56	Window	Install new 24x60 window	EA	
57	Window	Install new 30x60 window	EA	
58	Window	Install new 36x60 window	EA	
59	Window	Install new 48x60 window sill - marble	LF	4
60	Window	Install new 72x60 window sill - marble	LF	6
61	Window	Install new 24x60 window sill - marble	LF	
62	Window	Install new 30x60 window sill - marble	LF	
63	Window	Install new 36x60 window sill - marble	LF	
64	Window	Install new 48x60 window 2" faux blind	EA	1
65	Window	Install new 72x60 window 2" faux blind	EA	1
66	Window	Install new 24x60 window 2" faux blind	EA	
67	Window	Install new 30x60 window 2" faux blind	EA	
68	Window	Install new 36x60 window 2" faux blind	EA	
69	Door	Install new 96x80 vertical door blind	EA	1
70	Flooring	R&R flooring as needed NTE builder grade flooring allowances -	SF	730
71	Trim	Install new 6" base board trim with 1/4 round	LF	282
72	Trim	Install new 4" door casing trim	LF	136
73	Shelving	Install new wire closet shelving	LF	34
74	Cabinets	Install new base cabinets - white or gray shaker -maple	LF	7
76	Cabinets	Install new bathroom vanity cabinets - white or gray shaker - maple	LF	3
77	Cabinets	Install new recessed wall mounted medicine cabinet	LF	1
78	Granite	Install new granite kitchen counter tops - NTE AL	SF	40
79	Granite	Install new bathroom vanity granite tops - NTE AL	SF	6
80	Tile	Remove and replace bathroom tub surround due to tub removal for sheetrock repairs - Install new 1/2" hardie at walls with white subway tile - 77sf each	EA	1
81	Plumbing	Re-install and resurface existing bathtub unit	EA	1
82	Make Rdy	Installation of CFCI Items - all fixtures, all appliances, all fire extinguishers, all smoke alarms, alldoor hardware, all towel kits, all mirrors, all one off housekeeping items	UNIT	1
83	Cleaning	Construction and final cleaning of units	UNIT	1
84	Dumpser	Dumpsters, trash and haul off of construction and make ready debris	UNIT	1





**SOUTHERN FLORIDA  
RESTORATION**

**Nantucket (2 units x 15 buildings = 30 total units):**

Item	Description	UOM	QTY
1 HVAC	Remove & Replace existing split system to include interior AHU and exterior mounted condenser. Exterior condenser compromised due to water levels - Interior AHU parts were compromised in some units and not compatible with efficiency with exterior unit swap only	EA	1
2 HVAC	Remove and replace wall mounted thermostat	EA	1
3 HVAC	Install new ceiling mounted HVAC grills	EA	6
4 Plumbing	Inspect and repair miscellaneous plumbing throughout unit interiors. In-wall conditions unknown at time of initial inspection. Plumbing inspections will need to pass city inspections prior to covering walls and will need to meet current code requirements.	UNIT	1
5 Plumbing	Remove and replace existing 30-40 gallon electric water heater - Water heaters sat in water compromising exterior components. Plumbing inspection will require water heaters to be installed to code prior to build-back of walls and finishes. Expansion tanks will be added at installation	EA	1
6 Plumbing	Remove and replace existing angle stops in bathroom and kitchen to accommodate sheetrock install and top out plumbing inspections.	EA	10
7 Plumbing	R&R toilets - comfort height - white	EA	2
8 Plumbing	Remove and replace washer box kits to include hot and cold water valves to accommodate top out plumbing inspection and sheetrock installation	EA	1
10 Electrical	Remove and replace receptacle outlet due to water damage and building official requirements	EA	20
11 Electrical	Remove and replace switch due to water damage and building official requirements	EA	14
12 Electrical	Remove and replace GFCI receptacle due to building official requirements	EA	4
13 Electrical	Remove and replace 220 receptacle for range and dryer per building official requirements	EA	2
85 Electrical	Electrical panel upgrade as needed per local electrical code requirements	LS	1
15 CFCI	Purchase light fixtures - plumbing fixtures - fans - door hardware - cabinet hardware - smoke detectors - fire extinguishers - mirrors - exhaust fans - towel kits - Appliances	UNIT	1
16 Data	Remove and replace phone jack	EA	3
17 Data	Remove and replace cable jack	EA	3



**SOUTHERN FLORIDA  
RESTORATION**

22	Demo	Remove Existing Entry door and patio door - Remaining in place until construction for security reasons	EA	2
25	Demo	Remove existing marble window sills	EA	3
26	Demo	Remove existing closet shelving	LF	30
27	Demo	Remove existing window due to poor operation - wall framing was saturated in water up to sill heights and framing expanded and contracted resulting in inadequate operation of components.	EA	3
28	Demo	Remove existing bathroom mirrors	EA	2
29	Demo	Remove existing bathroom medicine cabinets	EA	2
30	Demo	Remove existing bathroom towel kits	EA	2
31	Demo	Remove existing HVAC grills and registers	EA	6
32	Demo	Remove existing patio sliding door 96" - wall framing was saturated in water up to sill heights and framing expanded and contracted resulting in inadequate operation of components.	EA	1
33	Fire	Fire caulking - fire foaming - putty pads	UNIT	1
36	Sheetrock	Install new sheetrock walls flood cut area only 4' AFF - This item will be used if a complete rewire is not required 1/2'	SF	1572
37	Sheetrock	Install new sheetrock Fire/demising walls flood cut area only 4' AFF - This item will be used if a complete rewire is not required - 5/8"	SF	304
39	Sheetrock	Texture walls and ceilings with light orange peel finish	SF	3144
41	Insulation	R-13 installed in flood cut areas only if electrical rewire is not required	SF	668
43	Paint	Prep and paint all walls and ceiling to include 1 primer coat on all finishes	SF	1100
44	Door	Install new 3068 HM entry door	EA	1
45	Door	Install new 2068 HM patio storage door	EA	1
46	Door	Install new 30" interior hollow pre-hung	EA	
47	Door	Install new 32" interior hollow pre-hung	EA	4
48	Door	Install new 24" interior hollow pre-hung	EA	
49	Door	Install new 96" patio sliding door	EA	1
50	Door	Install new 24" Bi-fold door	EA	3
51	Door	Install new 18" Bi-fold door	EA	
52	Door	Install new 30" Bi-fold door	EA	2
53	Door	Install new 36" Bi-fold door	EA	2
54	Window	Install new 48x60 window	EA	1
55	Window	Install new 72x60 window	EA	1



**SOUTHERN FLORIDA  
RESTORATION**

56	Window	Install new 24x60 window	EA	1
57	Window	Install new 30x60 window	EA	
58	Window	Install new 36x60 window	EA	
59	Window	Install new 48x60 window sill - marble	LF	4
60	Window	Install new 72x60 window sill - marble	LF	6
61	Window	Install new 24x60 window sill - marble	LF	2
62	Window	Install new 30x60 window sill - marble	LF	
63	Window	Install new 36x60 window sill - marble	LF	
64	Window	Install new 48x60 window 2" faux blind	EA	1
65	Window	Install new 72x60 window 2" faux blind	EA	1
66	Window	Install new 24x60 window 2" faux blind	EA	1
67	Window	Install new 30x60 window 2" faux blind	EA	
68	Window	Install new 36x60 window 2" faux blind	EA	
69	Door	Install new 96x80 vertical door blind	EA	1
70	Flooring	R&R flooring as needed NTE builder grade flooring allowances -	SF	1100
71	Trim	Install new 6" base board trim with 1/4 round	LF	393
72	Trim	Install new 4" door casing trim	LF	204
73	Shelving	Install new wire closet shelving	LF	30
74	Cabinets	Install new base cabinets - white or gray shaker -maple	LF	9
76	Cabinets	Install new bathroom vanity cabinets - white or gray shaker - maple	LF	5
77	Cabinets	Install new recessed wall mounted medicine cabinet	LF	2
78	Granite	Install new granite kitchen counter tops - NTE AL	SF	50
79	Granite	Install new bathroom vanity granite tops - NTE AL	SF	12
80	Tile	Remove and replace bathroom tub surround due to tub removal for sheetrock repairs - Install new 1/2" hardie at walls with white subway tile - 77sf each	EA	2
81	Plumbing	Re-install and resurface existing bathtub unit	EA	2
82	Make Rdy	Installation of CFCI Items - all fixtures, all appliances, all fire extinguishers, all smoke alarms, alldoor hardware, all towel kits, all mirrors, all one off housekeeping items	UNIT	1
83	Cleaning	Construction and final cleaning of units	UNIT	1
84	Dumpser	Dumpsters, trash and haul off of construction and make ready debris	UNIT	1



**SOUTHERN FLORIDA  
RESTORATION**

**Newport (1 unit x 15 buildings = 15 total units):**

<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>
1 HVAC	Remove & Replace existing split system to include interior AHU and exterior mounted condenser. Exterior condenser compromised due to water levels - Interior AHU parts were compromised in some units and not compatible with efficiency with exterior unit swap only	EA	1
2 HVAC	Remove and replace wall mounted thermostat	EA	1
3 HVAC	Install new ceiling mounted HVAC grills	EA	6
4 Plumbing	Inspect and repair miscellaneous plumbing throughout unit interiors. In-wall conditions unknown at time of initial inspection. Plumbing inspections will need to pass city inspections prior to covering walls and will need to meet current code requirements.	UNIT	1
5 Plumbing	Remove and replace existing 30-40 gallon electric water heater - Water heaters sat in water compromising exterior components. Plumbing inspection will require water heaters to be installed to code prior to build-back of walls and finishes. Expansion tanks will be added at installation	EA	1
6 Plumbing	Remove and replace existing angle stops in bathroom and kitchen to accommodate sheetrock install and top out plumbing inspections.	EA	10
7 Plumbing	R&R toilets - comfort height - white	EA	2
8 Plumbing	Remove and replace washer box kits to include hot and cold water valves to accommodate top out plumbing inspection and sheetrock installation	EA	1
10 Electrical	Remove and replace receptacle outlet due to water damage and building official requirements	EA	20
11 Electrical	Remove and replace switch due to water damage and building official requirements	EA	15
12 Electrical	Remove and replace GFCI receptacle due to building official requirements	EA	4
13 Electrical	Remove and replace 220 receptacle for range and dryer per building official requirements	EA	2
85 Electrical	Electrical panel upgrade as needed per local electrical code requirements	LS	1
15 CFCI	Purchase light fixtures - plumbing fixtures - fans - door hardware - cabinet hardware - smoke detectors - fire extinguishers - mirrors - exhaust fans - towel kits - Appliances	UNIT	1
16 Data	Remove and replace phone jack	EA	3
17 Data	Remove and replace cable jack	EA	3



**SOUTHERN FLORIDA  
RESTORATION**

22	Demo	Remove Existing Entry door and patio door - Remaining in place until construction for security reasons	EA	2
25	Demo	Remove existing marble window sills	EA	4
26	Demo	Remove existing closet shelving	LF	33
27	Demo	Remove existing window due to poor operation - wall framing was saturated in water up to sill heights and framing expanded and contracted resulting in inadequate operation of components.	EA	4
28	Demo	Remove existing bathroom mirrors	EA	2
29	Demo	Remove existing bathroom medicine cabinets	EA	2
30	Demo	Remove existing bathroom towel kits	EA	2
31	Demo	Remove existing HVAC grills and registers	EA	6
32	Demo	Remove existing patio sliding door 96" - wall framing was saturated in water up to sill heights and framing expanded and contracted resulting in inadequate operation of components.	EA	1
33	Fire	Fire caulking - fire foaming - putty pads	UNIT	1
36	Sheetrock	Install new sheetrock walls flood cut area only 4' AFF - This item will be used if a complete rewire is not required 1/2'	SF	1400
37	Sheetrock	Install new sheetrock Fire/demising walls flood cut area only 4' AFF - This item will be used if a complete rewire is not required - 5/8"	SF	288
39	Sheetrock	Texture walls and ceilings with light orange peel finish	SF	2800
41	Insulation	R-13 installed in flood cut areas only if electrical rewire is not required	SF	576
43	Paint	Prep and paint all walls and ceiling to include 1 primer coat on all finishes	SF	1156
44	Door	Install new 3068 HM entry door	EA	1
45	Door	Install new 2068 HM patio storage door	EA	1
46	Door	Install new 30" interior hollow pre-hung	EA	2
47	Door	Install new 32" interior hollow pre-hung	EA	
48	Door	Install new 24" interior hollow pre-hung	EA	3
49	Door	Install new 96" patio sliding door	EA	1
50	Door	Install new 24" Bi-fold door	EA	1
51	Door	Install new 18" Bi-fold door	EA	1
52	Door	Install new 30" Bi-fold door	EA	1
53	Door	Install new 36" Bi-fold door	EA	1
54	Window	Install new 48x60 window	EA	2
55	Window	Install new 72x60 window	EA	2



**SOUTHERN FLORIDA  
RESTORATION**

56	Window	Install new 24x60 window	EA	
57	Window	Install new 30x60 window	EA	
58	Window	Install new 36x60 window	EA	
59	Window	Install new 48x60 window sill - marble	LF	8
60	Window	Install new 72x60 window sill - marble	LF	12
61	Window	Install new 24x60 window sill - marble	LF	
62	Window	Install new 30x60 window sill - marble	LF	
63	Window	Install new 36x60 window sill - marble	LF	
64	Window	Install new 48x60 window 2" faux blind	EA	2
65	Window	Install new 72x60 window 2" faux blind	EA	2
66	Window	Install new 24x60 window 2" faux blind	EA	
67	Window	Install new 30x60 window 2" faux blind	EA	
68	Window	Install new 36x60 window 2" faux blind	EA	
69	Door	Install new 96x80 vertical door blind	EA	1
70	Flooring	R&R flooring as needed NTE builder grade flooring allowances -	SF	1156
71	Trim	Install new 6" base board trim with 1/4 round	LF	350
72	Trim	Install new 4" door casing trim	LF	238
73	Shelving	Install new wire closet shelving	LF	33
74	Cabinets	Install new base cabinets - white or gray shaker -maple	LF	13
76	Cabinets	Install new bathroom vanity cabinets - white or gray shaker - maple	LF	5
77	Cabinets	Install new recessed wall mounted medicine cabinet	LF	2
78	Granite	Install new granite kitchen counter tops - NTE AL	SF	40
79	Granite	Install new bathroom vanity granite tops - NTE AL	SF	12
80	Tile	Remove and replace bathroom tub surround due to tub removal for sheetrock repairs - Install new 1/2" hardie at walls with white subway tile - 77sf each	EA	2
81	Plumbing	Re-install and resurface existing bathtub unit	EA	2
82	Make Rdy	Installation of CFCI Items - all fixtures, all appliances, all fire extinguishers, all smoke alarms, alldoor hardware, all towel kits, all mirrors, all one off housekeeping items	UNIT	1
83	Cleaning	Construction and final cleaning of units	UNIT	1
84	Dumpser	Dumpsters, trash and haul off of construction and make ready debris	UNIT	1



**SOUTHERN FLORIDA  
RESTORATION**

**Cape Cod (2 units x 15 buildings = 30 total units):**

Item	Description	UOM	QTY
1 HVAC	Remove & Replace existing split system to include interior AHU and exterior mounted condenser. Exterior condenser compromised due to water levels - Interior AHU parts were compromised in some units and not compatible with efficiency with exterior unit swap only	EA	1
2 HVAC	Remove and replace wall mounted thermostat	EA	1
3 HVAC	Install new ceiling mounted HVAC grills	EA	7
4 Plumbing	Inspect and repair miscellaneous plumbing throughout unit interiors. In-wall conditions unknown at time of initial inspection. Plumbing inspections will need to pass city inspections prior to covering walls and will need to meet current code requirements.	UNIT	1
5 Plumbing	Remove and replace existing 30-40 gallon electric water heater - Water heaters sat in water compromising exterior components. Plumbing inspection will require water heaters to be installed to code prior to build-back of walls and finishes. Expansion tanks will be added at installation	EA	1
6 Plumbing	Remove and replace existing angle stops in bathroom and kitchen to accommodate sheetrock install and top out plumbing inspections.	EA	10
7 Plumbing	R&R toilets - comfort height - white	EA	2
8 Plumbing	Remove and replace washer box kits to include hot and cold water valves to accommodate top out plumbing inspection and sheetrock installation	EA	1
10 Electrical	Remove and replace receptacle outlet due to water damage and building official requirements	EA	20
11 Electrical	Remove and replace switch due to water damage and building official requirements	EA	12
12 Electrical	Remove and replace GFCI receptacle due to building official requirements	EA	4
13 Electrical	Remove and replace 220 receptacle for range and dryer per building official requirements	EA	2
85 Electrical	Electrical panel upgrade as needed per local electrical code requirements	LS	1
15 CFCI	Purchase light fixtures - plumbing fixtures - fans - door hardware - cabinet hardware - smoke detectors - fire extinguishers - mirrors - exhaust fans - towel kits - Appliances	UNIT	1
16 Data	Remove and replace phone jack	EA	3
17 Data	Remove and replace cable jack	EA	3



**SOUTHERN FLORIDA  
RESTORATION**

22	Demo	Remove Existing Entry door and patio door - Remaining in place until construction for security reasons	EA	2
23	Demo	Remove existing perimeter wall insulation R-13 48" from ceiling. 48" has been removed during mitigation process	SF	560
24	Demo	Remove existing ceiling insulation to accommodate rewire	SF	1130
25	Demo	Remove existing marble window sills	EA	6
26	Demo	Remove existing closet shelving	LF	20
27	Demo	Remove existing window due to poor operation - wall framing was saturated in water up to sill heights and framing expanded and contracted resulting in inadequate operation of components.	EA	6
28	Demo	Remove existing bathroom mirrors	EA	2
29	Demo	Remove existing bathroom medicine cabinets	EA	2
30	Demo	Remove existing bathroom towel kits	EA	2
31	Demo	Remove existing HVAC grills and registers	EA	7
32	Demo	Remove existing patio sliding door 96" - wall framing was saturated in water up to sill heights and framing expanded and contracted resulting in inadequate operation of components.	EA	1
33	Fire	Fire caulking - fire foaming - putty pads	UNIT	1
36	Sheetrock	Install new sheetrock walls flood cut area only 4' AFF - This item will be used if a complete rewire is not required 1/2'	SF	1400
37	Sheetrock	Install new sheetrock Fire/demising walls flood cut area only 4' AFF - This item will be used if a complete rewire is not required - 5/8"	SF	560
39	Sheetrock	Texture walls and ceilings with light orange peel finish	SF	2800
41	Insulation	R-13 installed in flood cut areas only if electrical rewire is not required	SF	560
43	Paint	Prep and paint all walls and ceiling to include 1 primer coat on all finishes	SF	1130
44	Door	Install new 3068 HM entry door	EA	1
45	Door	Install new 2068 HM patio storage door	EA	1
46	Door	Install new 30" interior hollow pre-hung	EA	2
47	Door	Install new 32" interior hollow pre-hung	EA	
48	Door	Install new 24" interior hollow pre-hung	EA	2
49	Door	Install new 96" patio sliding door	EA	1
50	Door	Install new 24" Bi-fold door	EA	2
51	Door	Install new 18" Bi-fold door	EA	1
52	Door	Install new 30" Bi-fold door	EA	3
53	Door	Install new 36" Bi-fold door	EA	





**SOUTHERN FLORIDA  
RESTORATION**

54	Window	Install new 48x60 window	EA	1
55	Window	Install new 72x60 window	EA	1
56	Window	Install new 24x60 window	EA	
57	Window	Install new 30x60 window	EA	1
58	Window	Install new 36x60 window	EA	3
59	Window	Install new 48x60 window sill - marble	LF	1
60	Window	Install new 72x60 window sill - marble	LF	1
61	Window	Install new 24x60 window sill - marble	LF	
62	Window	Install new 30x60 window sill - marble	LF	1
63	Window	Install new 36x60 window sill - marble	LF	3
64	Window	Install new 48x60 window 2" faux blind	EA	1
65	Window	Install new 72x60 window 2" faux blind	EA	1
66	Window	Install new 24x60 window 2" faux blind	EA	
67	Window	Install new 30x60 window 2" faux blind	EA	1
68	Window	Install new 36x60 window 2" faux blind	EA	3
69	Door	Install new 96x80 vertical door blind	EA	1
70	Flooring	R&R flooring as needed NTE builder grade flooring allowances -	SF	1130
71	Trim	Install new 6" base board trim with 1/4 round	LF	346
72	Trim	Install new 4" door casing trim	LF	204
73	Shelving	Install new wire closet shelving	LF	20
74	Cabinets	Install new base cabinets - white or gray shaker -maple	LF	6
76	Cabinets	Install new bathroom vanity cabinets - white or gray shaker - maple	LF	6
77	Cabinets	Install new recessed wall mounted medicine cabinet	LF	2
78	Granite	Install new granite kitchen counter tops - NTE AL	SF	20
79	Granite	Install new bathroom vanity granite tops - NTE AL	SF	16
80	Tile	Remove and replace bathroom tub surround due to tub removal for sheetrock repairs - Install new 1/2" hardie at walls with white subway tile - 77sf each	EA	2
81	Plumbing	Re-install and resurface existing bathtub unit	EA	2
82	Make Rdy	Installation of CFCI Items - all fixtures, all appliances, all fire extinguishers, all smoke alarms, alldoor hardware, all towel kits, all mirrors, all one off housekeeping items	UNIT	1
83	Cleaning	Construction and final cleaning of units	UNIT	1
84	Dumpser	Dumpsters, trash and haul off of construction and make ready debris	UNIT	1



**SOUTHERN FLORIDA  
RESTORATION**

**General Items (per building x 15 buildings = 15 total buildings):**

Item	Description	UOM	QTY
1 Siding	Detach and reset vinyl siding	SF	5611
1 Siding	Clean siding	SF	4988
1 Plywood	R&R 1/2" exterior sheathing - based on initial inspection	SF	2494
1 HVAC	Remove & Replace existing split system to include interior AHU and exterior mounted condenser. Exterior condenser compromised due to water levels - Interior AHU parts were and refrigerant will need to be replaced with like items to properly function - 2nd floor units	UNIT	7
Demo	Remove exterior wall insulation	SF	1247
Insulation	Replace exterior wall insulation r-15	SF	1247
Structural	Structural repair and replacement allowance per unit to cover water saturated materials, bowed materials, warped materials.	UNIT	7
General	Porta potty, fork lift, storage containers, content manipulation, fencing	BG	1
Lodging	Housing and lodging for crewman	BG	1

<b>Interior Mitigation</b>		
First Onsite Invoice	*see attached detailed breakdown	\$1,311,750.00
SFR Services O&P		\$327,937.50
First Onsite Invoice	*see attached detailed breakdown	\$2,893,150.41
SFR Services O&P		\$723,287.60
<b>Total</b>		<b>\$5,256,125.51</b>

<b>Change Orders to Date (8/10/23)</b>		
AllPro Construction Invoice 17400	Bldg 4 - 2556 Woodgate Blvd	\$7,792.57
AllPro Construction Invoice 17389	Bldg 4 - 2556 Woodgate Blvd	\$6,037.50
AllPro Construction Invoice 17394	Bldg 6 - 2552 Woodgate Blvd	\$8,813.00
AllPro Construction Invoice 17395	Bldg 7 - 2548 Woodgate Blvd	\$6,947.08



**SOUTHERN FLORIDA  
RESTORATION**

AllPro Construction Invoice 17396	Bldg 8 - 2544 Woodgate Blvd	\$10,155.47
AllPro Construction Invoice 17393	Bldg 5 - 2560 Woodgate Blvd	\$8,541.69
AllPro Construction Invoice 17390	Bldg 3 - 2564 Woodgate Blvd	\$6,037.50
AllPro Construction Invoice 17401	Bldg 3 - 2564 Woodgate Blvd	\$9,038.50
AllPro Construction Invoice 17391	Bldg 2 - 2568 Woodgate Blvd	\$6,037.50
AllPro Construction Invoice 17402	Bldg 2 - 2568 Woodgate Blvd	\$2,042.14
AllPro Construction Invoice 17392	Bldg 1 - 2572 Woodgate Blvd	\$6,037.50
AllPro Construction Invoice 17398	Vinyl Sliding	\$10,115.96
AllPro Construction Invoice 17403	Bldg 1 - 2572 Woodgate Blvd	\$2,690.91
AllPro Construction Invoice 17399	Bldg 1 - 2572 Woodgate Blvd Bldg 2 - 2568 Woodgate Blvd Bldg 3 - 2564 Woodgate Blvd Bldg 4 - 2556 Woodgate Blvd	\$684.82
AllPro Construction Invoice 17418	Bldg 1 - 2572 Woodgate Blvd Bldg 2 - 2568 Woodgate Blvd Bldg 3 - 2564 Woodgate Blvd Bldg 4 - 2556 Woodgate Blvd	\$35,250.00
AllPro Construction Invoice 17415	Bldg 1 - 2572 Woodgate Blvd Bldg 2 - 2568 Woodgate Blvd Bldg 3 - 2564 Woodgate Blvd Bldg 4 - 2556 Woodgate Blvd	\$5,094.11
<b>Sub Total</b>		\$131,316.25
SFR Services O&P		\$32,829.06
<b>*Total</b>		<b>\$164,145.31</b>

**\*\*\*Additional change orders to be paid in cash by association\*\*\***

<b>Permits to Date (8/10/23)</b>		
BLD2023-12336	Bldg 6 - 2552 Woodgate Blvd	\$3,720.42
BLD2023-12339	Bldg 8 - 2544 Woodgate Blvd	\$3,720.42
BLD2023-12337	Bldg 7 - 2548 Woodgate Blvd	\$3,720.42
BLD2023-12335	Bldg 5 - 2560 Woodgate Blvd	\$3,720.42
BLD2023-12339	Bldg 8 - 2544 Woodgate Blvd	\$1,087.85
BLD2023-12337	Bldg 7 - 2548 Woodgate Blvd	\$1,087.85



**PROMISSORY NOTE**

\$18,386,059.45

Stuart, Florida  
August 10, 2023

FOR VALUE RECEIVED, **DOCKSIDE AT VENTURA CONDOMINIUM ASSOCIATION** (“Maker”) hereby agree and promise to pay to the order of **SOUTH FLORIDA REAL ESTATE** (“Holder”), at 2336 SE Ocean Blvd, #279, Stuart FL 34996 or such other place as Holder may designate in writing, in lawful money of the United States of America, the principal sum of EIGHTEEN MILLION THREE HUNDRED EIGHTY SIX THOUSAND FIFTY NINE and 45/100 Dollars (\$18,386,059.45) together with interest thereon from the date hereof until maturity at the rate indicated below, such principal sum and interest to be paid:

(a) Interest shall accrue at the rate of TWELVE percent (12%) per annum, beginning on August 16, 2023, and continuing monthly until the July 16, 2035, when any remaining principal balance and any unpaid interest becomes due and payable in full.

(b) Monthly payments are \$241,486.02 with the first payment due on September 16, 2023.

(c) Holder will retain the funds and will only disburse from escrow to Maker’s contractor (SFR Services) upon written approval from Maker.

(d) If any payment of principal or interest provided for herein is not paid when due, each and every such delinquent payment, including the entire principal balance and accrued interest in the event of an acceleration of this Note as provided below, shall bear interest at twelve percent (12%), from its due date until the date of payment.

(e) In the event any payment required hereunder shall become overdue for a period in excess of five (5) days, a charge of five percent (5%) of such overdue installment shall be charged by Holder to defray the expense incident to handling such delinquent payment.

(f) All agreements between the undersigned and the Holder hereof, whether now existing or whether hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity hereof, or otherwise, shall the amount paid or agreed to be paid to the Holder for the use, forbearance of detention of the money loaned hereunder, or advanced for the performance or payment of any covenant or obligation contained herein or in any other document evidencing, security or pertaining to the indebtedness evidenced hereby, exceed the maximum amount permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any such other document, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, and if from such circumstance the Holder hereof shall ever receive anything of value deemed by applicable law to be interest in any amount that would exceed the highest lawful rate payable hereunder, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest, and if the amount that would be excessive interest exceeds the principal balance then owing, such excess shall be refunded to the party paying the same. It is further agreed, without limitation of the foregoing, that all calculations of the rate of interest contracted for, charged, or received under this Note, or under any instrument evidencing

or securing the loan evidenced hereby, that are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the extent permitted by applicable law, by amortizing, prorating, allocating, and spreading throughout the full stated term of the loan evidenced hereby, all such interest at any time contracted for, charged, or received from the undersigned or otherwise by the Holder in connection with such loan so that the rate of interest on account of such indebtedness, as so calculated, is uniform throughout the term hereof. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between the parties.

(g) Maker and all endorsers, guarantors, sureties, accommodation parties hereof and all other persons liable or to become liable on this Note, jointly and severally agree to pay all costs of collection, including reasonable attorneys' fees (including paralegal fees and "fees for fees") all costs of suit, and internal administrative costs in the event that the unpaid principal sum of this Note, or any payment of interest thereon, is not paid when due, or in case it becomes necessary to protect the security, if any, for the indebtedness evidenced hereby, or in the event the Holder is made a party to any litigation because of the existence of the indebtedness evidenced by this Note, or because of the existence of the Security Documents, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a Bankruptcy Court or other legal proceedings.

(h) This Note may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change or modification or discharge is sought.

(i) Whenever used herein, the words "Maker" and "Holder" shall be deemed to include their respective heirs, personal representatives, successors and assigns. If Maker constitutes more than one party, all parties which constitute Maker shall be jointly and severally liable with respect to the obligations hereunder and under any instrument securing this Note.

(j) This Note shall be construed to and governed by the laws of the State of Florida and the laws of the United States of America applicable to transactions in the State of Florida.

(k) Maker expressly agrees that the exclusive venue and forum for any action based upon or in connection with this Note shall be in the state court in and for Palm Beach County, Florida.

(l) Maker hereby waives demand, presentment, protest and notice of dishonor, waives suit against or joinder of any other person, waives the right to interpose or set-off or non-compulsory counterclaim or to plead laches or any statute of limitations as a defense in any such action or proceeding.

(m) Holder may at any time assign all or any portion of the Loan without authorization of the Maker.

(n) This Note may be prepaid in whole or in part at any time without penalty. Any lump-sum payments are applied to the principal and therefore the total balance will go down, but the payments do not change.

(o) Holder has first right of refusal to pay delinquent dues for individual units.

(p) If any payment under this Note is not paid when due and remains unpaid after forty-five (45) days and written notice has been provided to Maker, no less than the entire principal amount outstanding and any interest accrued thereon, shall at once become due and payable at the option of the Holder. Holder may exercise this option to accelerate during any default by Maker regardless of any prior forbearance.

**(q) Maker waives the right to trial by jury (which Holder hereby also waives) in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Note, or arising out of, under, or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether before or after the date of this Note, whether in connection with the making of this Note, collection of the loan, or otherwise, and and further waives any and all defenses to non-payment of this Note, except full and timely payment, and waives any counterclaims or independent lawsuits against Holder made in connection with or related to this Note, and acknowledges that the pleading of same shall be construed as separate and additional defaults of this Note. Maker hereby acknowledges that this provision has been voluntarily entered into and has been separately bargained for. This provision is a material inducement for the Holder making the loan evidenced by this Note.**

IN WITNESS WHEREOF, Maker has executed this Note as of the date of the first hereinabove written.

By: \_\_\_\_\_  
**SOUTH FLORIDA REAL ESTATE**  
Its: Ricky McGraw, Authorized Agent

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_  
Its: Authorized Agent

Ricky McGraw  
2336 SE Ocean Blvd #279  
Stuart FL 34996

# **EXHIBIT**

**“C”**



## PROMISSORY NOTE

\$18,278,238.04

Stuart, Florida  
August 31, 2023

FOR VALUE RECEIVED, **DOCKSIDE AT VENTURA CONDOMINIUM ASSOCIATION** (“Maker”) hereby agree and promise to pay to the order of **SOUTH FLORIDA REAL ESTATE** (“Holder”), at 2336 SE Ocean Blvd, #279, Stuart FL 34996 or such other place as Holder may designate in writing, in lawful money of the United States of America, the principal sum of EIGHTENN MILLON TWO HUNDRED SEVENTY EIGHT THOUSAND TWO HUNDRED THIRTY EIGHT and 04/100 Dollars (\$18,278,238.04) together with interest thereon from the date hereof until maturity at the rate indicated below, such principal sum and interest to be paid:

(a) Interest shall accrue at the rate of ten and a half percent (10.5%) per annum, beginning on October 16, 2023, and continuing monthly until the September 16, 2035, when any remaining principal balance and any unpaid interest becomes due and payable in full. First loan payment shall be due November 16th and every 16th of the month thereafter.

(b) The prior Promissory Note, dated May 3, 2023, (“Prior Note”) will have a payoff balance of \$3,892,178.60 on October 16, 2023, as long as all subsequent payments are made when due. That balance has been rolled into this new Promissory Note and upon the 5<sup>th</sup> payment of the Prior Note AND the execution of this agreement, no further payments are due on the Prior Note.

(c) Holder will retain the funds and will only disburse from escrow to Maker’s contractor (SFR Services) upon written approval from Maker.

(d) If any payment of principal or interest provided for herein is not paid when due, each and every such delinquent payment, including the entire principal balance and accrued interest in the event of an acceleration of this Note as provided below, shall bear interest at ten and a half percent (10.5%), from its due date until the date of payment.

(e) In the event any payment required hereunder shall become overdue for a period in excess of five (5) days (after the 21st of each month), a charge of five percent (5%) of such overdue installment shall be charged by Holder to defray the expense incident to handling such delinquent payment.

(f) Holder will not file any liens or second mortgages on individual units.

(g) All agreements between the undersigned and the Holder hereof, whether now existing or whether hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity hereof, or otherwise, shall the amount paid or agreed to be paid to the Holder for the use, forbearance of detention of the money loaned hereunder, or advanced for the performance or payment of any covenant or obligation contained herein or in any other document evidencing, security or pertaining to the indebtedness evidenced hereby, exceed the maximum amount permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any such other document, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, and if from such circumstance the Holder hereof shall ever receive anything of value deemed by applicable law to

be interest in any amount that would exceed the highest lawful rate payable hereunder, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest, and if the amount that would be excessive interest exceeds the principal balance then owing, such excess shall be refunded to the party paying the same. It is further agreed, without limitation of the foregoing, that all calculations of the rate of interest contracted for, charged, or received under this Note, or under any instrument evidencing or securing the loan evidenced hereby, that are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the extent permitted by applicable law, by amortizing, prorating, allocating, and spreading throughout the full stated term of the loan evidenced hereby, all such interest at any time contracted for, charged, or received from the undersigned or otherwise by the Holder in connection with such loan so that the rate of interest on account of such indebtedness, as so calculated, is uniform throughout the term hereof. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between the parties.

(h) Maker and all endorsers, guarantors, sureties, accommodation parties hereof and all other persons liable or to become liable on this Note, jointly and severally agree to pay all costs of collection, including reasonable attorneys' fees (including paralegal fees and "fees for fees") all costs of suit, and internal administrative costs in the event that the unpaid principal sum of this Note, or any payment of interest thereon, is not paid when due, or in case it becomes necessary to protect the security, if any, for the indebtedness evidenced hereby, or in the event the Holder is made a party to any litigation because of the existence of the indebtedness evidenced by this Note, or because of the existence of the Security Documents, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a Bankruptcy Court or other legal proceedings.

(i) This Note may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change or modification or discharge is sought.

(j) Whenever used herein, the words "Maker" and "Holder" shall be deemed to include their respective heirs, personal representatives, successors and assigns. If Maker constitutes more than one party, all parties which constitute Maker shall be jointly and severally liable with respect to the obligations hereunder and under any instrument securing this Note.

(k) This Note shall be construed to and governed by the laws of the State of Florida and the laws of the United States of America applicable to transactions in the State of Florida.

(l) Maker expressly agrees that the exclusive venue and forum for any action based upon or in connection with this Note shall be in the state court in and for Palm Beach County, Florida.

(m) Maker hereby waives demand, presentment, protest and notice of dishonor, waives suit against or joinder of any other person, waives the right to interpose or set-off or non-compulsory counterclaim or to plead laches or any statute of limitations as a defense in any such action or proceeding.

(n) Holder may at any time assign all or any portion of the Loan without authorization of the Maker.

(o) This Note may be prepaid in whole or in part at any time without penalty.

(p) Any payments issued by the Voyager Indemnity Insurance Company for the property damage claim #00201552541 will be paid by Maker to Holder and applied to the loan principal thereby reducing the length of the loan, not modifying monthly payments.

(q) If any payment under this Note is not paid when due and remains unpaid after forty-five (45) days and written notice has been provided to Maker, no less than the entire principal amount outstanding and any interest accrued thereon, shall at once become due and payable at the option of the Holder. Holder may exercise this option to accelerate during any default by Maker regardless of any prior forbearance.

**(r) Maker waives the right to trial by jury (which Holder hereby also waives) in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Note, or arising out of, under, or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether before or after the date of this Note, whether in connection with the making of this Note, collection of the loan, or otherwise, and further waives any and all defenses to non-payment of this Note, except full and timely payment, and waives any counterclaims or independent lawsuits against Holder made in connection with or related to this Note, and acknowledges that the pleading of same shall be construed as separate and additional defaults of this Note. Maker hereby acknowledges that this provision has been voluntarily entered into and has been separately bargained for. This provision is a material inducement for the Holder making the loan evidenced by this Note.**

IN WITNESS WHEREOF, Maker has executed this Note as of the date of the first hereinabove written.

By: \_\_\_\_\_  
**SOUTH FLORIDA REAL ESTATE**  
Its: Ricky McGraw, Authorized Agent

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_  
Its: Authorized Agent

Ricky McGraw  
2336 SE Ocean Blvd #279  
Stuart FL 34996

**Monthly Payment: \$223,751.35**

Month	Interest	Principal	Ending Balance
1	\$159,934.58	\$63,816.77	\$18,214,421.27
2	\$159,376.19	\$64,375.16	\$18,150,046.11
3	\$158,812.90	\$64,938.44	\$18,085,107.67
4	\$158,244.69	\$65,506.66	\$18,019,601.01
5	\$157,671.51	\$66,079.84	\$17,953,521.17
6	\$157,093.31	\$66,658.04	\$17,886,863.13
7	\$156,510.05	\$67,241.30	\$17,819,621.84
8	\$155,921.69	\$67,829.66	\$17,751,792.18
9	\$155,328.18	\$68,423.17	\$17,683,369.01
10	\$154,729.48	\$69,021.87	\$17,614,347.15
11	\$154,125.54	\$69,625.81	\$17,544,721.33
12	\$153,516.31	\$70,235.04	\$17,474,486.30
End of year 1			
13	\$152,901.76	\$70,849.59	\$17,403,636.71
14	\$152,281.82	\$71,469.53	\$17,332,167.18
15	\$151,656.46	\$72,094.89	\$17,260,072.29
16	\$151,025.63	\$72,725.72	\$17,187,346.58
17	\$150,389.28	\$73,362.07	\$17,113,984.51
18	\$149,747.36	\$74,003.98	\$17,039,980.53
19	\$149,099.83	\$74,651.52	\$16,965,329.01
20	\$148,446.63	\$75,304.72	\$16,890,024.29
21	\$147,787.71	\$75,963.64	\$16,814,060.65
22	\$147,123.03	\$76,628.32	\$16,737,432.34
23	\$146,452.53	\$77,298.82	\$16,660,133.52
24	\$145,776.17	\$77,975.18	\$16,582,158.34
End of year 2			
25	\$145,093.89	\$78,657.46	\$16,503,500.88
26	\$144,405.63	\$79,345.72	\$16,424,155.16
27	\$143,711.36	\$80,039.99	\$16,344,115.17
28	\$143,011.01	\$80,740.34	\$16,263,374.83
29	\$142,304.53	\$81,446.82	\$16,181,928.01
30	\$141,591.87	\$82,159.48	\$16,099,768.54
31	\$140,872.97	\$82,878.37	\$16,016,890.16
32	\$140,147.79	\$83,603.56	\$15,933,286.60
33	\$139,416.26	\$84,335.09	\$15,848,951.51
34	\$138,678.33	\$85,073.02	\$15,763,878.49
35	\$137,933.94	\$85,817.41	\$15,678,061.08
36	\$137,183.03	\$86,568.31	\$15,591,492.76
End of year 3			
37	\$136,425.56	\$87,325.79	\$15,504,166.98

38	\$135,661.46	\$88,089.89	\$15,416,077.09
39	\$134,890.67	\$88,860.67	\$15,327,216.42
40	\$134,113.14	\$89,638.20	\$15,237,578.21
41	\$133,328.81	\$90,422.54	\$15,147,155.67
42	\$132,537.61	\$91,213.74	\$15,055,941.94
43	\$131,739.49	\$92,011.86	\$14,963,930.08
44	\$130,934.39	\$92,816.96	\$14,871,113.12
45	\$130,122.24	\$93,629.11	\$14,777,484.01
46	\$129,302.99	\$94,448.36	\$14,683,035.65
47	\$128,476.56	\$95,274.79	\$14,587,760.86
48	\$127,642.91	\$96,108.44	\$14,491,652.42
End of year 4			
49	\$126,801.96	\$96,949.39	\$14,394,703.03
50	\$125,953.65	\$97,797.70	\$14,296,905.34
51	\$125,097.92	\$98,653.43	\$14,198,251.91
52	\$124,234.70	\$99,516.64	\$14,098,735.27
53	\$123,363.93	\$100,387.41	\$13,998,347.85
54	\$122,485.54	\$101,265.80	\$13,897,082.05
55	\$121,599.47	\$102,151.88	\$13,794,930.17
56	\$120,705.64	\$103,045.71	\$13,691,884.46
57	\$119,803.99	\$103,947.36	\$13,587,937.10
58	\$118,894.45	\$104,856.90	\$13,483,080.20
59	\$117,976.95	\$105,774.40	\$13,377,305.80
60	\$117,051.43	\$106,699.92	\$13,270,605.88
End of year 5			
61	\$116,117.80	\$107,633.55	\$13,162,972.33
62	\$115,176.01	\$108,575.34	\$13,054,396.99
63	\$114,225.97	\$109,525.37	\$12,944,871.62
64	\$113,267.63	\$110,483.72	\$12,834,387.90
65	\$112,300.89	\$111,450.45	\$12,722,937.44
66	\$111,325.70	\$112,425.65	\$12,610,511.80
67	\$110,341.98	\$113,409.37	\$12,497,102.43
68	\$109,349.65	\$114,401.70	\$12,382,700.73
69	\$108,348.63	\$115,402.72	\$12,267,298.01
70	\$107,338.86	\$116,412.49	\$12,150,885.52
71	\$106,320.25	\$117,431.10	\$12,033,454.42
72	\$105,292.73	\$118,458.62	\$11,914,995.80
End of year 6			
73	\$104,256.21	\$119,495.14	\$11,795,500.66
74	\$103,210.63	\$120,540.72	\$11,674,959.94
75	\$102,155.90	\$121,595.45	\$11,553,364.49
76	\$101,091.94	\$122,659.41	\$11,430,705.09
77	\$100,018.67	\$123,732.68	\$11,306,972.41
78	\$98,936.01	\$124,815.34	\$11,182,157.07

79	\$97,843.87	\$125,907.47	\$11,056,249.59
80	\$96,742.18	\$127,009.16	\$10,929,240.43
81	\$95,630.85	\$128,120.49	\$10,801,119.93
82	\$94,509.80	\$129,241.55	\$10,671,878.39
83	\$93,378.94	\$130,372.41	\$10,541,505.97
84	\$92,238.18	\$131,513.17	\$10,409,992.80
End of year 7			
85	\$91,087.44	\$132,663.91	\$10,277,328.89
86	\$89,926.63	\$133,824.72	\$10,143,504.17
87	\$88,755.66	\$134,995.69	\$10,008,508.48
88	\$87,574.45	\$136,176.90	\$9,872,331.58
89	\$86,382.90	\$137,368.45	\$9,734,963.14
90	\$85,180.93	\$138,570.42	\$9,596,392.72
91	\$83,968.44	\$139,782.91	\$9,456,609.81
92	\$82,745.34	\$141,006.01	\$9,315,603.79
93	\$81,511.53	\$142,239.82	\$9,173,363.98
94	\$80,266.93	\$143,484.41	\$9,029,879.56
95	\$79,011.45	\$144,739.90	\$8,885,139.66
96	\$77,744.97	\$146,006.38	\$8,739,133.29
End of year 8			
97	\$76,467.42	\$147,283.93	\$8,591,849.35
98	\$75,178.68	\$148,572.67	\$8,443,276.69
99	\$73,878.67	\$149,872.68	\$8,293,404.01
100	\$72,567.29	\$151,184.06	\$8,142,219.95
101	\$71,244.42	\$152,506.92	\$7,989,713.02
102	\$69,909.99	\$153,841.36	\$7,835,871.66
103	\$68,563.88	\$155,187.47	\$7,680,684.19
104	\$67,205.99	\$156,545.36	\$7,524,138.83
105	\$65,836.21	\$157,915.13	\$7,366,223.70
106	\$64,454.46	\$159,296.89	\$7,206,926.81
107	\$63,060.61	\$160,690.74	\$7,046,236.07
108	\$61,654.57	\$162,096.78	\$6,884,139.29
End of year 9			
109	\$60,236.22	\$163,515.13	\$6,720,624.16
110	\$58,805.46	\$164,945.89	\$6,555,678.27
111	\$57,362.18	\$166,389.16	\$6,389,289.11
112	\$55,906.28	\$167,845.07	\$6,221,444.04
113	\$54,437.64	\$169,313.71	\$6,052,130.33
114	\$52,956.14	\$170,795.21	\$5,881,335.12
115	\$51,461.68	\$172,289.67	\$5,709,045.45
116	\$49,954.15	\$173,797.20	\$5,535,248.25
117	\$48,433.42	\$175,317.93	\$5,359,930.32
118	\$46,899.39	\$176,851.96	\$5,183,078.37
119	\$45,351.94	\$178,399.41	\$5,004,678.95

120	\$43,790.94	\$179,960.41	\$4,824,718.55
End of year 10			
121	\$42,216.29	\$181,535.06	\$4,643,183.49
122	\$40,627.86	\$183,123.49	\$4,460,059.99
123	\$39,025.52	\$184,725.82	\$4,275,334.17
124	\$37,409.17	\$186,342.17	\$4,088,992.00
125	\$35,778.68	\$187,972.67	\$3,901,019.33
126	\$34,133.92	\$189,617.43	\$3,711,401.90
127	\$32,474.77	\$191,276.58	\$3,520,125.32
128	\$30,801.10	\$192,950.25	\$3,327,175.06
129	\$29,112.78	\$194,638.57	\$3,132,536.50
130	\$27,409.69	\$196,341.65	\$2,936,194.84
131	\$25,691.70	\$198,059.64	\$2,738,135.20
132	\$23,958.68	\$199,792.67	\$2,538,342.54
End of year 11			
133	\$22,210.50	\$201,540.85	\$2,336,801.69
134	\$20,447.01	\$203,304.33	\$2,133,497.35
135	\$18,668.10	\$205,083.25	\$1,928,414.11
136	\$16,873.62	\$206,877.72	\$1,721,536.38
137	\$15,063.44	\$208,687.90	\$1,512,848.48
138	\$13,237.42	\$210,513.92	\$1,302,334.55
139	\$11,395.43	\$212,355.92	\$1,089,978.63
140	\$9,537.31	\$214,214.04	\$875,764.60
141	\$7,662.94	\$216,088.41	\$659,676.19
142	\$5,772.17	\$217,979.18	\$441,697.01
143	\$3,864.85	\$219,886.50	\$221,810.51
144	\$1,940.84	\$221,810.51	\$0.00
End of year 12			

**EXHIBIT**

**“D”**



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES, AND MOBILE HOMES**

**IN RE: PETITION FOR ARBITRATION:            CONDOMINIUM RECALL**

**ELIZABETH LEUVEN,  
Unit Owner Representative,**

**Petitioner,**

**v.**

**Case No. 2023-05-5852**

**DOCKSIDE AT VENTURA  
CONDOMINIUM ASSOCIATION, INC.,**

**Respondent.**

Filed with  
Arbitration Section

NOV 29 2023

Div. of FL Condos, Timeshares & Mobile Homes  
Dept. of Business & Professional Regulation

**SUMMARY FINAL ORDER**

Issue

Whether the board of directors properly voted not to certify the recall.

Procedural History

On October 4, 2023, Petitioner, Elizabeth Leuven, (Ms. Leuven) filed a petition for non-binding arbitration of a recall dispute naming Dockside At Ventura Condominium Association, Inc. (Association) as Respondent. On October 26, 2023, the Association filed a motion in opposition to the petition and a motion to dismiss. On October 27, 2023, an order was entered denying the motion.

On November 3, 2023, the Association filed its answer containing two defenses: (1) that the board timely held its meeting to consider the recall; and (2) that the petition was untimely because the next election is on November 20, 2023; thus, only 47 days elapsed between the filing of the petition and the next election, in violation of section

718.112(2)(l)(7), Florida Statutes (the 60 day rule). On the same day counsel for Ms. Leuven filed a document stating that the board of directors had determined that no election on November 20, 2023, would be held because only five unit owners submitted intents to be candidates for the five open board seats.

On November 16, 2023, a hearing for case management was held; counsel for the parties participated; and the issues were discussed. At the hearing, the Association stated that there would be an annual membership meeting and board election on November 20, 2023. In an order entered on November 17, 2023, the arbitrator cancelled the annual membership meeting and board election, and stated concerns about whether the November 20, 2023, meeting and election was properly noticed, and whether it was scheduled for the purpose of mooted or defeating the recall received by the Association on September 19, 2023.

#### Findings of Fact

1. Ms. Leuven owns a unit in the condominium and is a member of the Association.
2. The Association is the legal entity responsible for the operation and maintenance of the condominium.
3. There are 266 units in the condominium. Thus, a majority vote to recall a director would require 134 recall ballots.
4. On September 18, 2023, Ms. Leuven personally delivered 157 recall ballots at the office of the Association's registered agent. She also served the ballots to the registered agent by Certified Mail on the same date, and the agent received them on September 19, 2023.

5. The ballots voted to recall directors Richard Pannulo, Ronaldo Lovo, and Niva Lovo, and voted to replace these directors with Juan Marmol, Joseph Parker, and Cathia Cespedes.

6. On September 19, 2023, the Association's manager, Access Management, sent an email to the unit owners that stated in part:

We feel obligated to highlight that a recall vote, especially amidst ongoing litigation with the insurance company, could have detrimental consequences. . . . We kindly ask those who have supported the recall to reconsider their votes as all owners will be impacted [sic] if the repairs are not made including those who are in a completed building. If you wish to change your vote or have any questions, please don't hesitate to contact our team directly at [dockside@accessdifference.com](mailto:dockside@accessdifference.com). Alternatively, feel free to reach out to us via phone for further assistance.. . .

7. At a board meeting on August 26, 2023, the board president, Mr. Pannulo, announced that the next board election would be in January 2024. The Association's by-laws require the annual membership meeting and election for the board of directors to be held between January 2nd and February 28<sup>th</sup> of each year and not more than 13 months from the last annual meeting and board election.

8. On September 22, 2023, the board announced to the unit owners by posting a notice on the condominium property, and by email, that a meeting to consider the recall would be held on September 25, 2023. The notice did not state the location of the meeting, rather it stated: "**Location: Via Zoom.** *Please join the meeting from your computer, tablet or smartphone.* (Emphasis in original).

9. On September 25, 2023, the board held a 90 second zoom meeting and determined not to certify the recall. At this meeting, the unit owners were muted; no discussion was held; and no questions were taken from unit owners. The minutes state that the reasons the board gave were that (1) portions of the ballots were filled out by a

person or persons other than the unit owner with pre-checked boxes; and (2) the annual election had been scheduled and noticed for November 20, 2023, so the 60-day rule applied.

10. On September 26, 2023, seven days after receiving the recall ballots, the Association's manager posted an electronic notice that the annual membership meeting and board election would occur on November 20, 2023.

11. Petitioner's un rebutted affidavit stated that the Association did not hold an annual membership meeting and election for the board of directors in October 2022.

#### Conclusions of Law

The arbitrator has subject matter jurisdiction of the recall dispute and personal jurisdiction of the parties. Pursuant to Rule 61B-45.030, Florida Administrative Code, the arbitrator concludes that because there are no disputed issues of material fact, the case is appropriate for summary disposition.

#### Applicable Statutory and Bylaws Provisions Concerning Noticing and Conducting Board Meetings to Consider a Recall Effort

Section 718.112(1)(c) provides in part as follows:

Meetings of the board of directors at which a quorum of the members is present are open to all unit owners. . . . The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. . . . 1. Adequate notice of all board meetings, which must specifically identify all agenda items, must be posted conspicuously on the condominium property at least 48 hours before the meeting except in an emergency. . . .

(Emphasis added). Subsection (1)(c) 3. provides that there are only two exceptions to the requirement that board meetings be open to unit owners to attend and speak at: (1) meetings of the board and its attorney with respect to litigation if the meeting is held for seeking or rendering legal advice; and (2) meetings held to discuss personnel matters.

Section 718.112(2)(d) provides in part:

1. An annual meeting of the unit owners must be held at the location provided in the association bylaws[.] . . . 3. The bylaws must provide the method of calling meetings of unit owners including annual meetings.

(Emphasis added). Section 718.112(2)(l) provides in part:

Subject to s. 718.301, any member of the board of administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. . . . Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose. 1. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided in this paragraph.

The Association's bylaws do not permit the board to hold zoom meetings, much less zoom meetings to consider recall efforts. Rather, Article II, paragraph 2.2 provides in part:

The annual meeting of the membership shall be held at the office of the Association . . . as determined and designated by the Board of Directors in the notice of such meeting upon a date which shall fall between the second day of January and the twenty-eight day of February in each year subsequent to 1989; provided, however, that said date may be changed by resolution of the board so long as the annual meeting for any year shall be held not later than thirteen (13) months after the last preceding annual meeting of the members[.]

Article II, paragraph 2.4 provides in part:

Written notice of all meetings or members (whether the annual meeting or a special meeting) shall be mailed to each member entitled to vote at his address as it appears in the records of the Association not less than fourteen (14) days prior to the date of such meeting. Proof of such mailings shall be given by the affidavit of the person who mailed such notice. The notice shall state the time and place of such meeting and the purpose for which the meeting is called and shall be signed by an officer of the Association. Notice of all meetings of members shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to such meeting.

(Emphasis added).

The arbitrator interprets the above quoted statutory and bylaws provisions to mean that the Association's notice that the board would hold its meeting to consider the recall on September 25, 2023, only by Zoom violated such provisions. The intent of the Legislature and of the bylaws was to require an open meeting at the office of the Association which members could attend and speak at and not limit their right to attend only by using a computer, tablet or smartphone via a zoom telephonic conference call. Moreover, during the Zoom meeting, the Association muted the unit owners who called into the meeting and did not permit them to ask questions in violation of the statute. The Association also did not provide an affidavit by the person who provided the notice of the zoom meeting that it had been delivered, and the actual notice itself was not signed by an officer of the Association. Finally, pursuant to section 718.112(2)(l), the Association could not email the notice of the special meeting to consider the recall as it did here. Thus, the Association was required to notice the meeting by posting it on the condominium property - which it did - and by mailing the owners a copy as the bylaws required - which it did not.

#### The Merits of The Recall Effort

In addition to improper notice of the board meeting held to consider the recall, the arbitrator concludes that a majority of the unit owners - 157 - voted by facially valid ballots to recall the three targeted directors who should have removed themselves from the board at the conclusion of the board meeting on September 25, 2023. Section 718.112(l)(2). The minutes of the board meeting held to consider the recall stated only two reasons for concluding that a majority of the owners did not vote to recall the directors: (1) portions of the ballots were filled out by a person or persons other than the

unit owner with pre-checks in the boxes to recall the targeted directors; and (2) the annual election had been scheduled and noticed for November 20, 2023, so the 60-day rule applied. The first reason given was not asserted in the Association's answer and was therefore waived. Rule 61B-45.019(3), Florida Administrative Code.

Even had that reason not been waived, section 718.112(l)4. limits the arbitrator's review "to the sufficiency of service on the board and the facial validity of the written agreement or ballots filed." In *Swint v. Flamingo South Beach I Condominium Association, Inc.*, Arb. Case No. 2021-03-1388, Summary Final Order (November 19, 2021) - a recall case - the arbitrator set forth what facial validity means:

Arbitration decisions have narrowly construed what makes a ballot facially invalid. For such determination, the arbitrator's review is limited to a defect within the four corners of the ballot itself and must not consider extrinsic evidence. . . . Examples of facial invalidity include where (1) the votes on the recall ballot were pre-marked; (2) the recall ballot did not provide an opportunity for the voter to cast a vote individually to recall or retain, each board member targeted for recall, (3) the ballot did not contain a signature; and (4) there are no markings on a ballot indicating that the unit owner voted to recall or retain a board member, *i.e.*, where no check is in the box next to the board member's name.

See, *e.g.*, *Calvet v. Applegreen Condominium Apartments, Inc.*, Arb. Case 2017-01-0990, Summary Final Order (June 14, 2017)(election case rejecting claim of pre-marked ballots; a ballot not marked in advance and reproduced and cast; handwritten check marks next to each candidate's name not identical within each ballot and across all ballots).

Moreover, the minutes of the recall meeting do not identify exactly what portions of which ballots contained alleged pre-checked boxes. The ballot form contains a Block A where there are boxes to mark to recall or retain a director and, also, a Block B where a box is provided to be marked next to the name of each replacement board candidate.

If the alleged pre-marks were to Block B boxes, "[t]he vote for recall of board members is treated separately from the vote for replacement candidates, and the Association cannot reject recall ballots based on replacement candidate issues." See, *Calvet, supra*. The arbitrator has carefully reviewed the 157 ballots and cannot determine from them if any were filled out by persons other than the voter with pre-checks in the Block A boxes.

Finally, the Association's only defense asserted in the answer was that the next scheduled election was for November 20, 2022, so that the petition was filed within the 60-day rule in violation of section 718.112(l)(7). The arbitrator concludes that the Association has not established this defense. First, the prohibition of a recall petition being filed within 60 days of an annual membership and board election meeting is not applicable in this case. Apparently, the board determined that it had to schedule the annual membership meeting and board election on November 20, 2023, to comply with the requirement in the bylaws that such meeting and election not be held more than 13 months after the last meeting and election. However, the record evidence is that there was no annual membership meeting and board election in 2022 on any date.

More importantly, division precedent holds that a board of directors may not properly schedule a sham annual membership meeting and board election for the purpose of mooting or defeating a valid recall. In *Forrest Green Condominium Association, Inc. v. Unit Owners Voting For Recall*, Arb. Case No. 2008-06-0173, Final Order of Dismissal As Moot (January 16, 2009), the arbitrator stated:

If there is an election held after a petition for recall arbitration has been filed, the election renders the recall moot, and the petition for recall arbitration will be dismissed: The only exception is when the election is a "sham" election - an election that is quickly scheduled in apparent



response to a recall effort, that does not substantially comply with the statutes and rules governing elections, and that appears to be for the sole purpose of defeating the recall effort.

(Emphasis added). On the facts, the arbitrator concluded that there were no allegations that the hurry-up election was a sham.<sup>1</sup>

In this case, the arbitrator concludes, based on the facts and circumstances, that the attempt by the board to quickly schedule the annual membership meeting and board election on November 20, 2023, seven days after receipt of the recall ballots, was for the sole purpose of mooted or defeating the recall effort. Finally, the arbitrator concludes that the email from the Association's manager to the unit owners on September 19, 2023, asking the unit owners to reconsider their recall ballots was inapplicable and highly improper and should never be done again by this Association.<sup>2</sup> It is therefore,

ORDERED AND ADJUDGED that the recall is Certified and that directors Richard Pannulo, Ronaldo Lovo, and Niva Lovo were properly recalled on the date of the board meeting on September 25, 2023, to consider the recall. They shall turn over to the board within 10 full business days from the date of this summary final order, any and all records and property of the Association. It is further,

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<sup>1</sup> See also, *Umrikhin v. King David of Sunny Isles Condominium Association, Inc.*, Arb. Case No. 2020-01-5836, Summary Final Order (October 30, 2020)(certifying recall); *Citrus Oaks Homeowners Association, Inc., v. Meusel*, Arb. Case No. 2022-05-1326, Summary Final Order (November 16, 2022)(certifying recall); and *The Grand At Ibis Homeowners Association, Inc. v. Unit Owners Voting For Recall*, Arb. Case No. 2023-01-1013, Summary Final Order (June 30, 2023)(certifying recall).

<sup>2</sup> Recall ballots may not be rescinded after the date the ballots were received by the Association. See, Rule 61B-23.0028(1)(k), Florida Administrative Code.

ORDERED AND ADJUDGED that replacement board candidates Juan Marmol, Joseph Parker, and Cathia Cespedes are members of the board of directors as of the date of this summary final order.

**AFTER THE TIME HAS RUN FOR THE ASSOCIATION TO FILE A MOTION FOR REHEARING, OR AFTER SUCH MOTION MAY BE DENIED, AND REGARDLESS OF WHETHER ASSOCIATION FILES FOR TRIAL DE NOVO, IT SHALL IMMEDIATELY POST A COPY OF THIS SUMMARY FINAL ORDER IN A CONSPICUOUS PLACE ON THE CONDOMINIUM PROPERTY WHERE NOTICES ARE ROUTINELY POSTED FOR A PERIOD OF THIRTY (30) DAYS AND SHALL DELIVER A COPY OF THE FINAL SUMMARY ORDER TO EACH UNIT OWNER BY U.S. MAIL. UNIT OWNERS MAY ALSO RECEIVE A COPY OF SUCH ORDER BY CALLING OR EMAILING A REQUEST TO THE DIVISION'S ARBITRATION SECTION AT: (850) 414-6867, OR ARBITRATION.CTMH@MYFLORIDALICENSE.COM.**

DONE AND ORDERED this 29<sup>th</sup> day of November, 2023, at Tallahassee, Leon County, Florida.



Keith E. Hope, Arbitrator  
Office of the General Counsel  
Department of Business and Professional  
Regulation  
2601 Blair Stone Road  
Tallahassee, Fl. 32399-1030  
(850) 414-6867  
(850) 487-0870 (Facsimile)

**Trial de novo and Attorney's Fees and Costs**

This decision shall be binding on the parties unless a complaint for trial *de novo* is filed in accordance with section 718.1255, Florida Statutes. A prevailing party may file a motion for attorney's fees and costs in accordance with Rule 61B-45.048, Florida Administrative Code.

**Certificate of Service**

I HEREBY CERTIFY that on November 29th, 2023, a copy of the foregoing was served by U.S. Mail and email to:

Thomas C. Allison, Esq.  
121 South Orange Ave.  
Suite 840N  
Orlando, FL 32801  
[thomas@allisonpa.com](mailto:thomas@allisonpa.com)  
Attorney for Petitioner

Jennifer A. Englert, Esq.  
The Orlando Law Group, PL  
12301 Lake Underhill Road; Ste. 213  
Orlando, Florida 32828  
[jenglert@theorlandolawgroup.com](mailto:jenglert@theorlandolawgroup.com)  
Attorney for Respondent



---

Keith E. Hope

# **EXHIBIT**

**“E”**



# Invoice

Due Upon Receipt

**Invoice For:**

Dockside at Ventura

**Mail to:**

South Florida Real Estate  
2336 SE Ocean Blvd, #278  
Stuart, FL 34996

Description	Total price
December Monthly Payment Towards Promissory Note	\$ 223,751.35
5% Late Fee	\$ 11,187.56

Notes: A Service Fee Will be Assessed  
Monthly on All Overdue Invoices

Subtotal: **\$234,938.91**  
Previous Payments: **\$0.00**  
**\$234,938.91**

# **EXHIBIT**

**“F”**

# Invoice

12/20/2023

**For:**

Dockside at Ventura - Flood Claim  
2580 Woodgate Blvd  
Orlando, FL 32822



**SOUTHERN FLORIDA  
RESTORATION**

**Description**

**Total**

Invoice for work completed to date 12/20/23	
Interior Mitigation	\$5,256,125.51
Phase I Change Orders	\$262,368.88
Phase I Permits	\$33,504.28
Phase II Change Orders	\$361,953.68
Phase II Permits	\$18,855.92
Phase III Change Orders	\$278,290.25
Phase IV Change Orders	\$27,976.85
Phase IV Permits	\$4,266.04
Phase V Change Orders	\$20,982.66
SFR Services Inv 11812 - Header/Beam Replacement Change Order	\$14,414.40
Completed Interior Rebuild	\$13,254,295.32

Make check payable to:

SFR Services

2336 SE Ocean Blvd #278  
Stuart, FL 34996

**Subtotal: \$19,533,033.79**

**\*Previous Payments: \$13,504,900.41**

**Total Due: \$6,028,133.38**

Notes: Per Your Contract a Fee Will  
Be Assessed on All Overdue Invoices

\* Payments Directly to First Onsite = \$4,204,900.41 ; Payments Directly to SFR Services = \$8,800,000.00



**SOUTHERN FLORIDA  
RESTORATION**

**Flood Claim**

**Dockside at Ventura Condominium Association, Inc, All Insured Addresses, Orlando, FL 32822**

**Interior Mitigation**

First Onsite Invoice 99894	2572, 2556, 2548, 2536, 2524, 2512, 2500	\$1,311,750.00
SFR Services O&P		\$327,937.50
First Onsite Invoice 102086	All Buildings	\$2,893,150.41
SFR Services O&P		\$723,287.60
<b>Total</b>		<b>\$5,256,125.51</b>

**Phase I**

**Change Orders**

AllPro Construction Invoice #	Address	Total
17400	2556	\$7,792.57
17389	2556	\$6,037.50
17394	2552	\$8,813.00
17395	2548	\$6,947.08
17396	2544	\$10,155.47
17393	2560	\$8,541.69
17390	2564	\$6,037.50
17401	2564	\$9,038.50
17391	2568	\$6,037.50
17402	2568	\$2,042.14
17392	2572	\$6,037.50
17398	Vinyl Sliding	\$10,115.96
17403	2572	\$2,690.91
17399	2572, 2568, 2564, 2556	\$684.82
17418	2572, 2568, 2564, 2556	\$35,250.00
17415	2572, 2568, 2564, 2556	\$5,094.11
17404	2564 - Unit 101	\$2,468.75
17437	2572	\$11,437.20
17438	2568	\$11,371.05
17439	2564	\$10,042.65
17440	2556	\$10,384.20
17441	2572	\$6,658.75
17442	2568	\$6,658.75
17443	2564	\$6,658.75
17444	2556	\$6,658.75
17445	2572	\$1,560.00
17446	2568	\$1,560.00
17447	2564	\$1,560.00



17448	2556	\$1,560.00
Sub Total		\$209,895.10
SFR Services O&P		\$52,473.78
<b>Total</b>		<b>\$262,368.88</b>
Permits		
Permit Number	Address	Total
BLD2023-12336	2552	\$3,720.42
BLD2023-12339	2544	\$3,720.42
BLD2023-12337	2548	\$3,720.42
BLD2023-12335	2560	\$3,720.42
BLD2023-12339	2544	\$1,087.85
BLD2023-12337	2548	\$1,087.85
BLD2023-12336	2552	\$1,087.85
BLD2023-12335	2560	\$1,087.85
BLD2022-23533	2564	\$2,074.00
BLD2022-23527	2572	\$2,074.00
BLD2022-23530	2568	\$2,074.00
BLD2022-23534	2556	\$2,074.00
AllPro Construction Invoice 17409	2572, 2568, 2564, 2556	\$2,987.60
AllPro Construction Invoice 17399	2572, 2568, 2564, 2556	\$2,987.60
<b>Total</b>		<b>\$33,504.28</b>
Phase II		
Change Orders		
AllPro Contruction Invoice #	Address	Total
17436	2560, 2552, 2548, 2544	\$2,078.66
17449	2560, 2552, 2548, 2544	\$656.86
17450	2560	\$11,593.75
17451	2552	\$11,593.75
17452	2548	\$11,593.75
17453	2544	\$11,593.75
17454	2560, 2552, 2548, 2544	\$36,660.00
17455	2548	\$6,658.75
17456	2560	\$6,658.75
17457	2552	\$6,658.75
17458	2544	\$6,658.75
17470	2560, 2552, 2548, 2544	\$692.88
17471	2560 - Units 101 & 107	\$1,560.00
17472	2552 - Units 101 & 107	\$1,560.00
17473	2548 - Units 101 & 107	\$1,560.00
17474	2544 - Units 101 & 107	\$1,560.00
17475	2560 - Unit 104	\$4,125.00
17476	2560, 2552, 2548, 2544	\$1,305.16
17449A	2560, 2552, 2548, 2544	\$2,987.60

17484	2564	\$2,496.72
17485	2580	\$4,387.50
17486	2560, 2552, 2548, 2544	\$1,559.00
17514	Laundry Room Building	\$2,553.60
17515	All Buildings Roof Flashing & Siding	\$90,288.00
17527	2552	\$11,088.00
17528	2572	\$5,595.37
17529	2568	\$5,595.37
17530	2564	\$5,595.37
17531	2556	\$5,595.37
17532	2560	\$5,595.37
17533	2552	\$5,595.37
17534	2548	\$5,595.37
17535	2544	\$5,595.37
17544	2548, 2544, 2540, 2512	\$4,671.00
	Sub Total	\$289,562.94
	SFR Services O&P	\$72,390.74
	<b>Total</b>	<b>\$361,953.68</b>
<b>Permits</b>		
Permit Number	Address	Total
BLD2023-12340	2540	\$1,066.51
BLD2023-12342	2536	\$1,066.51
BLD2023-12343	2532	\$1,066.51
BLD2023-12345	2528	\$1,066.51
BLD2023-12340	2540	\$3,647.47
BLD2023-12342	2536	\$3,647.47
BLD2023-12343	2532	\$3,647.47
BLD2023-12345	2528	\$3,647.47
	<b>Total</b>	<b>\$18,855.92</b>
<b>Phase III</b>		
<b>Change Orders</b>		
AllPro Contruction Invoice #	Address	Total
17545	2540, 2536, 2532, 2528	\$505.56
17546	2536	\$4,367.19
17547	2540, 2536, 2532, 2528	\$12,660.08
17548	2528	\$52,378.97
17549	2532	\$48,773.13
17550	2536	\$53,038.41
17551	2540	\$50,908.86
	Sub Total	\$222,632.20
	SFR Services O&P	\$55,658.05
	<b>Total</b>	<b>\$278,290.25</b>
<b>Phase IV</b>		

<b>Change Orders</b>		
AllPro Contruction Invoice #	Address	Total
17553 - phase 4	2524, 2520, 2516, 2512	\$22,381.48
	SFR Services O&P	\$5,595.37
	<b>Total</b>	<b>\$27,976.85</b>
<b>Permits</b>		
Permit Number	Address	Total
BLD2023-12349	2512	\$1,066.51
BLD2023-12348	2516	\$1,066.51
BLD2023-12347	2520	\$1,066.51
BLD2023-12346	2524	\$1,066.51
	<b>Total</b>	<b>\$4,266.04</b>
<b>Phase V</b>		
AllPro Contruction Invoice #	Address	Total
17552 - phase 5	2508, 2504, 2500	\$16,786.13
	SFR Services O&P	\$4,196.53
	<b>Total</b>	<b>\$20,982.66</b>
<b>Change Orders</b>		
SFR Services Invoice #	Description	Total
11812	Header and Beam Replacement	<b>\$14,414.40</b>
<b>Interior Rebuild</b>		
<b>Completed Buildings</b>		
Bldg 1	2572	\$1,004,524.61
Bldg 2	2568	\$1,004,524.61
Bldg 3	2564	\$1,004,524.61
Bldg 4	2556	\$1,004,524.61
Bldg 5	2560	\$1,154,524.61
Bldg 6	2552	\$1,154,524.61
Bldg 7	2548	\$1,154,524.61
Bldg 8	2544	\$1,154,524.61
Bldg 9	2540	\$1,154,524.61
Bldg 10	2536	\$1,154,524.61
Bldg 11	2532	\$1,154,524.61
Bldg 12	2528	\$1,154,524.61
	<b>Total</b>	<b>\$13,254,295.32</b>
	<b>Grand Total</b>	<b>\$19,533,033.79</b>
	<b>Payment Directly to First Onsite</b>	<b>\$4,204,900.41</b>
	<b>Payment 12/29/2022</b>	<b>\$1,650,000.00</b>
	<b>Payment 4/28/2023</b>	<b>\$400,000.00</b>
	<b>Payment 5/30/2023</b>	<b>\$2,000,000.00</b>
	<b>Payment 9/11/2023</b>	<b>\$2,000,000.00</b>
	<b>Payment 10/26/2023</b>	<b>\$1,750,000.00</b>
	<b>Payment 11/29/2023</b>	<b>\$1,000,000.00</b>

<b>Payment 12/18/2023</b>	<b>\$500,000.00</b>
<b>Balance Due for Work Completed to Date 11/30/23:</b>	<b>\$6,028,133.38</b>

# **EXHIBIT**

**“G”**

# Invoice

12/28/2023

Due within 14 days

**For:**

Dockside at Ventura - Flood Claim  
2580 Woodgate Blvd  
Orlando, FL 32822



**SOUTHERN FLORIDA  
RESTORATION**

**Description**

**Total**

Invoice for work completed to date 12/20/23	
Interior Mitigation	\$5,256,125.51
Phase I Change Orders	\$262,368.88
Phase I Permits	\$33,504.28
Phase II Change Orders	\$361,953.68
Phase II Permits	\$18,855.92
Phase III Change Orders	\$278,290.25
Phase IV Change Orders	\$27,976.85
Phase IV Permits	\$4,266.04
Phase V Change Orders	\$20,982.66
SFR Services Inv 11812 - Header/Beam Replacement Change Order	\$14,414.40
Completed Interior Rebuild	\$13,254,295.32

Make check payable to:

SFR Services

2336 SE Ocean Blvd #278  
Stuart, FL 34996

**Subtotal: \$19,533,033.79**

**\*Previous Payments: \$13,504,900.41**

**Total Due: \$6,028,133.38**

Notes: Per Your Contract a Fee Will  
Be Assessed on All Overdue Invoices

\* Payments Directly to First Onsite = \$4,204,900.41 ; Payments Directly to SFR Services = \$9,300,000



SOUTHERN FLORIDA  
RESTORATION

**Flood Claim**

**Dockside at Ventura Condominium Association, Inc, All Insured Addresses, Orlando, FL 32822**

**Interior Mitigation**

First Onsite Invoice 99894	2572, 2556, 2548, 2536, 2524, 2512, 2500	\$1,311,750.00
SFR Services O&P		\$327,937.50
First Onsite Invoice 102086	All Buildings	\$2,893,150.41
SFR Services O&P		\$723,287.60
<b>Total</b>		<b>\$5,256,125.51</b>

**Phase I**

**Change Orders**

AllPro Construction Invoice #	Address	Total
17400	2556	\$7,792.57
17389	2556	\$6,037.50
17394	2552	\$8,813.00
17395	2548	\$6,947.08
17396	2544	\$10,155.47
17393	2560	\$8,541.69
17390	2564	\$6,037.50
17401	2564	\$9,038.50
17391	2568	\$6,037.50
17402	2568	\$2,042.14
17392	2572	\$6,037.50
17398	Vinyl Sliding	\$10,115.96
17403	2572	\$2,690.91
17399	2572, 2568, 2564, 2556	\$684.82
17418	2572, 2568, 2564, 2556	\$35,250.00
17415	2572, 2568, 2564, 2556	\$5,094.11
17404	2564 - Unit 101	\$2,468.75
17437	2572	\$11,437.20
17438	2568	\$11,371.05
17439	2564	\$10,042.65
17440	2556	\$10,384.20
17441	2572	\$6,658.75
17442	2568	\$6,658.75
17443	2564	\$6,658.75
17444	2556	\$6,658.75
17445	2572	\$1,560.00
17446	2568	\$1,560.00
17447	2564	\$1,560.00

17448	2556	\$1,560.00
Sub Total		\$209,895.10
SFR Services O&P		\$52,473.78
<b>Total</b>		<b>\$262,368.88</b>
Permits		
Permit Number	Address	Total
BLD2023-12336	2552	\$3,720.42
BLD2023-12339	2544	\$3,720.42
BLD2023-12337	2548	\$3,720.42
BLD2023-12335	2560	\$3,720.42
BLD2023-12339	2544	\$1,087.85
BLD2023-12337	2548	\$1,087.85
BLD2023-12336	2552	\$1,087.85
BLD2023-12335	2560	\$1,087.85
BLD2022-23533	2564	\$2,074.00
BLD2022-23527	2572	\$2,074.00
BLD2022-23530	2568	\$2,074.00
BLD2022-23534	2556	\$2,074.00
AllPro Construction Invoice 17409	2572, 2568, 2564, 2556	\$2,987.60
AllPro Construction Invoice 17399	2572, 2568, 2564, 2556	\$2,987.60
<b>Total</b>		<b>\$33,504.28</b>
Phase II		
Change Orders		
AllPro Contruction Invoice #	Address	Total
17436	2560, 2552, 2548, 2544	\$2,078.66
17449	2560, 2552, 2548, 2544	\$656.86
17450	2560	\$11,593.75
17451	2552	\$11,593.75
17452	2548	\$11,593.75
17453	2544	\$11,593.75
17454	2560, 2552, 2548, 2544	\$36,660.00
17455	2548	\$6,658.75
17456	2560	\$6,658.75
17457	2552	\$6,658.75
17458	2544	\$6,658.75
17470	2560, 2552, 2548, 2544	\$692.88
17471	2560 - Units 101 & 107	\$1,560.00
17472	2552 - Units 101 & 107	\$1,560.00
17473	2548 - Units 101 & 107	\$1,560.00
17474	2544 - Units 101 & 107	\$1,560.00
17475	2560 - Unit 104	\$4,125.00
17476	2560, 2552, 2548, 2544	\$1,305.16
17449A	2560, 2552, 2548, 2544	\$2,987.60



17484	2564	\$2,496.72
17485	2580	\$4,387.50
17486	2560, 2552, 2548, 2544	\$1,559.00
17514	Laundry Room Building	\$2,553.60
17515	All Buildings Roof Flashing & Siding	\$90,288.00
17527	2552	\$11,088.00
17528	2572	\$5,595.37
17529	2568	\$5,595.37
17530	2564	\$5,595.37
17531	2556	\$5,595.37
17532	2560	\$5,595.37
17533	2552	\$5,595.37
17534	2548	\$5,595.37
17535	2544	\$5,595.37
17544	2548, 2544, 2540, 2512	\$4,671.00
	Sub Total	\$289,562.94
	SFR Services O&P	\$72,390.74
	<b>Total</b>	<b>\$361,953.68</b>
<b>Permits</b>		
Permit Number	Address	Total
BLD2023-12340	2540	\$1,066.51
BLD2023-12342	2536	\$1,066.51
BLD2023-12343	2532	\$1,066.51
BLD2023-12345	2528	\$1,066.51
BLD2023-12340	2540	\$3,647.47
BLD2023-12342	2536	\$3,647.47
BLD2023-12343	2532	\$3,647.47
BLD2023-12345	2528	\$3,647.47
	<b>Total</b>	<b>\$18,855.92</b>
<b>Phase III</b>		
<b>Change Orders</b>		
AllPro Contruction Invoice #	Address	Total
17545	2540, 2536, 2532, 2528	\$505.56
17546	2536	\$4,367.19
17547	2540, 2536, 2532, 2528	\$12,660.08
17548	2528	\$52,378.97
17549	2532	\$48,773.13
17550	2536	\$53,038.41
17551	2540	\$50,908.86
	Sub Total	\$222,632.20
	SFR Services O&P	\$55,658.05
	<b>Total</b>	<b>\$278,290.25</b>
<b>Phase IV</b>		

<b>Change Orders</b>		
AllPro Contruccion Invoice #	Address	Total
17553 - phase 4	2524, 2520, 2516, 2512	\$22,381.48
	SFR Services O&P	\$5,595.37
	<b>Total</b>	<b>\$27,976.85</b>
<b>Permits</b>		
Permit Number	Address	Total
BLD2023-12349	2512	\$1,066.51
BLD2023-12348	2516	\$1,066.51
BLD2023-12347	2520	\$1,066.51
BLD2023-12346	2524	\$1,066.51
	<b>Total</b>	<b>\$4,266.04</b>
<b>Phase V</b>		
AllPro Contruccion Invoice #	Address	Total
17552 - phase 5	2508, 2504, 2500	\$16,786.13
	SFR Services O&P	\$4,196.53
	<b>Total</b>	<b>\$20,982.66</b>
<b>Change Orders</b>		
SFR Services Invoice #	Description	Total
11812	Header and Beam Replacement	<b>\$14,414.40</b>
<b>Interior Rebuild</b>		
<b>Completed Buildings</b>		
Bldg 1	2572	\$1,004,524.61
Bldg 2	2568	\$1,004,524.61
Bldg 3	2564	\$1,004,524.61
Bldg 4	2556	\$1,004,524.61
Bldg 5	2560	\$1,154,524.61
Bldg 6	2552	\$1,154,524.61
Bldg 7	2548	\$1,154,524.61
Bldg 8	2544	\$1,154,524.61
Bldg 9	2540	\$1,154,524.61
Bldg 10	2536	\$1,154,524.61
Bldg 11	2532	\$1,154,524.61
Bldg 12	2528	\$1,154,524.61
	<b>Total</b>	<b>\$13,254,295.32</b>
	<b>Grand Total</b>	<b>\$19,533,033.79</b>
	<b>Payment Directly to First Onsite</b>	<b>\$4,204,900.41</b>
	<b>Payment 12/29/2022</b>	<b>\$1,650,000.00</b>
	<b>Payment 4/28/2023</b>	<b>\$400,000.00</b>
	<b>Payment 5/30/2023</b>	<b>\$2,000,000.00</b>
	<b>Payment 9/11/2023</b>	<b>\$2,000,000.00</b>
	<b>Payment 10/26/2023</b>	<b>\$1,750,000.00</b>
	<b>Payment 11/29/2023</b>	<b>\$1,000,000.00</b>

<b>Payment 12/18/2023</b>	<b>\$500,000.00</b>
<b>Balance Due for Work Completed to Date 11/30/23:</b>	<b>\$6,028,133.38</b>

# **EXHIBIT**

**“H”**

# Invoice

12/28/2023

Due within 14 days

**For:**

Dockside at Ventura - Flood Claim  
2580 Woodgate Blvd  
Orlando, FL 32822



**SOUTHERN FLORIDA  
RESTORATION**

**Description**

**Total**

Invoice for work completed to date 12/20/23	
Interior Mitigation	\$5,256,125.51
Phase I Change Orders	\$262,368.88
Phase I Permits	\$33,504.28
Phase II Change Orders	\$348,093.68
Phase II Permits	\$18,855.92
Phase III Change Orders	\$278,290.25
Phase IV Change Orders	\$27,976.85
Phase IV Permits	\$4,266.04
Phase V Change Orders	\$20,982.66
SFR Services Inv 11812 - Header/Beam Replacement Change Order	\$14,414.40
Completed Interior Rebuild	\$13,254,295.32

Make check payable to:

SFR Services

2336 SE Ocean Blvd #278  
Stuart, FL 34996

**Subtotal:** \$19,519,173.79

**\*Previous Payments:** \$13,504,900.41

**Total Due:** **\$6,014,273.38**

Notes: Per Your Contract a Fee Will  
Be Assessed on All Overdue Invoices

\* Payments Directly to First Onsite = \$4,204,900.41 ; Payments Directly to SFR Services = \$9,300,000



SOUTHERN FLORIDA  
RESTORATION

**Flood Claim**

**Dockside at Ventura Condominium Association, Inc, All Insured Addresses, Orlando, FL 32822**

**Interior Mitigation**

First Onsite Invoice 99894	2572, 2556, 2548, 2536, 2524, 2512, 2500	\$1,311,750.00
SFR Services O&P		\$327,937.50
First Onsite Invoice 102086	All Buildings	\$2,893,150.41
SFR Services O&P		\$723,287.60
<b>Total</b>		<b>\$5,256,125.51</b>

**Phase I**

**Change Orders**

AllPro Construction Invoice #	Address	Total
17400	2556	\$7,792.57
17389	2556	\$6,037.50
17394	2552	\$8,813.00
17395	2548	\$6,947.08
17396	2544	\$10,155.47
17393	2560	\$8,541.69
17390	2564	\$6,037.50
17401	2564	\$9,038.50
17391	2568	\$6,037.50
17402	2568	\$2,042.14
17392	2572	\$6,037.50
17398	Vinyl Sliding	\$10,115.96
17403	2572	\$2,690.91
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17418	2572, 2568, 2564, 2556	\$35,250.00
17415	2572, 2568, 2564, 2556	\$5,094.11
17404	2564 - Unit 101	\$2,468.75
17437	2572	\$11,437.20
17438	2568	\$11,371.05
17439	2564	\$10,042.65
17440	2556	\$10,384.20
17441	2572	\$6,658.75
17442	2568	\$6,658.75
17443	2564	\$6,658.75
17444	2556	\$6,658.75
17445	2572	\$1,560.00
17446	2568	\$1,560.00
17447	2564	\$1,560.00
17448	2556	\$1,560.00

	Sub Total	\$209,895.10
	SFR Services O&P	\$52,473.78
	<b>Total</b>	<b>\$262,368.88</b>
<b>Permits</b>		
Permit Number	Address	Total
BLD2023-12336	2552	\$3,720.42
BLD2023-12339	2544	\$3,720.42
BLD2023-12337	2548	\$3,720.42
BLD2023-12335	2560	\$3,720.42
BLD2023-12339	2544	\$1,087.85
BLD2023-12337	2548	\$1,087.85
BLD2023-12336	2552	\$1,087.85
BLD2023-12335	2560	\$1,087.85
BLD2022-23533	2564	\$2,074.00
BLD2022-23527	2572	\$2,074.00
BLD2022-23530	2568	\$2,074.00
BLD2022-23534	2556	\$2,074.00
AllPro Construction Invoice 17409	2572, 2568, 2564, 2556	\$2,987.60
AllPro Construction Invoice 17399	2572, 2568, 2564, 2556	\$2,987.60
	<b>Total</b>	<b>\$33,504.28</b>
<b>Phase II</b>		
<b>Change Orders</b>		
AllPro Contruction Invoice #	Address	Total
17436	2560, 2552, 2548, 2544	\$2,078.66
17449	2560, 2552, 2548, 2544	\$656.86
17450	2560	\$11,593.75
17451	2552	\$11,593.75
17452	2548	\$11,593.75
17453	2544	\$11,593.75
17454	2560, 2552, 2548, 2544	\$36,660.00
17455	2548	\$6,658.75
17456	2560	\$6,658.75
17457	2552	\$6,658.75
17458	2544	\$6,658.75
17470	2560, 2552, 2548, 2544	\$692.88
17471	2560 - Units 101 & 107	\$1,560.00
17472	2552 - Units 101 & 107	\$1,560.00
17473	2548 - Units 101 & 107	\$1,560.00
17474	2544 - Units 101 & 107	\$1,560.00
17475	2560 - Unit 104	\$4,125.00
17476	2560, 2552, 2548, 2544	\$1,305.16
17449A	2560, 2552, 2548, 2544	\$2,987.60
17484	2564	\$2,496.72

17485	2580	\$4,387.50
17486	2560, 2552, 2548, 2544	\$1,559.00
17514	Laundry Room Building	\$2,553.60
17515	All Buildings Roof Flashing & Siding	\$90,288.00
17528	2572	\$5,595.37
17529	2568	\$5,595.37
17530	2564	\$5,595.37
17531	2556	\$5,595.37
17532	2560	\$5,595.37
17533	2552	\$5,595.37
17534	2548	\$5,595.37
17535	2544	\$5,595.37
17544	2548, 2544, 2540, 2512	\$4,671.00
Sub Total		\$278,474.94
SFR Services O&P		\$69,618.74
<b>Total</b>		<b>\$348,093.68</b>
<b>Permits</b>		
Permit Number	Address	Total
BLD2023-12340	2540	\$1,066.51
BLD2023-12342	2536	\$1,066.51
BLD2023-12343	2532	\$1,066.51
BLD2023-12345	2528	\$1,066.51
BLD2023-12340	2540	\$3,647.47
BLD2023-12342	2536	\$3,647.47
BLD2023-12343	2532	\$3,647.47
BLD2023-12345	2528	\$3,647.47
<b>Total</b>		<b>\$18,855.92</b>
<b>Phase III</b>		
<b>Change Orders</b>		
AllPro Construction Invoice #	Address	Total
17545	2540, 2536, 2532, 2528	\$505.56
17546	2536	\$4,367.19
17547	2540, 2536, 2532, 2528	\$12,660.08
17548	2528	\$52,378.97
17549	2532	\$48,773.13
17550	2536	\$53,038.41
17551	2540	\$50,908.86
Sub Total		\$222,632.20
SFR Services O&P		\$55,658.05
<b>Total</b>		<b>\$278,290.25</b>
<b>Phase IV</b>		
<b>Change Orders</b>		
AllPro Construction Invoice #	Address	Total



17553	2524, 2520, 2516, 2512	\$22,381.48
	SFR Services O&P	\$5,595.37
	<b>Total</b>	<b>\$27,976.85</b>
<b>Permits</b>		
Permit Number	Address	Total
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BLD2023-12348	2516	\$1,066.51
BLD2023-12347	2520	\$1,066.51
BLD2023-12346	2524	\$1,066.51
	<b>Total</b>	<b>\$4,266.04</b>
<b>Phase V</b>		
AllPro Construction Invoice #	Address	Total
17552	2508, 2504, 2500	\$16,786.13
	SFR Services O&P	\$4,196.53
	<b>Total</b>	<b>\$20,982.66</b>
<b>Change Orders</b>		
SFR Services Invoice #	Description	Total
11812	Header and Beam Replacement	<b>\$14,414.40</b>
<b>Interior Rebuild</b>		
<b>Completed Buildings</b>		
Bldg 1	2572	\$1,004,524.61
Bldg 2	2568	\$1,004,524.61
Bldg 3	2564	\$1,004,524.61
Bldg 4	2556	\$1,004,524.61
Bldg 5	2560	\$1,154,524.61
Bldg 6	2552	\$1,154,524.61
Bldg 7	2548	\$1,154,524.61
Bldg 8	2544	\$1,154,524.61
Bldg 9	2540	\$1,154,524.61
Bldg 10	2536	\$1,154,524.61
Bldg 11	2532	\$1,154,524.61
Bldg 12	2528	\$1,154,524.61
	<b>Total</b>	<b>\$13,254,295.32</b>
	<b>Grand Total</b>	<b>\$19,519,173.79</b>
	<b>Payment Directly to First Onsite</b>	<b>\$4,204,900.41</b>
	<b>Payment 12/29/2022</b>	<b>\$1,650,000.00</b>
	<b>Payment 4/28/2023</b>	<b>\$400,000.00</b>
	<b>Payment 5/30/2023</b>	<b>\$2,000,000.00</b>
	<b>Payment 9/11/2023</b>	<b>\$2,000,000.00</b>
	<b>Payment 10/26/2023</b>	<b>\$1,750,000.00</b>
	<b>Payment 11/29/2023</b>	<b>\$1,000,000.00</b>
	<b>Payment 12/18/2023</b>	<b>\$500,000.00</b>
	<b>Balance Due for Work Completed to Date 11/30/23:</b>	<b>\$6,014,273.38</b>