

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

JOSE R. ALVAREZ,

Plaintiff,

v.

CASE NO.

THE CITY OF MIAMI,  
VICTORIA MENDEZ,  
CARLOS MORALES, and  
EXPRESS HOMES, INC.

Defendants.

\_\_\_\_\_ /

**COMPLAINT**

Jose R. Alvarez hereby sues the City of Miami, the City Attorney Victoria Mendez, her husband Carlos Morales, and Morales's company Express Homes Inc. and alleges as follows:

**INTRODUCTION**

The City of Miami, through the City Attorney, her subordinates, Code Compliance Officers, and the Code Enforcement Board, among others, is engaged in a conspiratorial scheme to enrich the City Attorney and her husband, Carlos Morales. The City is enforcing code violations and related fines and penalties against City residents, but not enforcing those same laws and fines against the City Attorney's husband and his company when they purchase the properties in question at steep discounts from elderly residents who are incapable of dealing with the City bureaucracy, remodeling the properties without permits, having false affidavits of compliance filed, having all violations cleared by the Code Enforcement Board, and reselling the properties quickly (hence the name "Express Homes"). Morales has earned millions of dollars in profits while depriving the City of associated revenue for the never-obtained permits and the never-paid fines,

while at the same time endangering the purchasers of those homes who lack the protections of a properly permitted and inspected home.

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

1. Plaintiff Alvarez is a resident of Sumter County, Florida. At the time of the events at issue, he was a resident of Miami Dade County, Florida.

2. Defendant Victoria Mendez is the City Attorney for the City of Miami a resident of Miami-Dade County, Florida.

3. Defendant City of Miami is a municipal city entity organized under the laws of the State of Florida.

4. Defendant Carlos Morales is the husband of the City Attorney and a resident of Miami-Dade County, Florida.

5. Defendant Express Homes Inc. is a Florida Limited Liability Corporation owned by Defendant Carlos Morales.

6. This Court has jurisdiction as all the acts at issue occurred in Florida and the amount in controversy, exclusive of interest, costs, and attorneys' fees, is in excess of 15,000.

7. Venue is proper in this Court pursuant to Fla. Stat. § 47.011 because the acts at issue occurred in Miami-Dade County, Florida and all actions that support Plaintiffs' claims occurred in Miami-Dade County, Florida.

### **FACTUAL ALLEGATIONS**

8. Plaintiff's mother, Humiliana Alvarez, was a Cuban immigrant who purchased a home at 900 NW 30<sup>th</sup> Avenue, Miami (the "Alvarez Home") and raised her children there.

9. After a long illness during which she did not live in the home, Plaintiff's mother passed away in January 2017, leaving the Alvarez Home to Plaintiff and his brother.

10. At that time, the Alvarez Home had received a code violation and related fines from the Code Enforcement Board for having an extra wall built inside the home for purposes of renting it to a tenant, but which had not been properly permitted.

11. In an effort to learn how best to address the violations so that he could keep the home that had been in his family for over 50 years, Alvarez eventually contacted the City Attorney, Victoria Mendez.

12. Under the guise of assisting Alvarez with his desperate situation as a disinterested public official, the City Attorney scheduled a phone call with Alvarez and during that phone call referred Alvarez to her husband, Carlos Morales.

13. Morales represented that the value of the Alvarez Home was substantially diminished due to the code violations and related fines and penalties, and that—in addition to those fines and penalties—Alvarez would also have to spend an inordinate amount of money on professional fees for permitting, architecture, engineering, and construction to remediate the violations necessary to retain the Alvarez Home. Thus, according to Morales, Alvarez’s only hope was to sell the home to Morales at the below market price of \$205,000.

14. As Morales demonstrated after he purchased the Alvarez Home, none of those representations were true, as it was only necessary for Morales to obtain a single construction permit (for approximately \$60) and make a single one-minute presentation before all violations, fines, and penalties were waived.

15. Through his company, Express Homes, Morales is in the business of buying homes with code violations, remodeling them without permits, and then leveraging the authority and political connections of his wife (the City Attorney) to get the penalties waived so they can be promptly sold for a profit.

16. Based on Morales's misrepresentations that reasonably induced him to believe that he lacked any other viable option, Alvarez agreed to sell the home his mother had lived in for over 50 years.

17. Because the referral to Morales came from the seemingly reputable City Attorney and because his mother had passed away only two months earlier, Alvarez was particularly susceptible to Morales's misrepresentations.

18. Although Morales had induced Alvarez to sell the home by representing that it would be necessary to pay staggering fines for construction work that had been done without permits, Morales proceeded to do even more work without obtaining the proper permits.

19. In fact, Morales only took out one permit, which authorized him only to renovate the windows and doors at the property. This permit cost Morales a mere \$61.05. *See* Exhibit 1.

20. All of remaining construction work – i.e., completely remodeling the inside of the house, including new electrical appliances, new floors, new bathroom tiles and fixtures – was completed illegally without permits.

21. And, although fixing the previous additions to the Alvarez home would have itself required a permit, no such permit was obtained before modifying those previous additions.

22. Finally, an enormous tree was removed from the front yard, again without a permit.

23. On June 10, 2018, Morales caused the Alvarez Home to be listed for resale, emphasizing that it had been “completely renovated”:

Beautiful 4/3 completely renovated New Impact windows, Flooring throughout, New bathrooms tiles/fixtures, Custom Kitchen cabinets with Quartz, SS Appliances. This property has endless possibilities !!!!

*See* Exhibit 2 (MLS Listing).<sup>1</sup>

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<sup>1</sup> <https://www.redfin.com/FL/Miami/900-NW-30th-Ave-33125/home/42718156>

24. The listing also contained photos of the newly completed work. For example, for the “Custom Kitchen cabinets with Quartz, SS Appliances” it had the following photo:



25. For the “New bathrooms tiles/fixtures,” it had the following photos:



26. All of these renovations required a permit, but no permits were obtained.

27. Instead of issuing additional citations for the many new code violations that occurred due to the extensive work done without permits by Morales, a City Code Enforcement Officer issued an Affidavit of Compliance (“AFC”), stating that the property was clear of all prior violations.

28. Obtaining an Affidavit of Compliance is ordinarily a time-consuming process that requires a homeowner to submit a work plan and obtain multiple permits for the planned work from the City Building Department before applying to the Code Enforcement Officer for an Affidavit of Compliance when those permits are eventually closed. Notably, a permit is not only required to perform new construction, but also any work done to fix prior violations. In other words, a violation incurred for work done without a permit cannot be cured by unilaterally undoing the work; rather, it is necessary to obtain a permit to undo the work resulting in the violation. Only after all of the work—both new construction and construction to remediate past violations—is completed and finalized will the building department close out all of the relevant permits. And then, only after the building department issues new permits for the work **and** closes all of the new permits, is it ordinarily possible for the homeowner to request and obtain an Affidavit of Compliance from the Code Enforcement Officer.

29. In this case, however, Morales did none of that. For instance, the Building Department neither issued any permits nor closed out any permits for any work, other than a single permit for windows and doors. Yet the same Code Enforcement Officer who had opened the original violations merely issued an Affidavit of Compliance knowing no permits (other than for windows and doors) had been either issued or closed.

30. Thus, the same Code Enforcement Officer who had been addressing the violations from the outset knew—or should have known—about all of the extensive remodeling that had been performed at the Alvarez Home. And that same Code Enforcement Officer knew—or should have known—that no permits had been issued or closed for virtually all of the construction work that had been done, representing entirely new violations.

31. Even with the (false) Affidavit of Compliance, however, the Alvarez Home was subject to more than \$271,000 in past fines and penalties.

32. Ordinarily, it would be necessary for a homeowner to schedule a hearing weeks in advance in order to seek mitigation of those fines and penalties. But Morales did not follow those ordinary procedures.

33. Instead, on July 19, 2018, at 11:15 a.m., Morales sent an email to several recipients, including an Assistant City Attorney in the City's Real Estate and Compliance Division that handles code enforcement issues, who reports to his wife (City Attorney Victoria Mendez). In addition, Morales copied Commissioner Joe Carollo, his Chief of Staff (Richard Blom), and his Deputy Chief of Staff (Anthony Barcena), despite the fact that the property is not in Commissioner Carollo's district.

34. Notably absent from the email chain was Commissioner Alex Diaz de la Portilla, whose district the Alvarez Home was in, or anyone from Mr. de la Portilla's staff.

35. The email stated:

I am sorry to bother you but I need your help. I have a closing scheduled for the end of next week to sell the above referenced property. I need to get on the code enforcement board calendar for mitigation. I was informed the next available hearing is September or October because there are no more special master calendars. My closing will not occur if I cannot address the lien causing me serious financial loss. Please help me get on one of those July existing calendars by adding a supplemental agenda to one of those dates to address my case and any other backlog. I would appreciate it. It has been done in past administrations when necessary. Thank you so much.

Carlos Morales

*See Exhibit 3.*

36. The Assistant City Attorney (who reports to Morales' wife, City Attorney Victoria Mendez) quickly addressed Morales's request and, that very same day, added the item to the

agenda for the meeting scheduled only six days later. *See* Exhibit 4 (City’s Code Enforcement Fact sheet for July 19, 2018: “7/19/2018: Added for Mitigation per A[ssistant] C[ity] A[ttorney]”).

37. On July 25, 2018, six days later, Morales appeared at the code enforcement meeting. On the video, the Assistant City Attorney who reports to Morales’s wife can be seen hand delivering the case to the Code Enforcement Board.

38. Morales then addresses the board, under oath, stating that he had purchased the property last year from an owner and the house had an illegal unit, and asks the City to mitigate the property.

39. Specifically, the following exchange occurred between Morales and the Code Enforcement Board<sup>2</sup>:

**Morales**: I am Carlos Morales, President of Express Homes and I am not an attorney.

(Unidentified City Personnel): He does have standing.

**Morales**: I’m married to one. I bought the property last year from a gentleman Joe Alvarez. At the time, he was dealing with the violation. He was not aware of how to cure these violations. I knew the property was cited, I felt, incorrectly because it was under his mom’s name. And his mom had been incapacitated for in a home for about 10 years. So I felt that I could --

**Board**: What did you say about his mom?

**Morales**: His mom had been incapacitated over 10 years. She passed last January. It’s been complied. We have fixed the property up and we are ready for sale. My attorney tells me hey, by the way, did you ever resolve that lien? I was like ... no. So here I am now.

**Board**: Yes. I mean? What was the work you had to do?

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<sup>2</sup> This video can be accessed at: [http://miamifl.iqm2.com/Citizens/Detail\\_Meeting.aspx?ID=2128](http://miamifl.iqm2.com/Citizens/Detail_Meeting.aspx?ID=2128)  
Carlos Morales appears at minute 45 of the video.



**Morales**: No it was just apparently, um, he had a tenant that had rented a section of the house out as an illegal unit. There was an illegal unit in the house, it wasn't built out or anything just within the house. And I told him bro, to sell it, to fix you have to .. and before I bought it he moved everything out. It's been empty for two years and here we are now.

**Board**: Somebody said we had the Santa Claus suit on. So, I will keep it on in your motion for \$0. Second. There's a motion and second to \$0 all in favor say aye. Aye. Wait for the order.

40. The City waived \$271,250.00 in fines for the property now owned by the City Attorney's husband after a one-minute explanation.

41. Thus, Morales paid only \$61.05 in permitting fees to address the Code Violations that he had falsely represented to Alvarez would take hundreds of thousands of dollars to address

42. Moreover, the Affidavit of Compliance on this property was issued even before the permit for windows and doors renovations had been closed. The document that certifies the work was completed for the windows is dated August 8, 2018 – 14 days after the Code Enforcement Board Meeting.

43. Normally, no Affidavit of Completion could be issued without the \$61 window permit being closed.

44. Morales then sold the property on August 20, 2018, for \$370,000. This was \$165,000 dollars over what he bought the home for from Alvarez.

45. Due to the lack of permits and incognito work Morales completed, he paid a fraction of that price difference to fix up the home.

46. Upon information and belief, Morales, Express Homes, Mendez and the City of Miami have repeated these actions to assist Morales in profiting from the purchase, remodeling without permits, and waiving of code violation fines and penalties on many other properties in the City.

**COUNT I**  
**FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**  
**FLORIDA STATUTE § 501.201, ET SEQ.**  
**(Against Mendez, Morales and Express Homes)**

47. Plaintiff incorporates the allegations set forth in paragraphs 1 through 46 above.

48. Morales and Express Homes engaged in a deceptive act when they represented to Mr. Alvarez that his home would be very hard to mitigate with the City when Defendants knew or should have known that through his connections the City would mitigate the property down to \$0 for him quickly.

49. Victoria Mendez engaged in a deceptive act when she recommended her husband's services to Alvarez, a taxpayer of the City of Miami, instead of recommending the appropriate City official that could help with code violations, when she knew or should have known that she would personally benefit from the sale and her husband would use her position to mitigate the property.

50. It was reasonable for Plaintiff to rely on Defendants' affirmations given that the City Attorney, Victoria Mendez, who would have vast knowledge on how the Code Enforcement Board operates, had recommended Morales to Plaintiff.

51. These deceptive acts directly caused Mr. Alvarez to sell his home well below the market value to Morales.

52. Mr. Alvarez suffered a financial loss that was directly caused by Morales' and Mendez's deceptive acts.

**COUNT II**  
**FRAUDULENT INDUCEMENT**  
**(Against Morales and Express Homes)**

53. Plaintiff incorporates the allegations set forth in paragraphs 1 through 46 above.

54. Morales intentionally made false statements to Alvarez regarding how hard the code violations were to fix and how they significantly lowered the market value of the property.

55. Morales knew these statements were false when made, because he knew that he would be able to fix the code violations without permits and then enlist the City to mitigate the hundreds of thousands of dollars in fines to zero based upon his wife being the City Attorney.

56. Morales intended for Alvarez to rely on his false statements, so that he could purchase the home and make a profit.

57. Alvarez did rely on those statements and sold his family home to Morales for a mere \$205,000.

58. Morales' false statements caused a financial loss to Alvarez.

**COUNT III**  
**CIVIL CONSPIRACY**  
**(against all Defendants)**

59. Morales, Mendez, and the City of Miami conspired to defraud Alvarez out of his family home.

60. Mendez assisted in the fraud by, in her official capacity as City Attorney, outwardly recommending her husband's services instead of providing a city resource to Alvarez when asked about how to proceed with trying to fix the code violations.

61. Morales then acted on that recommendation and made misrepresentations to Alvarez about how difficult it would be for him to fix the code violations and the significant amount of money that it would cost.

62. The City of Miami, its officials, the City Attorney Victoria Mendez, and her subordinates have all conspired with Morales and Express Homes to deprive the citizens of Miami of safety, permit fees, code violation fines and penalties, all to enrich Mendez and Morales.

63. Alvarez suffered harm from this conspiracy, as he was defrauded of the true value of the home.

**WHEREFORE**, Plaintiff respectfully requests that the Court enter judgment against the City of Miami, Victoria Mendez, Carlos Morales and Express Homes for all damages cause as well as award Plaintiff his legal fees.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury on all issues so triable.

February 28, 2023

Respectfully submitted,

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*Counsel for Plaintiff*

**EXHIBIT 1**



**City of Miami**  
BUILDING DEPARTMENT

## Permit Issuance

Financial Transaction ID: **482730**

LM Reference Number: BD18-001274-001-B001

Job Address: 900 NW 30 AV

### FEE SUMMARY

Fee Category	Fee Description	Quantity	Unit Type	Amount
BASE FEE	ADMINISTRATIVE			\$4.00
BASE FEE	APPLICATION			\$40.00
DADE COUNTY	CODE COMPLIANCE	13,600.00	DOLLARS	\$8.40
BUILDING PERMIT	NEW CONSTRUCTION / ADDITION /REMODELING - RESIDENTIAL (0.50%)	13,600.00	DOLLARS	\$68.00
PERMIT MISC	MINIMUM FEE ADJUSTMENT (MIN: \$100.00)	32.00	DOLLARS	\$32.00
PERMIT MISC	ENR - BCI INFLATION RATE	100.00	DOLLARS	\$8.65
CREDIT	Upfront Fees			(\$100.00)
<b>Total:</b>				<b>\$61.05</b>



City of Miami  
Building Department  
Permit Application

Plan #: BD18-001274-001-3001  
Permit #:  
Total Due: \$ 61.05

<b>Job Location</b>		<b>Owner Lessee Information</b>	
Folio Number:		Owner: <u>Express Homes Inc. Carlos Morales</u>	
Job Address: <u>900 N.W. 30th Ave. Zip: 330</u>		Owner's Address: <u>5261 S.W. 4th Street, Miami, Fla.</u>	
Legal Address: <u>900 N.W. 30th Ave. Miami</u>		Phone: # <u>786-486-8669</u> E-Mail: <u>33134</u>	
Unit No:		Lessee:	
<input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Dry Run		Lessee Address:	
<input type="checkbox"/> Owner <input type="checkbox"/> Contractor <input type="checkbox"/> Lessee		Phone: E-Mail:	
<b>Contractor Information</b>		<b>General Information</b>	
Contractor's License/Registration No: # <u>000018029</u>		Proposed Use of Building: <u>Residential</u>	
Contractor's Social Security Number:		Current Use: <u>Resident</u>	
Qualifier's Name: <u>ERIK DIAZ</u>		Job Description: <u>(1) Impact windows &amp; (2) doors Impact</u>	
Company's Name: <u>Sun Air Windows</u>		New Construction Total Cost:	
Address: <u>16760 N.W. 42 AVE.</u>		New Construction Sq. Ft: Lincal:	
City: <u>Miami</u> State: <u>Fla.</u> Zip: <u>33055</u>		Remodeling Total Cost: <u>\$ 13,600.00</u>	
Phone: # <u>305-621-4109</u>		Remodeling Sq. Ft: Lincal Ft:	
E-Mail: <u>sunair@comcast.net</u>		Units: <u>3/2</u> Floors: <u>1</u> Height: <u>10'</u> Gallons:	
If this is related to another permit, you must provide Master Permit Number:			
<b>Threshold Inspector</b>		<b>Bonding Company</b>	
Name:		Name:	
Address:		Address:	
Phone:		Phone:	
<b>Permit Type</b>		<b>Engineer/Architect Information</b>	
<input checked="" type="checkbox"/> Building <input type="checkbox"/> Plumbing		Engineer's Name: <u>Mario Duany</u>	
<input type="checkbox"/> Mechanical/AC <input type="checkbox"/> Plumbing/Gas		Address: <u>21809 S.W. 97th Ave. Cutler Bay</u>	
<input type="checkbox"/> Electrical <input type="checkbox"/> Roofing		Phone: # <u>786-436-7622</u> E-Mail: <u>Fla. 33190</u>	
<input type="checkbox"/> Landscaping <input type="checkbox"/> Sign		Architect's Name:	
<input type="checkbox"/> Electrical <input type="checkbox"/> Roofing		Address:	
<input type="checkbox"/> Fire <input type="checkbox"/> Mechanical Elevator		Phone: E-Mail:	
<b>Change to Existing Permit</b>		<b>Building Permit only</b>	
<input type="checkbox"/> Change of Contractor (CR) <input type="checkbox"/> Change of Qualifier (CQ)		<input type="checkbox"/> New Construction <input type="checkbox"/> Addition	
<input type="checkbox"/> Re-certification of Plans (RC) <input type="checkbox"/> Plans revision (RV)		<input type="checkbox"/> General Repair/Remodeling <input type="checkbox"/> Misc. Building	
<input type="checkbox"/> Completion Permit (CP)		<input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Demolition	
		<input type="checkbox"/> Change of Use	

I understand that separate permits must be obtained for other items (i.e. electrical, plumbing, roofing, etc.) unless specifically covered by this permit. In signing this application, I am responsible for the supervision and completion of the construction in accordance with the plans and specifications and for compliance with all federal, state, and county laws applicable.

**Owner's Affidavit:** I certify that all the forgoing information is correct. Owner certifies that the aforementioned Contractor has the authorization to perform the work as specified above.

**Lessee's Affidavit:** Lessee certifies that he has full consent and authorization from owner of subject property to perform the above-mentioned work and to hire above captioned contractor.

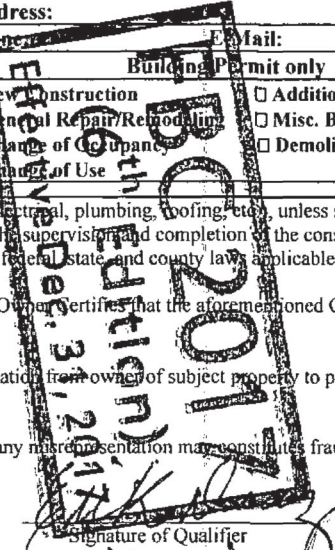
I have read the information contained in this permit and understand that any misrepresentation may constitute fraud and could void the permit.

Carlos Morales  
Signature of Owner/Lessee

Carlos Morales  
Print Name

Erik Diaz  
Signature of Qualifier

Erik Diaz  
Print Name



State of Florida, County of Miami-Dade	EDUARDO DIAZ LANZ	State of Florida, County of Miami-Dade	EDUARDO DIAZ LANZ
Sworn to and subscribed to before me this _____ Day of _____	Notary Public - State of Florida	Sworn to and subscribed to before me this _____ Day of _____	Notary Public - State of Florida
By <u>Carlos Morales</u>	Commission # FF 216257	By <u>Erik Diaz</u>	Commission # FF 216257
(SEAL)	My Comm. Expires Jun 26, 2019	(SEAL)	My Comm. Expires Jun 26, 2019
Personally known for Produced Identification	Bonded through National Notary Assn.	Personally known for Produced Identification	Bonded through National Notary Assn.
Type of Identification produced		Type of Identification produced	

FOR BUILDING DEPARTMENT USE ONLY

Revision: No. of Sheets: \_\_\_\_\_ Tracking required: \_\_\_\_\_

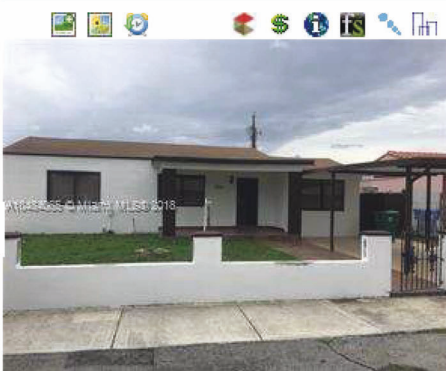
Application Received by: RDS Date: 1-30-18 Permit Authorized by: MH Date: 2/28/18

**EXHIBIT 2**



# 900 NW 30th Avenue, Miami, FL 33125-2929 Closed 08/29/2018

## Last Listing



1 / 16

**Single Family**  
[900 NW 30th Ave](#)  
 MIAMI, FL 33125-2929  
**ML#:** A10484065 **List Price:** \$399,900  
**Rng Price:** **Sold Price:** \$370,000  
**LLP:** **Status:** Closed  
**Short Sale:** No **REO:** No  
**Listing Brkr:** [LREL01 /Lexan Real Estate, LLC](#)  
**County:** Miami-Dade County  
**Area:** 31 **Auction:** No  
**Geo Area:**  
**Legal:**  $\times$ 33 53 41 BOREL ADDN PB 48-3 LOT 29 BLK 2 LOT SIZE SITE VALUE  
**Furnished:**  
**Bedrooms:** 4 **Baths:** 3/0  
**Convert Bed:**  
**SqFt (Liv):**  $\times$ 2,049 **Tot SqFt:**  $\times$ 2,339  
**SqFt (Adj):**  $\times$ 1,756  
**Bid Ar/Src:**  
**Year Built:** 1947/Resale  
**Virtual Tour:** [Click Here](#)

### Location Information

<b>Folio#:</b> $\times$ 0131330200500	<b>Parcel #:</b> 0500	<b>Model Name:</b>
<b>Municipal Code:</b> 1	<b>Town/Range:</b> 31	<b>Section:</b> 33
<b>Subdivision #:</b> 20	<b>Map Coord:</b>	<b>Zoning:</b> $\times$ 0100
<b>Subdivision:</b> $\times$ BOREL ADDN	<b>Development:</b>	
<b>Elementary:</b> <a href="#">Kensington Park</a>	<b>Middle:</b>	
<b>High:</b> <a href="#">Miami Senior</a>		
<b>Neighborhood:</b>		

### General Information

<b>Type Property:</b> Single	<b>Front Exposure:</b> East	<b>HOPA:</b> No HOPA
<b>For Lease:</b>	<b>For Lease MLS#:</b>	<b>SS Addend:</b>
<b>Boat Services:</b>		<b>Carport:</b> 1/Attached
<b>Style:</b> R30-No Pool/No Water	<b>Appr Lot Size:</b>	
<b>Garage:</b> 0		
<b>Lot SF:</b> $\times$ 6,360		
<b>Parking Desc:</b> Covered Parking, Driveway		
<b>Parking Restr:</b>		
<b>Lot Desc:</b> Less Than 1/4 Acre Lot	<b>View:</b> Other View	
<b>Waterfront:</b> No	<b>Spa:</b>	
<b>Water Access:</b>		
<b>Water Frontage:</b>		
<b>Pool Dim:</b>		
<b>Pool:</b> No		
<b>Design/Desc:</b> Detached/One Story		
<b>Construction:</b> CBS Construction		
<b>Roof Desc:</b> Flat Roof With Facade Front, Shingle Roof		
<b>Floor:</b> Ceramic Floor		

### Remarks

**Remarks:** Beautiful 4/3 completely renovated New Impact windows, Flooring throughout, New bathrooms tiles/fixtures, Custom Kitchen cabinets with Quartz, SS Appliances. This property has endless possibilities !!!!

**Driving Directions:** NW 7th Street to 30th Avenue head north home is on the left side mid way down.

**Broker Remarks:** For additional information or conformation of showing please call Tony at 786-486-8669.

### Rooms

**Bedroom Desc:** At Least 1 Bedroom Ground Level, Entry Level  
**Master Bath:**  
**Addition Rooms:** Attic, Family Room  
**Dining Desc:** Formal Dining  
**ADA Compliant:**

### Additional Information

<b>Pets:</b> Yes	<b>Cable:</b> Yes
<b>Pet Rstr:</b> None	
<b>Guest House:</b>	
<b># Ceiling Fans:</b>	
<b>Interior Feat:</b> First Floor Entry	
<b>Equip/Apppl:</b> Electric Water Heater, Washer/Dryer Hook-Up, Electric Range, Refrigerator, Smoke Detector	
<b>Window Treat:</b> High Impact Windows	
<b>Exterior Feat:</b> Fence, High Impact Doors, Exterior Lighting, Patio	
<b>Subd Info:</b> Other Subdiv/Park Info	
<b>Restrictions:</b> No Restrictions	
<b>Maint Incl:</b>	
<b>Heating:</b> Central Heat	
<b>Cooling:</b> Central Cooling	
<b>Sprinkler:</b>	
<b>Water:</b> Municipal Water	<b>Sewer:</b> Municipal Sewer
<b>Equestrian:</b>	
<b>Storm Protect:</b> Complete Impact Glass, High Impact Door	
<b>Green Energy:</b>	

### Financial Information

<b>Assumable:</b>	<b>\$/SOH Value:</b>	<b>Assessed \$:</b>
<b>Total Mortg:</b>	<b>Terms:</b> All Cash, Conventional, FHA	<b>Membership:</b> No
<b>Type of Assoc:</b> None		

Type of Assoc: None

Application Fee:

Assoc Fee:

Tax Amount: \$1,204

Tax Info: Tax Reflects No Homestead Tax

Special Info: As Is

Possession Info: Funding

Bonus:

Hardship Pkg:

Maint Fee:

Maint Fee Incl:

Assoc Fee Pd:

Tax Year: 2017

Spec Assess:

PACE:

membership: No

Land Lse Fee:

Flood Zone: xX

Owner Agent: No

Mult Offers :

Agent/Office Information

Office: LREL01 /Lexan Real Estate, LLC

Agent: 0665358 /Melissa Lorenzo

Ofc Addr: 2730 SW 3 Avenue

Miami, FL 33129

Agent Email: lexanrealestate@gmail.com

Office Ph: 786-444-6002

CoAgt Email:

Owner Name:

Buy Agt Comp: 3%

VAR Dual Rt: No

Addr on Inet: Yes

Trans Brk Comp: 3%

AVM: No

Contingencies: Sale Of Other Property

Agent Ph: 786-486-7860

Agt Ph 2: 786-486-7860

Office Fax: 7865133922

Agent License: 0665358

Own Phone:

NonRep Cmp: 3%

Blogging: No

OK to Advertise: No

Photo Instr: Realtor to Upload Images 1-99

List Type: Exclusive Right to Sell/Rent

Show Instr: Elect Lockbox-Call List Agent

List Date: 06/10/2018

Expire Date: 11/10/2018

Pending Dt: 07/10/2018

Closing Dt: 08/20/2018

Intrnt URL:

Intrnt Rmrks: Beautiful 4/3 completely renovated New Impact windows, Flooring throughout, Newer bathrooms tiles/fixtures, Custom Kitchen cabinets with Quartz !!!

Board: A-Miami Association of REALTORS

Stat Change Dt: 08/29/2018

DOM: 30

Expct Clse Dt: 08/31/2018

Joint Agcy:

Occupancy: Call Listing Agent

Prev LP: \$430,000

Orig LP: \$430,000

Internet: Yes

Withdrn Dt:

Sold Information

Selling Office: LUXR1 /Luxur Realty LLC

Selling Agent: 3332772 /Yudit Mercedes Manzano Rios

Selling Agt Lic: 3332772

Sell \$ Per SqFt: \$180.58

Sold Finance: Conventional

Seller Contrb: No

Selling Office Phone: 786-477-4715

Selling Agent Phone: 786-344-9253

Sale Price: \$370,000

Sell \$ Per Acre:

Prepared By: Claudia Canellas

Date Printed: 10/25/2022 10:05 AM



Alt. Folio / Tax ID is '0131330200500'

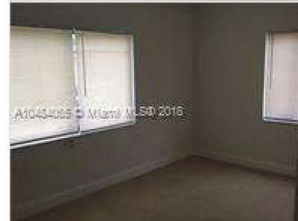
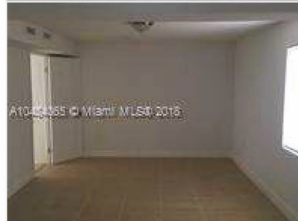
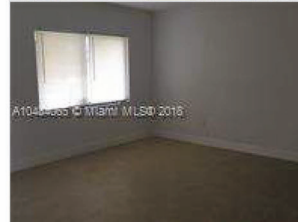
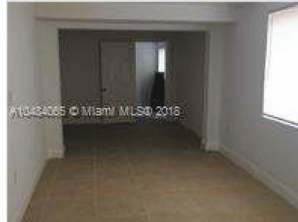
APN Unformatted is '0131330200500'

Folio # is '0131330200500'

Found 1 result in 0.02 seconds.

900 NW 30th Avenue, Miami, FL 33125-2929 Closed 08/29/2018

Photos



Alt. Folio / Tax ID is '0131330200500'  
APN Unformatted is '0131330200500'  
Folio # is '0131330200500'  
Found 1 result in 0.02 seconds.

900 NW 30th Avenue, Miami, FL 33125-2929 Closed 08/29/2018

History

Listing History from MLS

MLS#: [A10484065](#) [900 NW 30th Ave](#) Single Family

Price	Chg Type	Chg Info	Eff Date	Agent ID	Office ID	DOM
\$370,000	CS	(\$370,000)	08/29/2018	<a href="#">0665358</a>	<a href="#">LREL01</a>	30
\$399,900	PS	A -> PS	07/10/2018	<a href="#">0665358</a>	<a href="#">LREL01</a>	29
\$399,900	DECR	\$430,000 -> \$399,900	06/19/2018	<a href="#">0665358</a>	<a href="#">LREL01</a>	9
\$430,000	NEW	ACTV -> \$430,000	06/10/2018	<a href="#">0665358</a>	<a href="#">LREL01</a>	



Sale History from Public Records

Rec. Date	Sale Date	Sale Price	Nom.	Buyer Name(s)	Seller Name(s)	Multi/Split	Document Type	Title Company	Doc. #
08/24/18	08/20/18	\$370,000		Hernandez Yessi M H & Jonathan F H	<a href="#">Express Homes Inc</a>		Warranty Deed	Gst Title & Tr Inc	31114-791
08/07/17	08/01/17	\$205,000			<a href="#">Express Homes Inc</a> Alvarez Jose R		Warranty Deed	Attorney Only	30644-1378
06/30/17	01/14/08	\$26,600			Alvarez Humiliana Alvarez Humiliana		Warranty Deed	Attorney Only	30595-4210
06/30/17	06/20/17		Y	Alvarez Jose R	Alvarez Humiliana		Affidavit	Attorney Only	30595-4207

Mortgage History

Date	Amount	Mortgage Lender	Mortgage Term	Int Rate	Mortgage Purpose	Mortgage Type	Doc #
08/24/2018	\$277,500	Paramount Resid'l Mtg Grp	30 YEARS		1ST TIME SALE	CONVENTIONAL	31114-798
06/15/2007	\$45,618	Bankunited Fsb	40 YEARS		REFI	CONVENTIONAL	25705-1068
10/09/2003	\$50,000	Bankunited Fsb	20 YEARS		REFI	CONVENTIONAL	21729-190



Alt. Folio / Tax ID is '0131330200500'  
 APN Unformatted is '0131330200500'  
 Folio # is '0131330200500'  
 Found 1 result in 0.02 seconds.

**EXHIBIT 3**

**From:** [mt@miami@aol.com](mailto:mt@miami@aol.com)  
**To:** [ozamora@miamigov.com](mailto:ozamora@miamigov.com); [abarcena@miamigov.com](mailto:abarcena@miamigov.com); [etgonzalez@miamigov.com](mailto:etgonzalez@miamigov.com); [jnapoli@miamigov.com](mailto:jnapoli@miamigov.com); [icarollo@miamigov.com](mailto:icarollo@miamigov.com); [RSDooley@miamigov.com](mailto:RSDooley@miamigov.com); [ccampana@miamigov.com](mailto:ccampana@miamigov.com); [rblom@miamigov.com](mailto:rblom@miamigov.com); [Francisco Garcia](#)  
**Subject:** Closing next week. Need a code enforcement hearing for mitigation ASAP 900 NW 30 Ave Humiliana Alvarez CE 2015000712  
**Date:** Thursday, July 19, 2018 11:15:57 AM

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Good morning,

I am sorry to bother you but I need your help. I have a closing scheduled for the end of next week to sell the above referenced property. I need to get on the code enforcement board calendar for mitigation. I was informed the next available hearing is September or October because there are no more special master calendars. My closing will not occur if I cannot address the lien causing me serious financial loss. Please help me get on one of those July existing calendars by adding a supplemental agenda to one of those dates to address my case and any other backlog. I would appreciate it. It has been done in past administrations when necessary. Thank you so much.

Carlos Morales

Sent from my iPhone

**EXHIBIT 4**

Date: 7/19/2018  
3:54:32 PM

City of Miami  
Code Enforcement  
Fact Sheet

Page: 4

DISTRICT: 1

Schedule Date:	7/25/2018	Case No:	CE2015000712
Property Address:	900 NW 30 AV	NET:	4 FLAGAMI
Folio:	0131330200500	Inspector:	RICARDO FRANQUI
Case Status:	O	Board:	CEB
Initial Inspection:	1/29/2015	Primary Zoning:	R-1 Single-Family Residential
Legal:	33 53 41 BOREL ADDN PB 48-3 LOT 29 BLK 2 LOT SIZE SITE VALUE	Per Diem:	\$250.00
Assessed Value:	\$0.00	Per Diem Total:	\$271,250.00
Owner:	HUMLIANA ALVAREZ (EXPRESS HOMES INC)	Overlay 1:	
Mailing Address:	701 SW 51 AVE MIAMI, FL 33134	Overlay 2:	
		Overlay 3:	
		Homestead Exempt:	\$0.00
		Last Sale Date:	11/2017
Ticket Number		Repeat Violator:	NO

CASE HEARINGS INFORMATION

#	Hearing	Hearing Type	Hearing Request	Hearing Result	Comment
1	2015-04-21 CEBS	CE Special Master		Guilty	4/21/15: 60 DAYS TO COMPLY WITH \$250 PD
2	2018-07-25 CEB	CE Board	Mitigation		07/19/2018: Added for mitigation per ACA Dooley

VIOLATIONS

Ref:	Description	Status	Date Complied
2104	WORK PERFORMED WITHOUT A FINALIZED PERMIT	Complied	6/11/2018
2113	Illegal units.	Complied	6/11/2018