

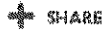
**ATTACHMENT B**  
**Permit History**

# HOLLYWOOD, Florida

[Home >](#)



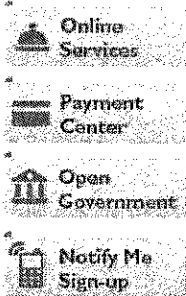
## Permit Search Results



[Search](#) > Properties located at/on/near '...938...'

**13 permits were found for  
938 JOHNSON ST**

Building Department



View	Process #	Permit #	Description	Appl. Date	Permit Date
<a href="#">Details</a>		<b>B13-101313</b>	REROOF - COMBINATION OF TYPES	3/28/2013	
<a href="#">Details</a>		<b>E09-101063</b>	RECONNECTION OF SFH/COMMERCIAL SERVICE	7/6/2009	<b>7/6/2009</b>
<a href="#">Details</a>		<b>E07-100265</b>	ELECTRICAL WORK	6/14/2007	<b>6/14/2007</b>
<a href="#">Details</a>		<b>B07-100890</b>	ALTERATIONS- EXTERIOR	6/14/2007	<b>6/14/2007</b>
<a href="#">Details</a>		<b>B07-100889</b>	FENCE-CHAIN LINK &/OR WOOD	6/14/2007	<b>6/14/2007</b>
<a href="#">Details</a>		<b>B07-100888</b>	DECK - WITHOUT ROOF	6/14/2007	<b>6/14/2007</b>
<a href="#">Details</a>		<b>B07-100855</b>	ALTERATIONS- EXTERIOR	6/13/2007	<b>6/14/2007</b>
<a href="#">Details</a>		<b>B07-100232</b>	FENCE-CHAIN LINK &/OR WOOD	5/16/2007	
<a href="#">Details</a>	77296	<b>E0402180</b>	ELECTRICAL WORK	8/30/2004	<b>9/20/2004</b>
<a href="#">Details</a>	77294	<b>B0405166</b>	STORM SHUTTERS	8/30/2004	<b>9/20/2004</b>
<a href="#">Details</a>	76396	<b>B0405096</b>	ALTERATIONS- INTERIOR	8/30/2004	<b>9/15/2004</b>
<a href="#">Details</a>		<b>M9901276</b>	A/C - CENTRAL - REPLACEMENT		<b>9/14/1999</b>
<a href="#">Details</a>		<b>E07-100073</b>	ELECTRICAL WORK		

City of Hollywood, 2600 Hollywood Boulevard, Hollywood, FL 33020-4807  
P. O. Box 229045, Hollywood, FL 33022-9045

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DRIVEWAY	85002	8-4-69	Daniels	62-1975
FENCE				
BATH INC.	84847	7-22-69	DEPT OF WORKERS	
DRASSER, INC	87147	7-24-69	DEPT OF WORKERS	
Sidewalk	85002	8-4-69	owner	69-1975

NAME OF OWNER Ray Daniels      70-217

ADDRESS 938 Johnson

LEGAL DESCRIPTION lot 26 B-68 Hwd Lakes, Soc.

DESCRIPTION OF CONST.      FEE 79.10

ARCHITECT: Yale      EVAL 22,362.00

Single Family Residence

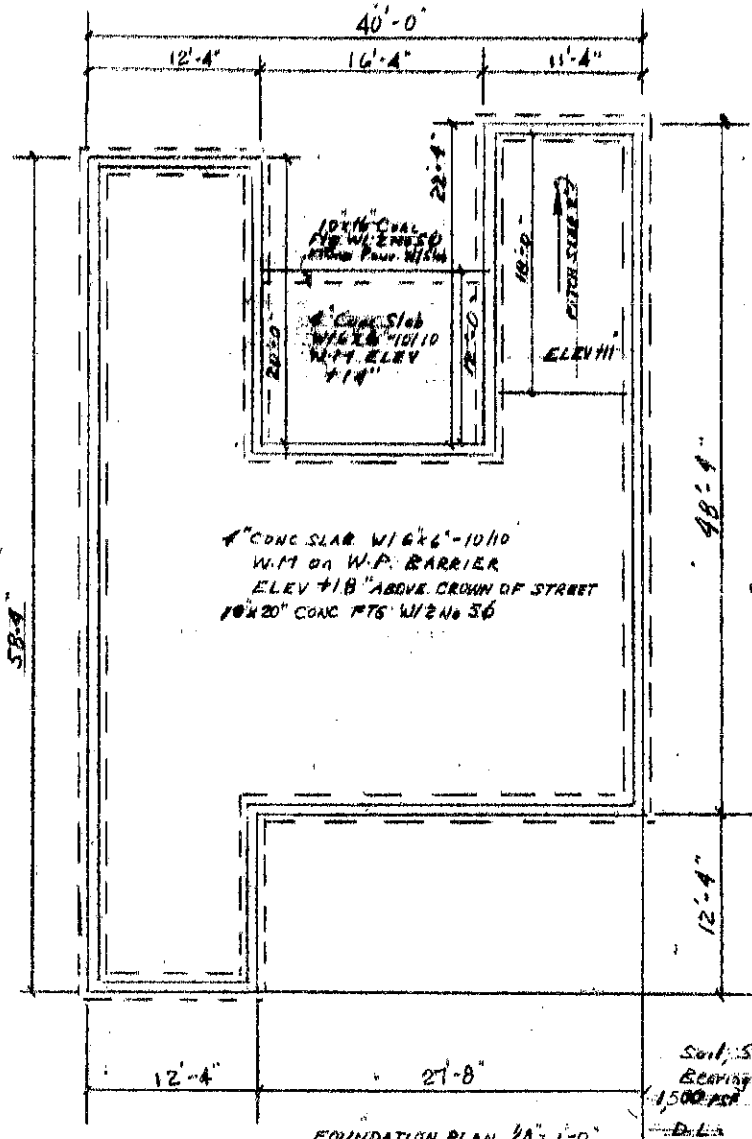
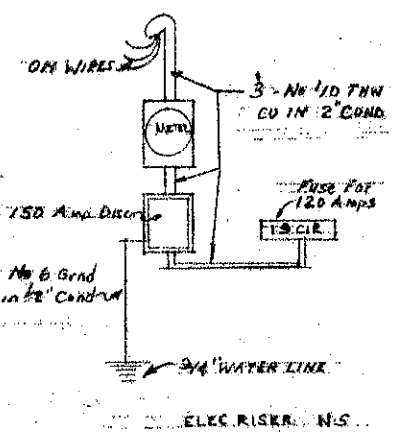
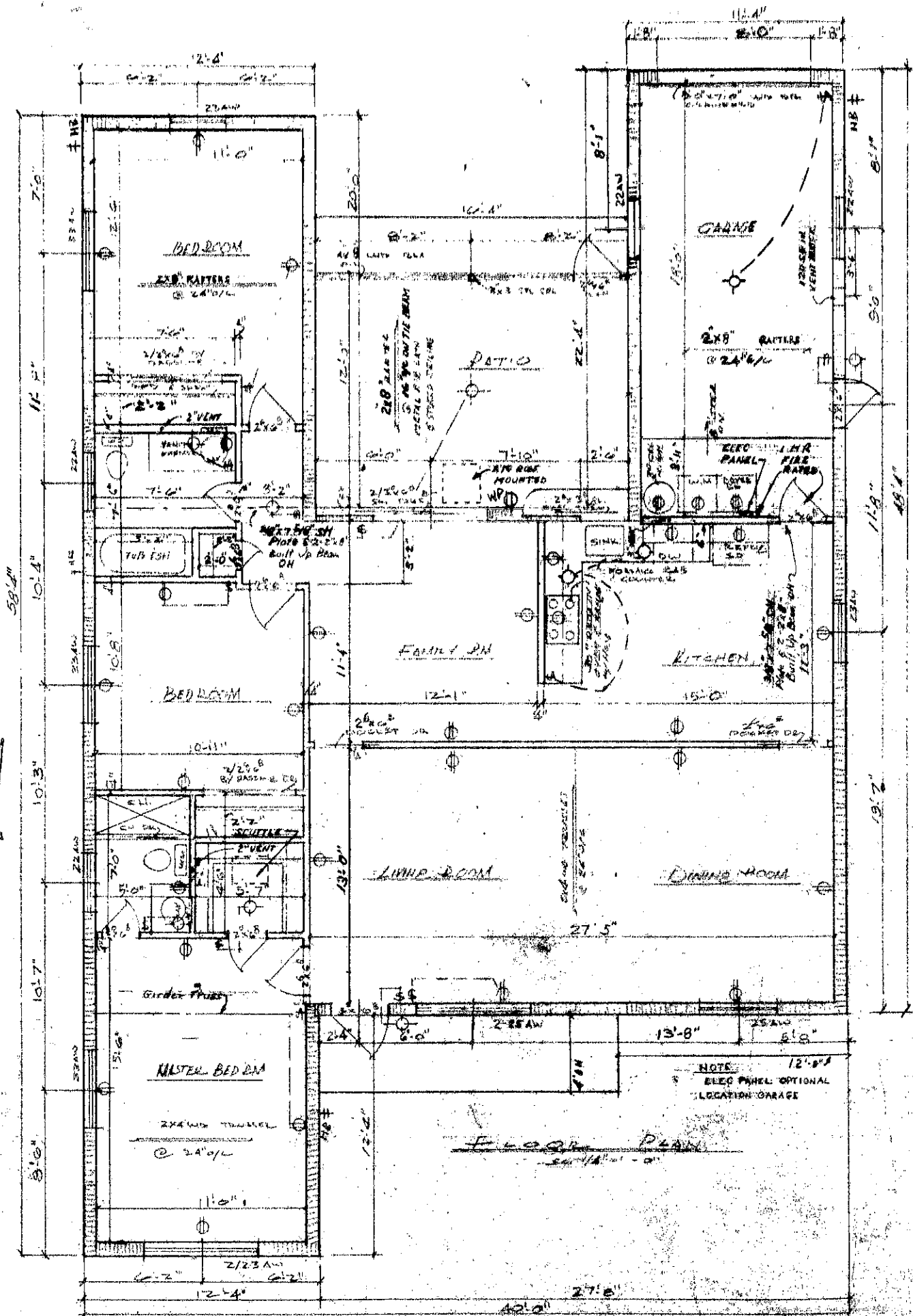
PERMIT TYPE	NO.	DATE	TO WHOM	FIXT. or OUT.
BLDG. <u>192.00</u>	<u>4252</u>	<u>9-1-70</u>	<u>owner</u>	
ROOF <u>2170.4</u>				
ELECTRICAL	<u>2043</u>	<u>9-8-70</u>	<u>Schreck</u>	
PLUMBING <u>13</u>	<u>781</u>	<u>9-9-70</u>	<u>Atlas</u>	
GAS				
<del>SEWER</del> SEWER	<u>372</u>	<u>9-9-70</u>	<u>Atlas</u>	
A/C DUCTS	<u>2182</u>	<u>10-27-70</u>	<u>Ward's</u>	<u>2 Con %</u>
SCREEN ENCL.				
POOL				
DRIVEWAY <u>S/W</u>	<u>4446</u>	<u>9-16-70</u>	<u>owner</u>	<u>70-1893</u>
FENCE				
<u>Walk &amp; plant</u>	<u>5036</u>	<u>10-23-70</u>	<u>De Angelo</u>	

**JOB CARD**

JOB ADDRESS: 942 Johnson St.

JIM TOBIAS

LOT NUMBER	27	BLOCK	68	SUBDIVISION OR ADDITION	Hwd. Lakes	
ARCHITECT	S. Vincent Schulman		FEE	\$ 19.40	VALUATION	\$ 2227
OF CONSTRUCTION	Bed & Bath				<input type="checkbox"/> SEPTIC TANK	



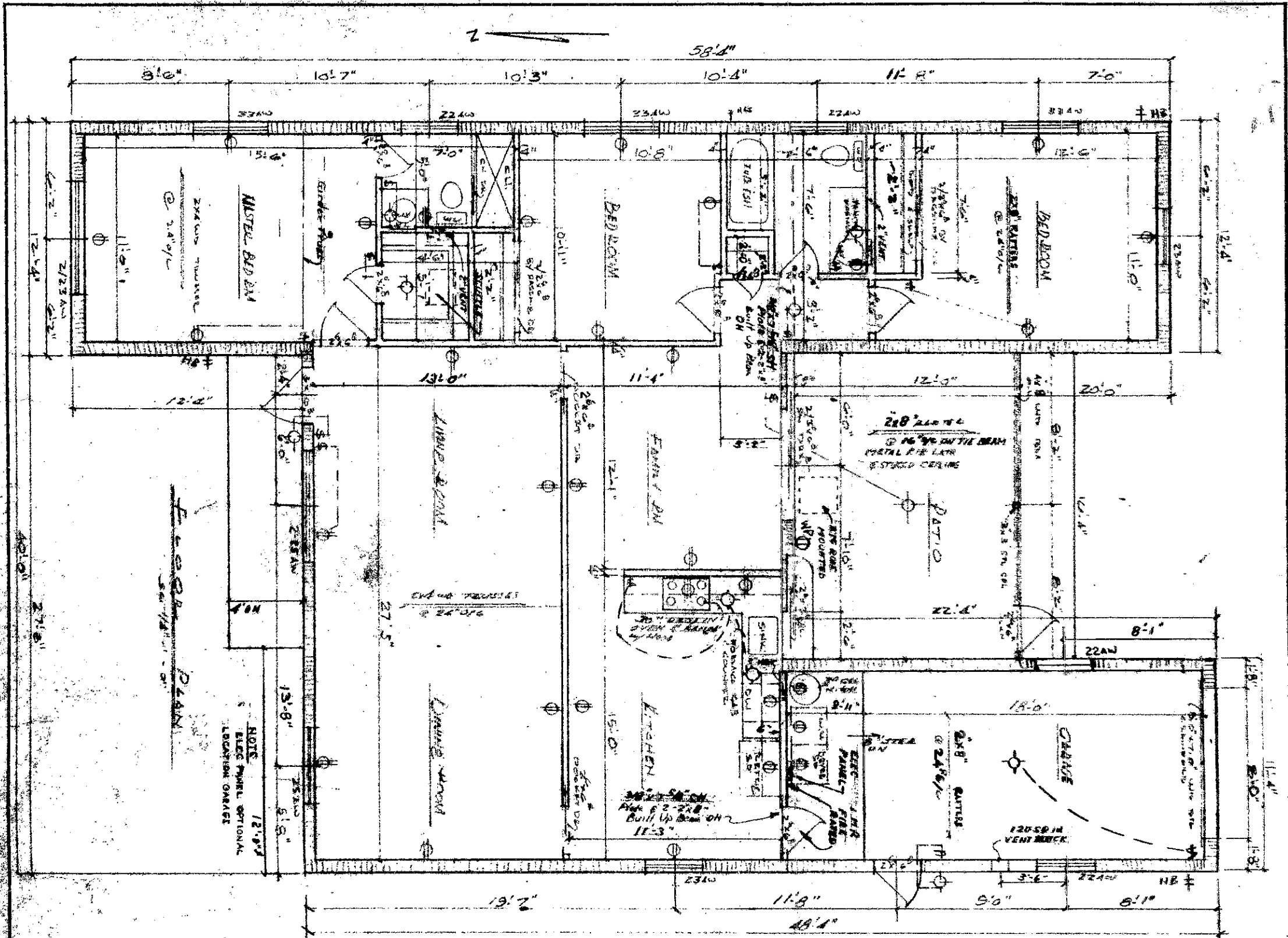
**ELEC. LOAD**

ITEMS	CIR.	AMPS
9 LIGHTS	1	3
21 RECEPTS	6	18
RANGE	2	33.3
SM. APPL.	1	4.5
REFRIG.	1	3
DISH WASHER	1	4.5
W.M.	1	3
H. W. H.	2	15
<b>SUBTOTAL</b>	15	84.3 x 50%
	15	75.0
1 DRYER	2	22.5
AIR COND.	2	12
<b>TOTALS</b>	19	110.4

Soil: Sand & Rock  
 Bearing Value Approx  
 1500 per Ft. Testing Eng.  
 D.L.S. 677 ASE  
 D.E.C.L.L. Combined 10/19/55  
 Use 5000 PSI PRESSURE  
 Grout: Use 2 1/2" Grout  
 Holes - Spaced 2' On  
 Footings & 4' On Slabs  
 Grouting To Be Certified  
 By Fla. Testing Eng.

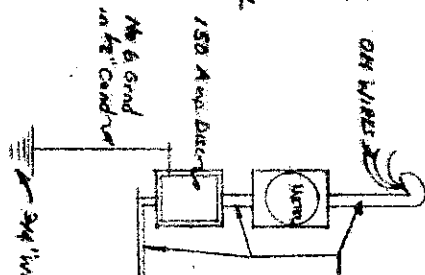
RESIDENCE FOR  
 R.J. DANIELS CONSTN.  
**YALE ENGINEERING**  
 5610 HALLANDALE BEACH BLVD.  
 HOLLYWOOD, FLORIDA

Michael Yale

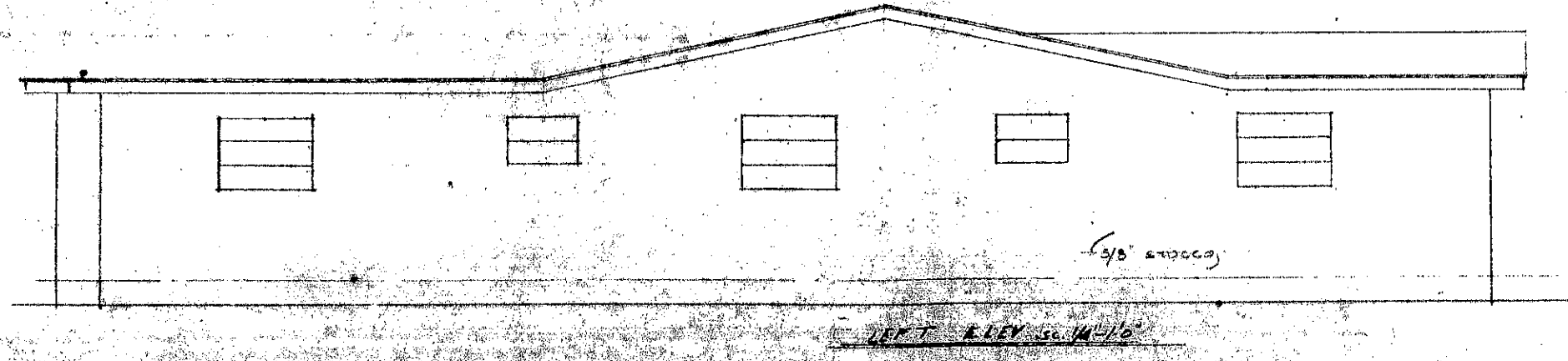
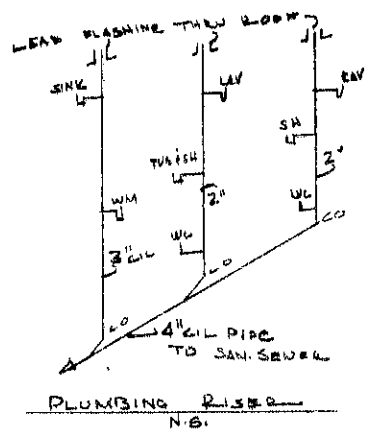
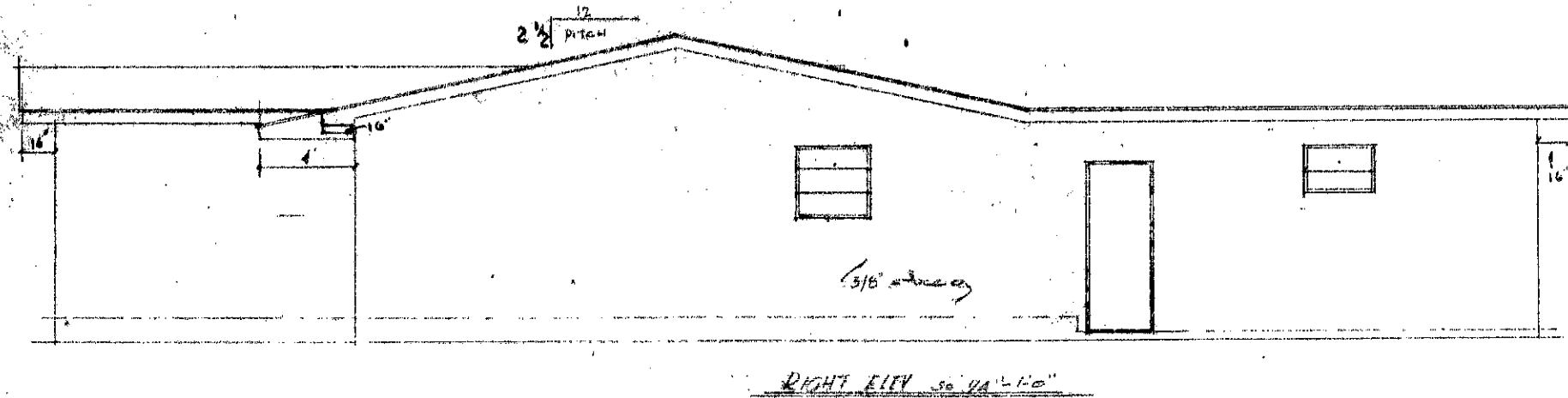
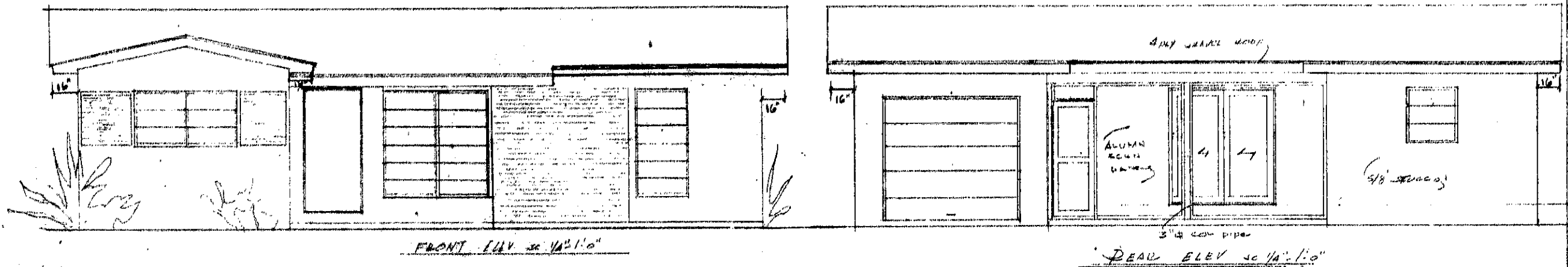


NOTE:  
 5 ELEC SYMBOLS OPTIONAL  
 LOCATION ON ASST

PLAN

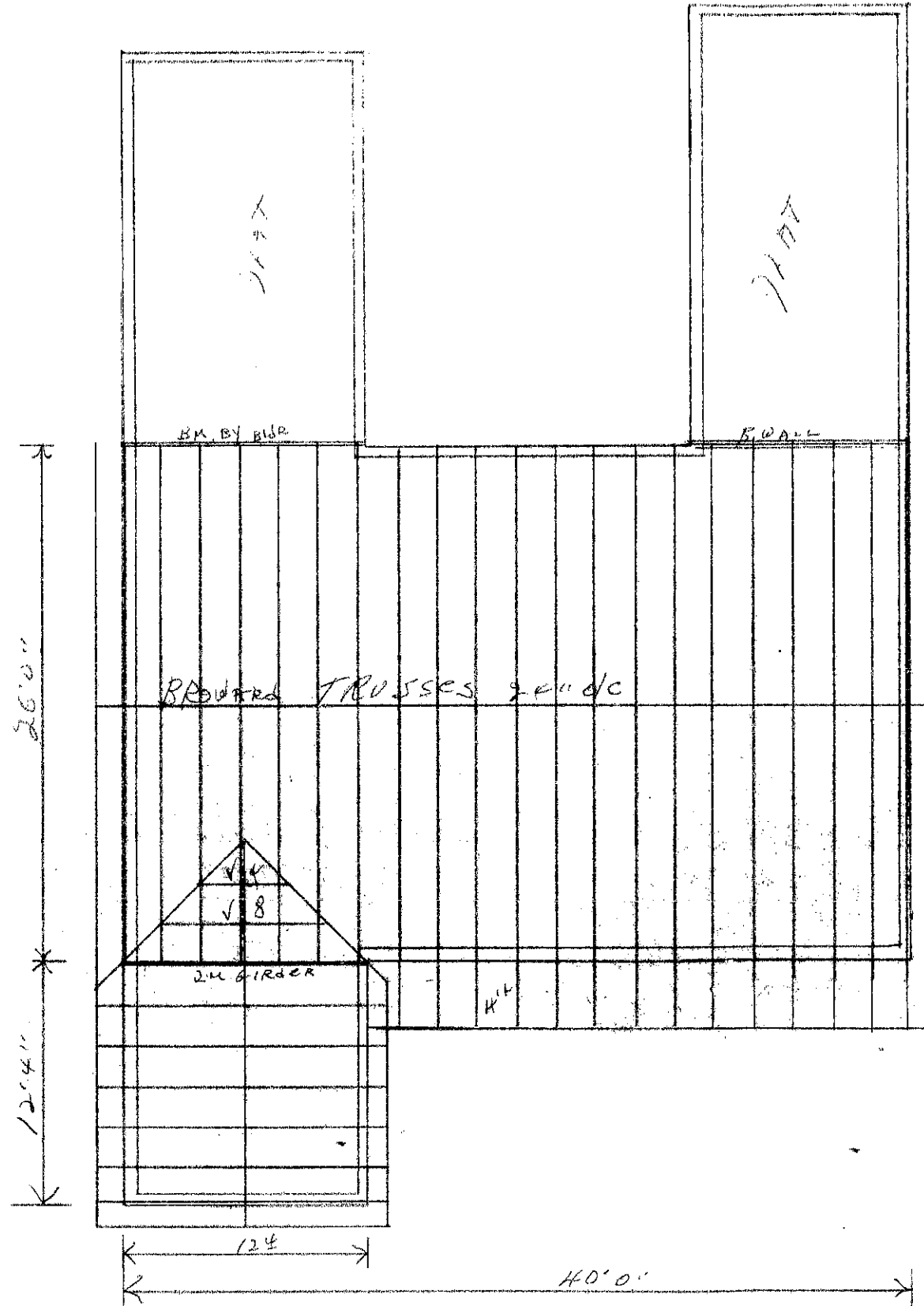


ELEC 1



Michael Gale





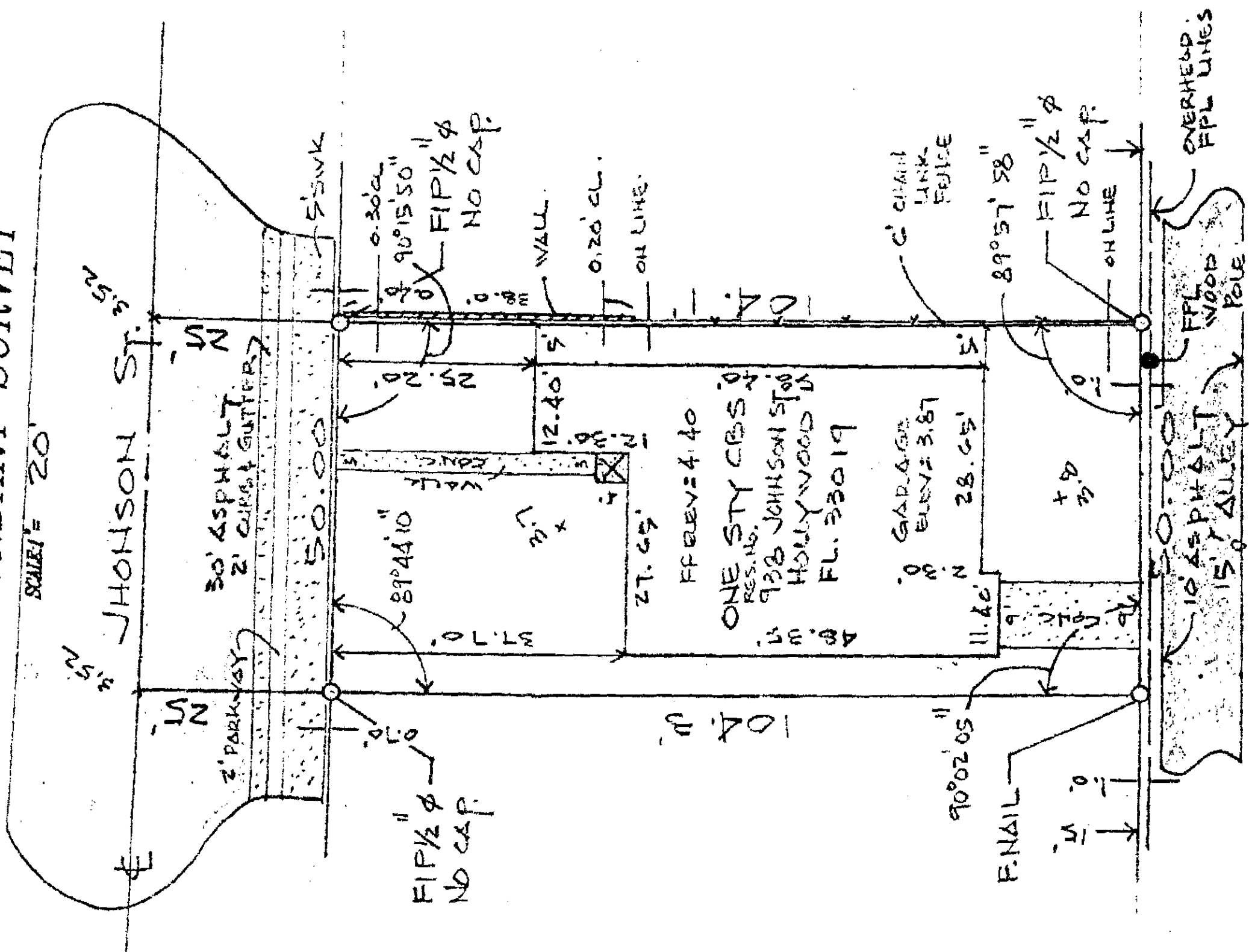
5A Model  
 FOR ROOF TRUSS LAYOUT  
 LOT. BY R. J. DANIELS  
 JOB ADD. SUB.  
 BROWARD BUILDING SUPPLIES, INC.  
 8405 N. W. 90th AVE. FT. LAUDERDALE, FLA.

Approved  
 Michael J. P.C.



# MAP of BOUNDARY SURVEY

SCALE = 20'



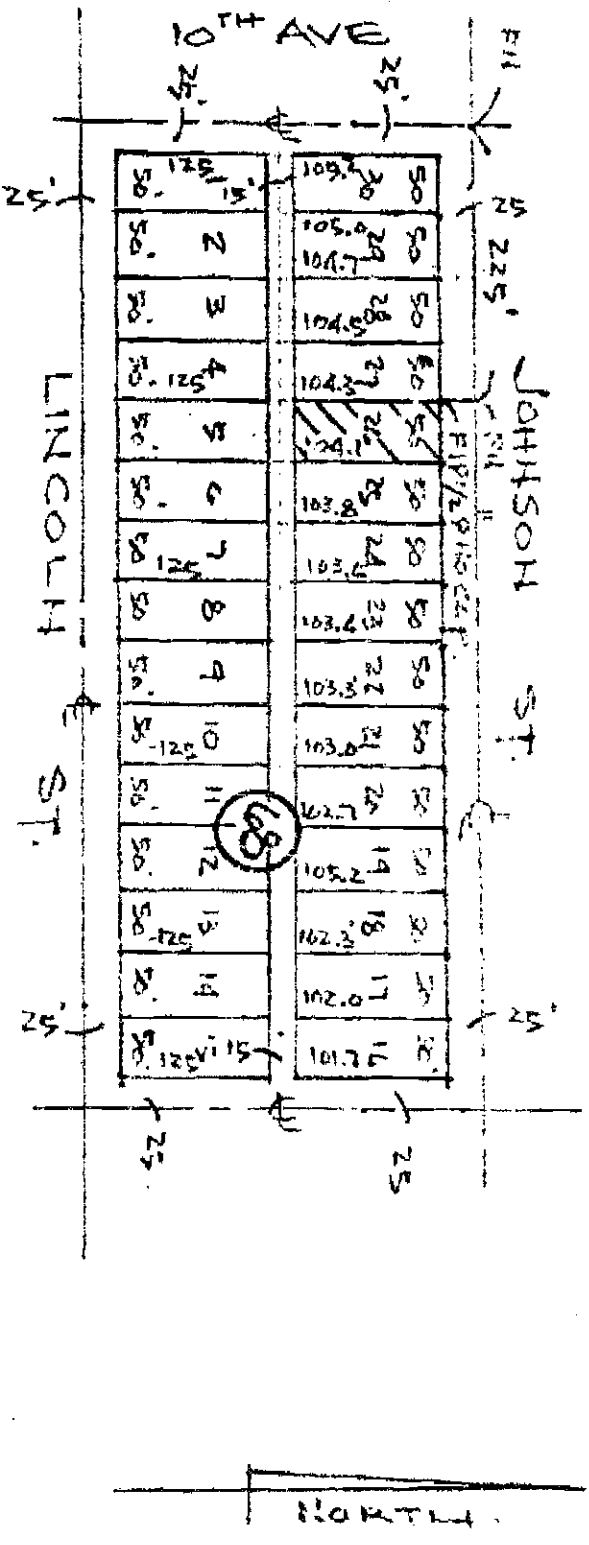
NORTH

## LEGEND & ABBREVIATIONS:

- |                                   |   |                             |   |                           |
|-----------------------------------|---|-----------------------------|---|---------------------------|
| A - ARC                           | CONC - CONCRETE                             | ELEV - ELEVATION            | P.C.P. - PERMANENT CONTROL POINT.       | S. - SOUTH                |
| AVE - AVENUE                      | CT - COURT                                  | F.N. - FOUND NAIL           | P.O.C. - POINT OF COMMENCEMENT.         | SEC - SECTION             |
| BLOG - BUILDING                   | G.I.E. - DRAINAGE AND MAINTENANCE EASEMENT. | F.A.D. - FOUND NAIL & DISC. | P.P.M. - PERMANENT REFERENCED MONUMENT. | S.L.P. - SET IRON PIPE    |
| BM - BENCHMARK                    | E - EAST                                    | FT. - FEET                  | R. - RADII'S                            | S.N.D. - SET NAIL & DISC. |
| C - CURVE                         | ENC - ENCROACH                              | LN - LANE                   | RAD - RADIAL                            | S.M.C. - SIDEWALK         |
| C.B. - CATCH BASIN                | ESMT. - EASEMENT                            | MEAS - MEASURE              | RD - ROAD                               | T. - TANGENT              |
| C.B.S. - CONCRETE BLOCK STRUCTURE | F.O.H. - FOUND DRILL HOLE                   | M/L - MOVEMENT LINE         | REC - RECORD                            | TERR. - TERRACE           |
| CL - CHORD                        | F.F.F. - FINISHED FLOOR                     | M/S - METAL SHED.           | TAP - TOWNSHIP                          | TERR. - TERRACE           |
| CL - CHORD                        | F.F.F. - FINISHED FLOOR                     | N. - NORTH                  | U.E. - UTILITY EASEMENT.                |                           |

# LEGAL DESCRIPTION

LOT 1  
 SUBDIVISION HOLLYWOOD LAKES SECTION 1. BLOCK 26 68  
 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 32 OF THE  
 PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.  
 PROPERTY ADDRESS: 958 JOHNSON ST.  
HOLLYWOOD FL. 33019.



HOLLYWOOD BENCHMARK.

JOHNSON ST & 9TH AVE.

X CUT OLD HOBERT INSTR. OF  
 GENERAL UTILITIES.  
 ELEV. = 3.519

CERTIFIED TO:

- \* ELIZABETH SANCHEZ
- \* ATTORNEY WENDY AUBURN
- \* NATALIA BARRA
- \* ATTORNEY TITUS INVESTMENTS  
FUND, INC

LOCATION MAP.

SCALE: 1" = 200'

DATE OF FIELD SURVEY 5-17-99

FLOOD ZONE: AE COMMUNITY NO. 125 HOB PANEL: 311 SUFFIX: S DATE OF FIRM: 8-18-72 BASE FLOOD: 6.00

EXAMINATION OF THE ABSTRACT OF TITLE HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY AFFECTING THE SUBJECT  
 PROPERTY. LOCATION AND IDENTIFICATION OF UTILITIES ON AND/OR ADJACENT TO THE SUBJECT PROPERTY WERE NOT SECURED, AS SUCH  
 INFORMATION WAS NOT REQUESTED. OWNERSHIP IS SUBJECT TO OPINION OF TITLE UNDERGROUND FOUNDATIONS AND FOOTINGS NOT  
 LOCATED, AS SUCH INFORMATION WAS NOT REQUESTED. LEGAL DESCRIPTION WAS FURNISHED BY CLIENT. OWNERSHIP OF FENCES, IF ANY,  
 NOT DETERMINED. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREIN AND CERTIFICATION DOES  
 NOT EXTEND TO ANY UNNAMED PARTY.

FOR: ELIZABETH SANCHEZ

ORDER No. 9905-23

DATE: 5-17-99

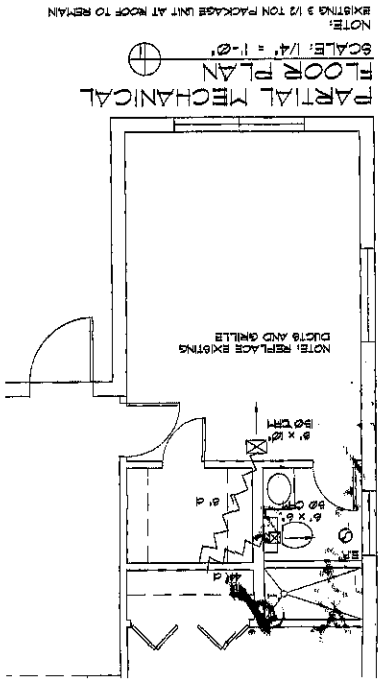
REV. \_\_\_\_\_

WALTER E. VENEGA

PROFESSIONAL SURVEYOR AND MAPPER  
 No. 9103, STATE OF FLORIDA  
 NOT VALID WITHOUT THE SIGNATURE AND  
 THE ORIGINAL RAISED SEAL OF A FLORIDA  
 LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

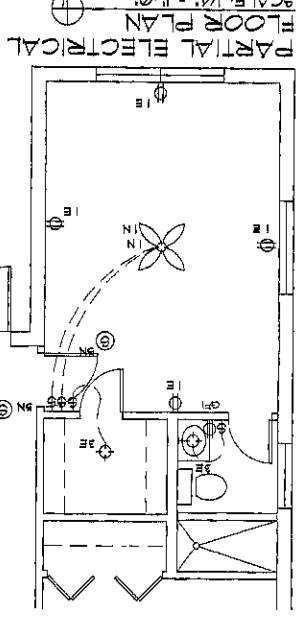
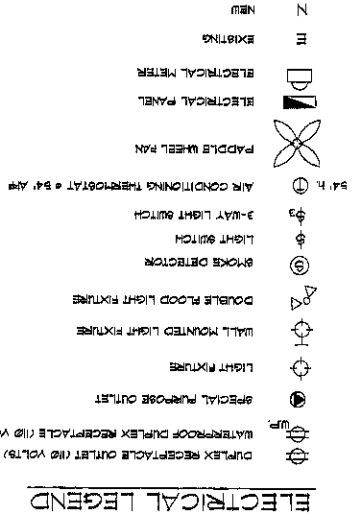
MADDIGAN TANN CIVILWORKS INC

CS  
6  
DN

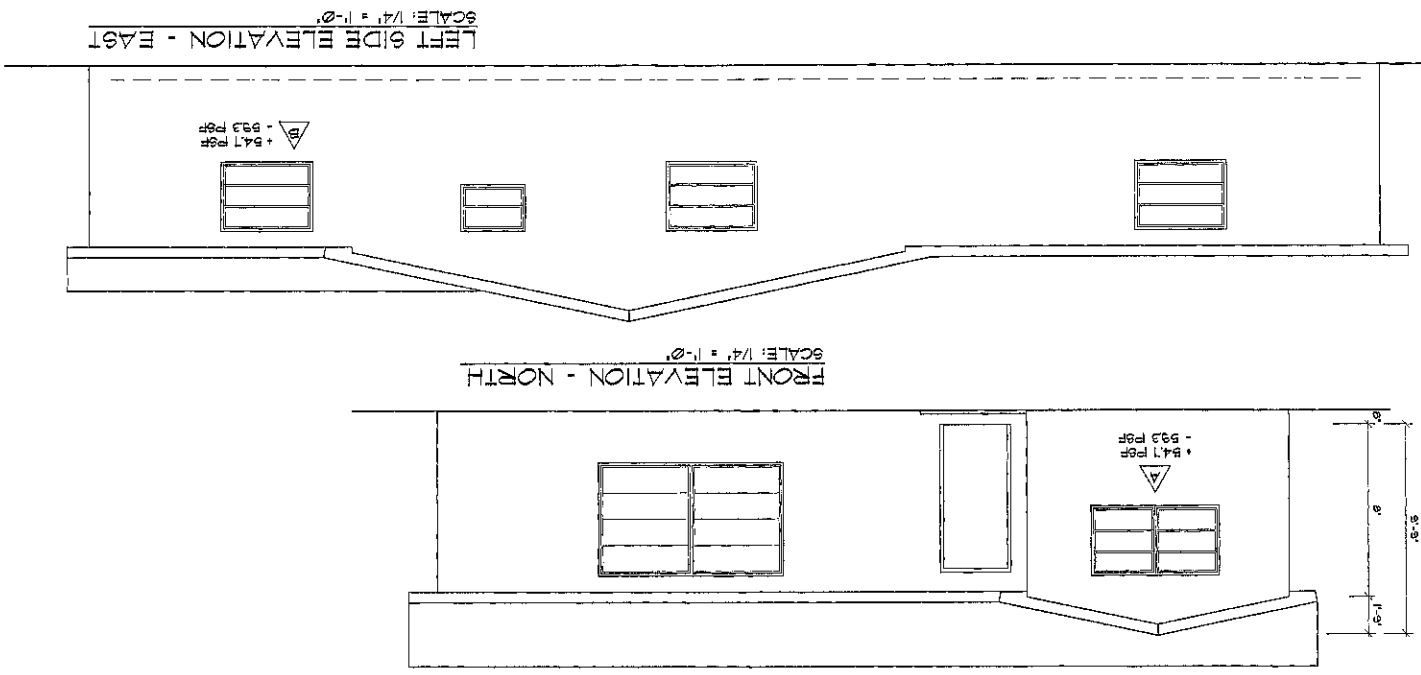


PARTIAL MECHANICAL FLOOR PLAN  
SCALE: 1/4" = 1'-0"

EXISTING 3 1/2 TON PACKAGE UNIT AT ROOF TO REMAIN

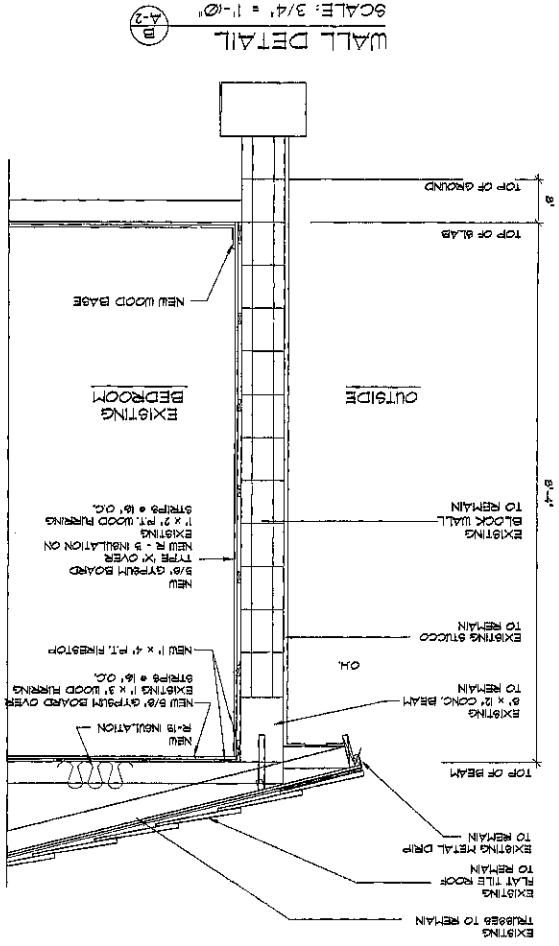


PARTIAL ELECTRICAL FLOOR PLAN  
SCALE: 1/4" = 1'-0"

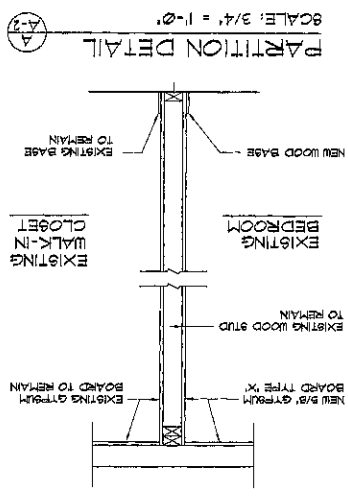


LEFT SIDE ELEVATION - EAST  
SCALE: 1/4" = 1'-0"

FRONT ELEVATION - NORTH  
SCALE: 1/4" = 1'-0"



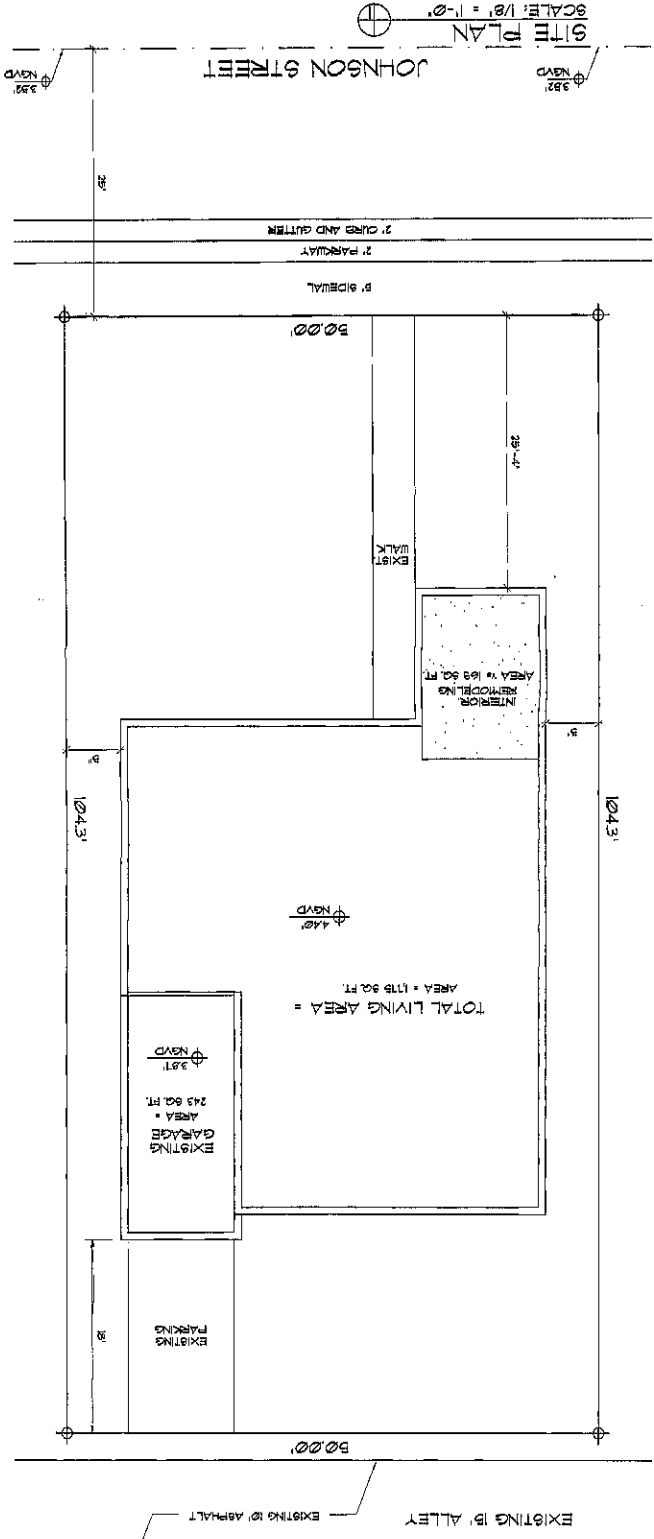
WALL DETAIL  
SCALE: 3/4" = 1'-0"



PARTITION DETAIL  
SCALE: 3/4" = 1'-0"

REVISIONS BY  
 INTERIOR RESIDENTIAL REMODELING FOR:  
 ELIZABETH SANCHEZ  
 936 JOHNSON STREET  
 HOLLYWOOD, FL 33019  
 (954) 922-6332  
 ARQUIS DESIGN GROUP INC.  
 ARCHITECTURE AA 0002161 INTERIOR DESIGN IB 0000081  
 10320 LINCOLN STREET  
 HOLLYWOOD, FL 33019 (954) 922-6332  
 ELIZABETH SANCHEZ, I.A.  
 LEONARD J. LAFOREST, A.R.C.D.4194

Date: 8/30/04  
 Scale: AS SHOWN  
 Drawn: E.S.  
 Appr: [Signature]  
 City of Hollywood, FL  
 ADG-2417  
 8-20-04  
 Sheet: A-2 of 2 sheets



**LEGAL DESCRIPTION**  
 LOT 28, BLOCK 68, SUBDIVISION HOLLYWOOD LAKES SECTION BROADWAY COUNTY, FLORIDA  
 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 32, OF THE PUBLIC RECORDS OF BROADWAY COUNTY, FLORIDA

**SITE DATA**  
 ZONING CLASSIFICATION: RU-1  
 SITE AREA: 1500 SQ. FT.  
 SETBACKS:  
 FRONT: 25'-0" PROVIDED; 25'-4" REQUIRED  
 REAR: 20'-0" PROVIDED; 19'-0" REQUIRED  
 RIGHT SIDE - WEST: 5'-0" PROVIDED; 5'-0" REQUIRED  
 LEFT SIDE - EAST: 5'-0" PROVIDED; 5'-0" REQUIRED

**AREAS**  
 EXISTING LIVING A.C.: 1175 SQ. FT.  
 EXISTING GARAGE: 243 SQ. FT.  
 TOTAL: 2018 SQ. FT.

**DOOR SCHEDULE**

MARK	UNIT DIMENSION	MATERIAL	GLASS DETAIL	GLASS TO TYPE	REMARKS
1	2'-6" W. x 6'-8" H.	WOOD SWING	1/3" GLASS	WOOD	
2	2'-2" W. x 6'-8" H.	WOOD SWING	1/3" GLASS	WOOD	
3	2'-2" W. x 6'-8" H.	WOOD SWING	1/3" GLASS	WOOD	
4	2'-2" W. x 6'-8" H.	WOOD SWING	1/3" GLASS	WOOD	
B					

**WINDOW SCHEDULE**

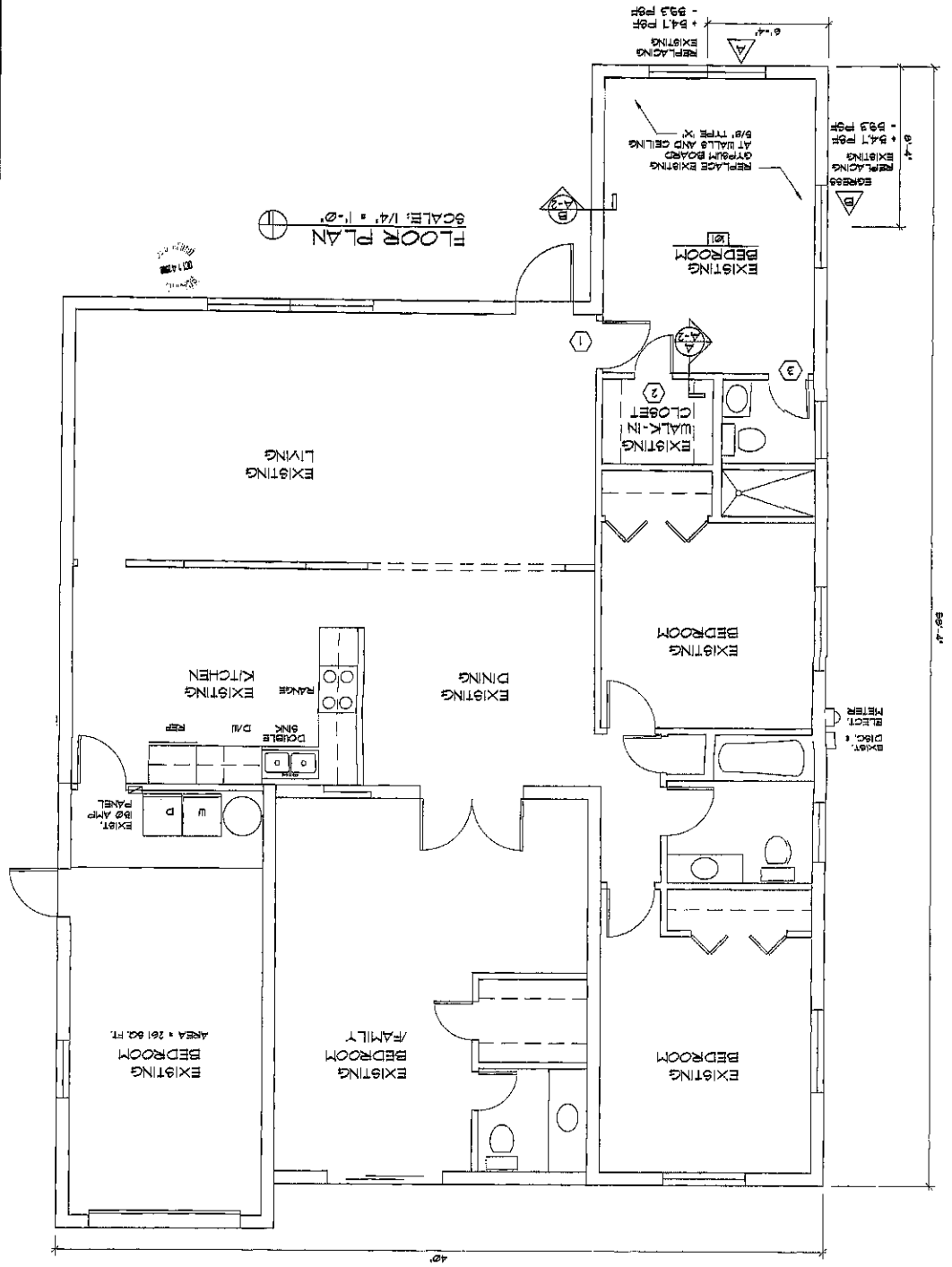
MARK	UNIT DIMENSION	MATERIAL	GLASS DETAIL	GLASS TO TYPE	REMARKS
A	(2) 31" W. x 36 5/8" H.	ALUM. GLASS	TINT	SHUTTER/EGRESS	
B	53 - 1/8" W. x 36 5/8" H.	ALUM. GLASS	TINT	SHUTTER/EGRESS	
D					

**FINISH SCHEDULE**

ROOM NAME	FLOOR	BASE	WALLS	CEILING	REMARKS
101 BEDROOM	1-A	2-A	3-A	4-A	
102 BEDROOM	1-A	2-A	3-A	4-A	
103					

**FINISHES**  
 1. FLOOR FINISH  
 A. TILE SELECTED BY OWNER AND INSTALLED BY CONTRACTOR  
 B. COLOR SELECTED BY OWNER  
 2. BASE  
 A. 4" HIGH WOOD BASE  
 B. COLOR SELECTED BY OWNER  
 3. WALL FINISHES  
 A. 3 COATS OF PAINT ON QUARTZ  
 B. COLOR SELECTED BY OWNER  
 4. CEILING  
 A. 3 COATS OF PAINT ON QUARTZ  
 B. COLOR SELECTED BY OWNER

NOTE: EGRESS WINDOW ARE 20" IN WIDTH, 24" IN HEIGHT & 5.7 SQ. FT IN AREA. THE BOTTOM OF OPENING SHALL NOT BE MORE THAN 44" ABOVE THE FLOOR.



REVISIONS BY

INTERIOR RESIDENTIAL RETROFITTING FOR:  
 ELIZABETH SANCHEZ  
 538 JOHNSON STREET  
 HOLLYWOOD, FL 33019  
 (954) 522-6332

ARCHITECTURE AA 0007161 INTERIOR DESIGN IB 0000811  
 ARGUIS DESIGN GROUP INC.  
 1020 LINCOLN STREET  
 HOLLYWOOD, FL 33019 (954) 522-6332  
 ELIZABETH SANCHEZ, I.A.  
 LEONARD J. LAFOREST, ARCHD14784

Drawn: E.S.  
 Scale: AS SHOWN  
 Date: 8/30/04  
 Job: ADG-2417  
 Sheet: 8 of 8

Sheet: A-1  
 Of 2 Sheets

NAME OF OWNER Ray Daniels 70-217

ADDRESS 938 Johnson

LEGAL DESCRIPTION lot 26 B-68 Hwd Lakes, Sec.

DESCRIPTION OF CONST. FEE 74.10

ARCHITECT: Yale EVAL 23,362.00

Single Family Residence

PERMIT TYPE	NO.	DATE	TO WHOM	FIXT. or OUT.
BLDG. 1920P	4252	9-1-70	Owner	
ROOF 21704				
ELECTRICAL	2043	9-8-70	Schreck	
PLUMBING 13	781	9-9-70	Atlas	
GAS				
<del>SEWER</del> C. SEWER	372	9-9-70	Atlas	
A/C DUCTS	2182	10-27-70	Ward's	2 On %
SCREEN ENCL.				
POOL				
DRIVEWAY S/W	4445	9-16-70	owner	70-1593
FENCE				
Wth & plumb	5036	10-23-70	DeAngelis	

## Permit Search Results

[Search](#) > Properties located at/on/near '...938...'

**15 permits were found for  
938 JOHNSON ST**

View	Process #	Permit #	Description	Appl. Date	Permit Date
<a href="#">Details</a>		<b>B19-106646</b>	DEMOLITION- STRUCT COMPLETE W/O WS CRED	10/10/2019	<b>12/23/2019</b>
<a href="#">Details</a>		<b>B18-106698</b>	ALTERATIONS- EXTERIOR & INTERIOR	8/20/2018	
<a href="#">Details</a>		<b>B13-101313</b>	REROOF - COMBINATION OF TYPES	3/28/2013	<b>7/5/2018</b>
<a href="#">Details</a>		<b>E09-101063</b>	RECONNECTION OF SFH/COMMERCIAL SERVICE	7/6/2009	<b>7/6/2009</b>
<a href="#">Details</a>		<b>E07-100265</b>	ELECTRICAL WORK	6/14/2007	<b>6/14/2007</b>
<a href="#">Details</a>		<b>B07-100890</b>	ALTERATIONS- EXTERIOR	6/14/2007	<b>6/14/2007</b>
<a href="#">Details</a>		<b>B07-100889</b>	FENCE-CHAIN LINK &/OR WOOD	6/14/2007	<b>6/14/2007</b>
<a href="#">Details</a>		<b>B07-100888</b>	DECK - WITHOUT ROOF	6/14/2007	<b>6/14/2007</b>
<a href="#">Details</a>		<b>B07-100855</b>	ALTERATIONS- EXTERIOR	6/13/2007	<b>6/14/2007</b>
<a href="#">Details</a>		<b>B07-100232</b>	FENCE-CHAIN LINK &/OR WOOD	5/16/2007	
<a href="#">Details</a>	77296	<b>E0402180</b>	ELECTRICAL WORK	8/30/2004	<b>9/20/2004</b>
<a href="#">Details</a>	77294	<b>B0405166</b>	STORM SHUTTERS	8/30/2004	<b>9/20/2004</b>
<a href="#">Details</a>	76396	<b>B0405096</b>	ALTERATIONS- INTERIOR	8/30/2004	<b>9/15/2004</b>
<a href="#">Details</a>		<b>M9901276</b>	A/C - CENTRAL - REPLACEMENT		<b>9/14/1999</b>
<a href="#">Details</a>		<b>E07-100073</b>	ELECTRICAL WORK		



1351

70-217

Water  
Sewer

<b>UTILITIES DEPARTMENT</b>
WATER <i>of Paul Janall</i>
SEWER <i>of Paul Janall</i>

Get Check *R. Ward 8-26-70*

zoning *R. Ward 8-26-70*

Eng. - Mechanical \_\_\_\_\_

Eng. - Structural \_\_\_\_\_

Fire Marshal \_\_\_\_\_

Plum *H.P. 8/27/70* *13 Fix*

Elect *B.F. 27-70* *SEWER*

A/C \_\_\_\_\_

Plan \_\_\_\_\_ *Roy Otis*

Other \_\_\_\_\_

Date Issued *9-1-70* *4252*

Owner *R. Daniels*

Description *Single family residence*

Location *938 ~~Spring~~*

Lot *26* Block *Ed* Subdivision *Hunt Lakes Sec*

Contractor or Builder *owner*

License No. \_\_\_\_\_

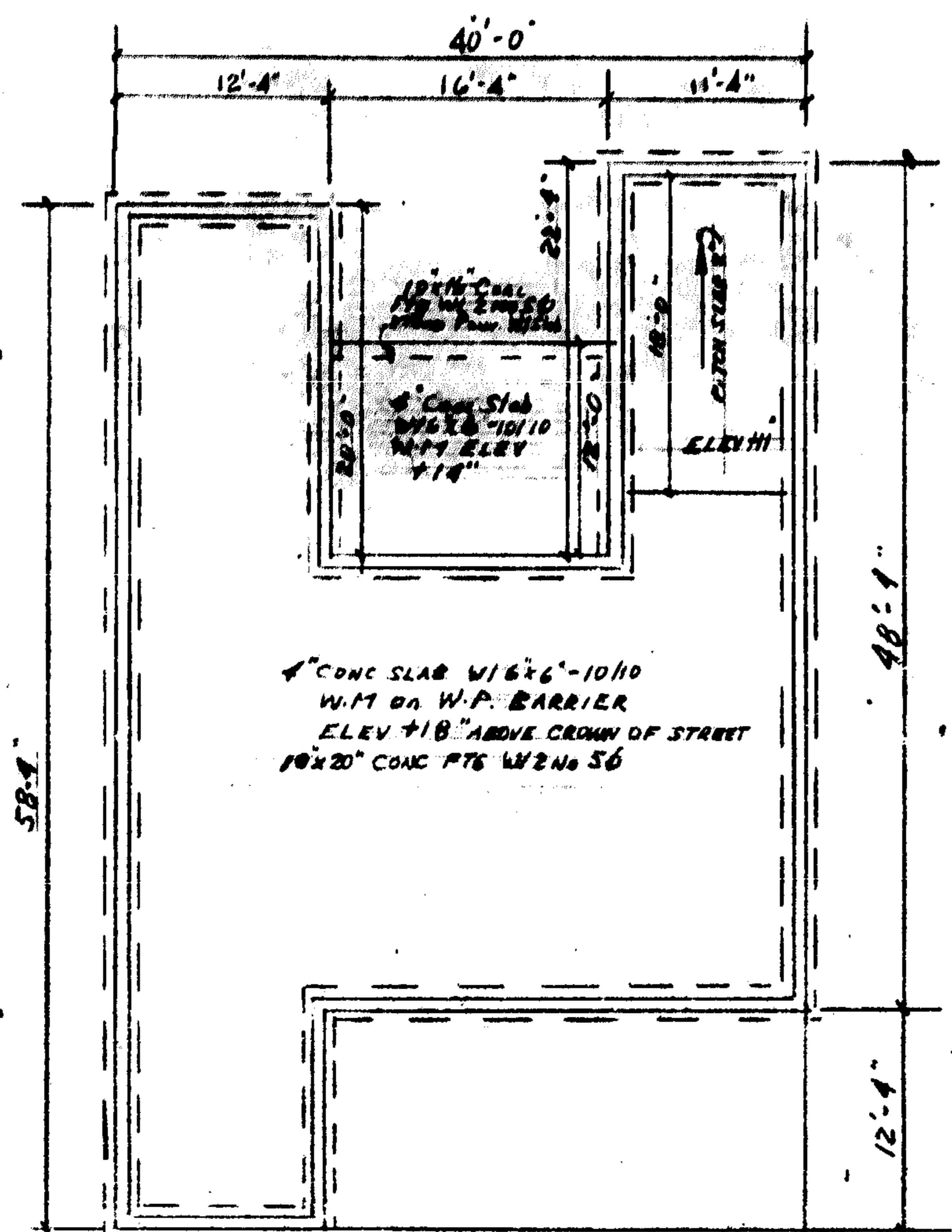
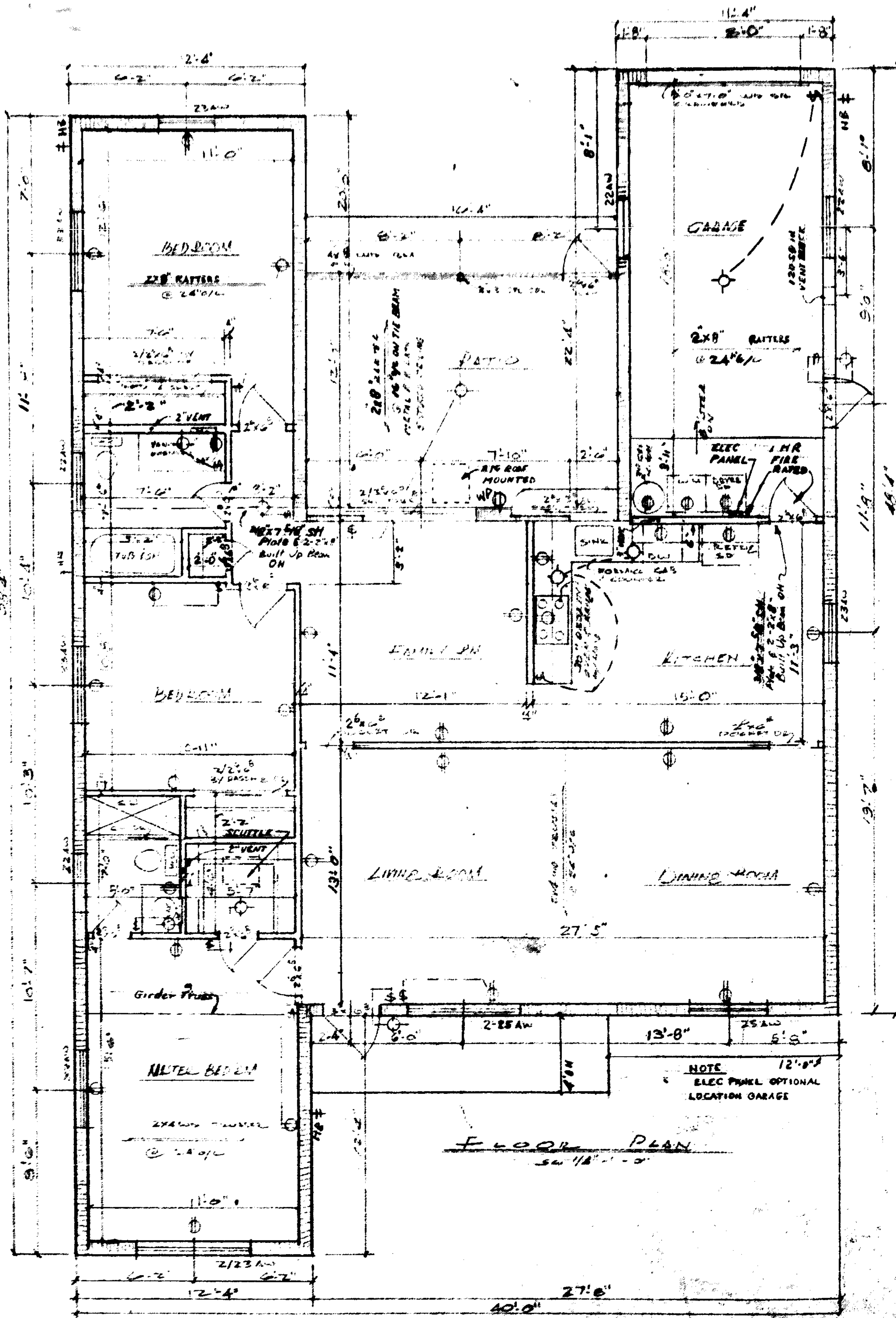
Architect and/or Engineer \_\_\_\_\_

Cubic Ft. *21120* Valuation \$ *22362.00*

Square Ft. *1920* Roof *2170*

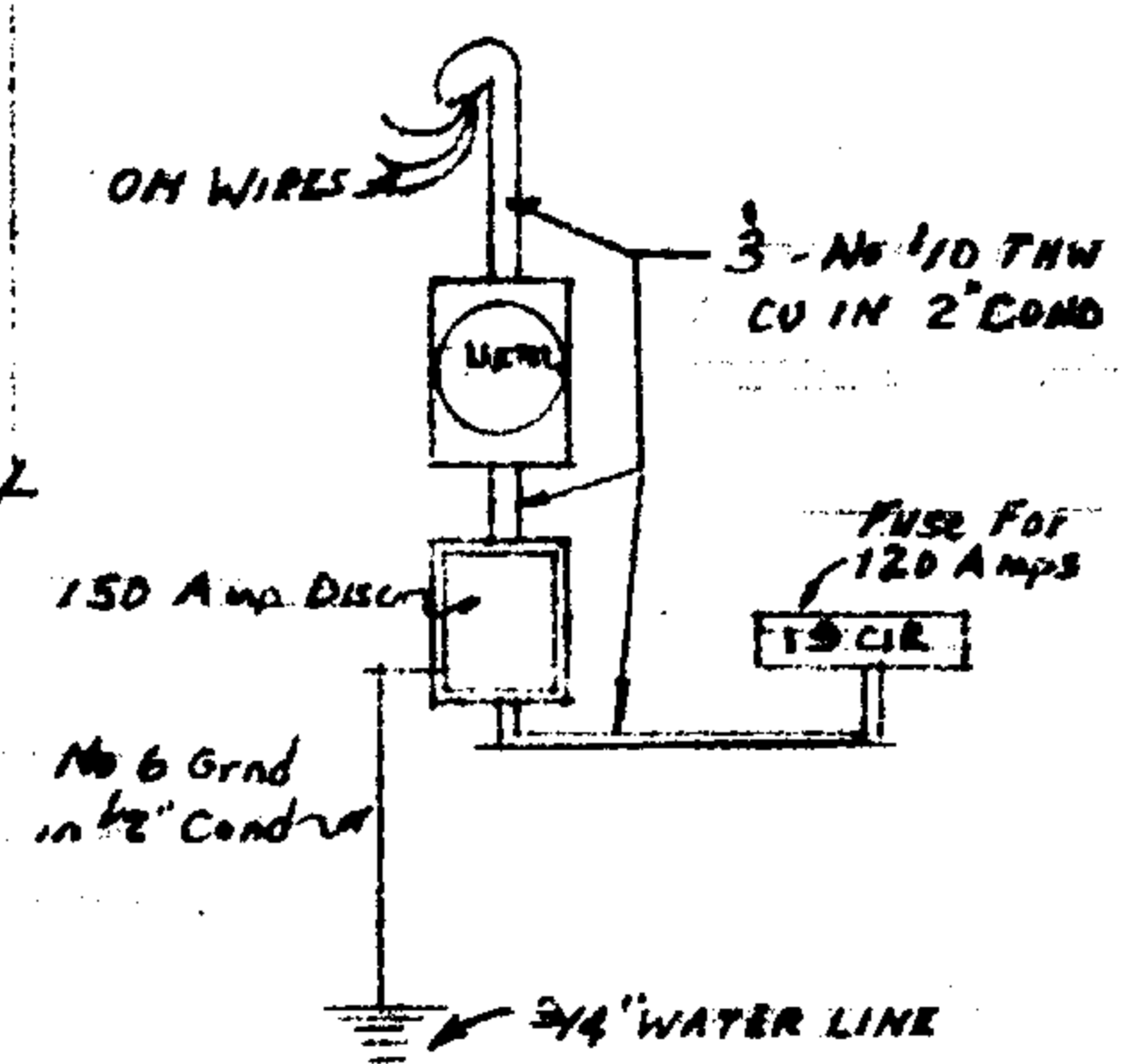
Date Plans Received *8-26-70 1:10 pm*

Report on Grout Injection



Soil: Sand & Rock  
 Bearing Value Approx  
 1500 psf. Fr. Testing Eng.  
 D.L.: 677 BSE  
 D.E.C.L.L. Combined 1019 BSE  
 Use 5000 PSI PRESSURE  
 Grout: Use 2" Grout  
 Holes - Grout 2" Dia. on  
 Footings & 4" Dia. on Stubs  
 Grouting To Be Cert. Fr. Test  
 By Fr. Testing Eng.

FOUNDATION PLAN 48'-1" 0"



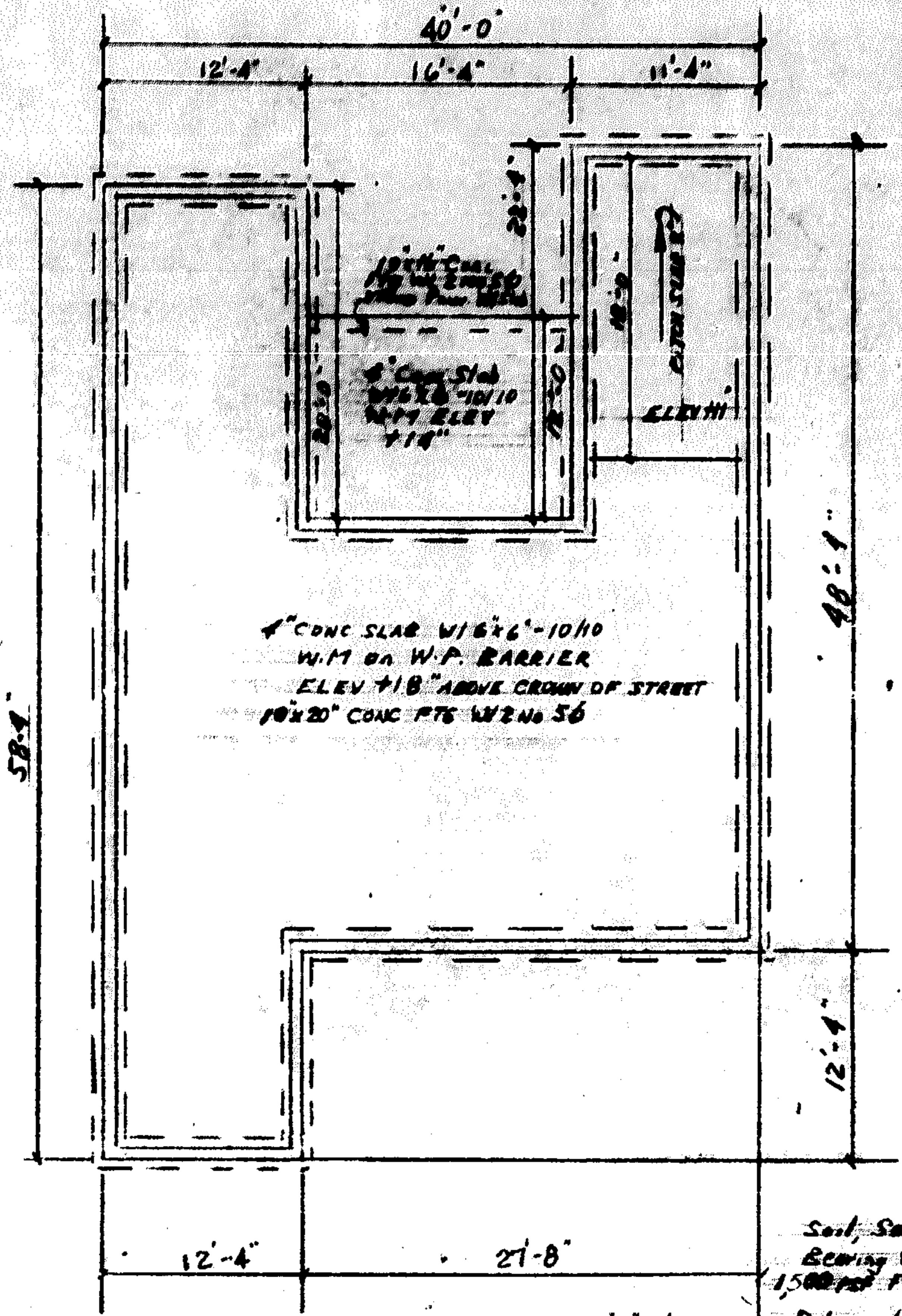
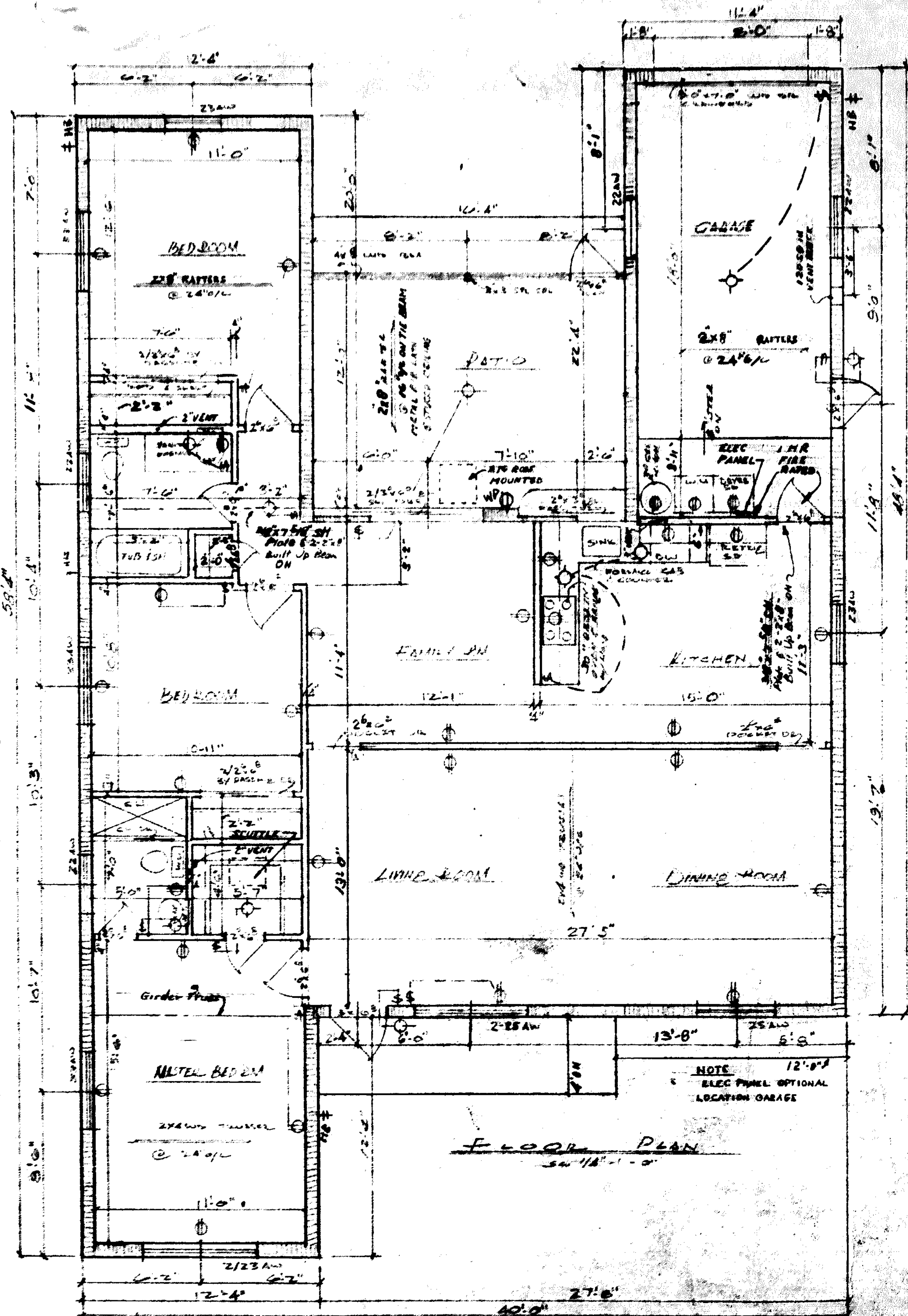
ITEMS	CIR.	AMPS
9 LIGHTS	1	3
21 RECEPTS	6	18
RANGE	2	33.3
SM APPL	1	4.5
REFRIG	1	3
DISH WASHER	1	4.5
W.M.	1	3
H.W. H.	2	15
<b>SUBTOTAL</b>	<b>15</b>	<b>84.3 (00)</b>
1 DRYER	2	22.5
AIR COND	2	12
<b>TOTALS</b>	<b>19</b>	<b>110.4</b>

RESIDENCE FOR  
 R. J. DANIELS CONSTN.

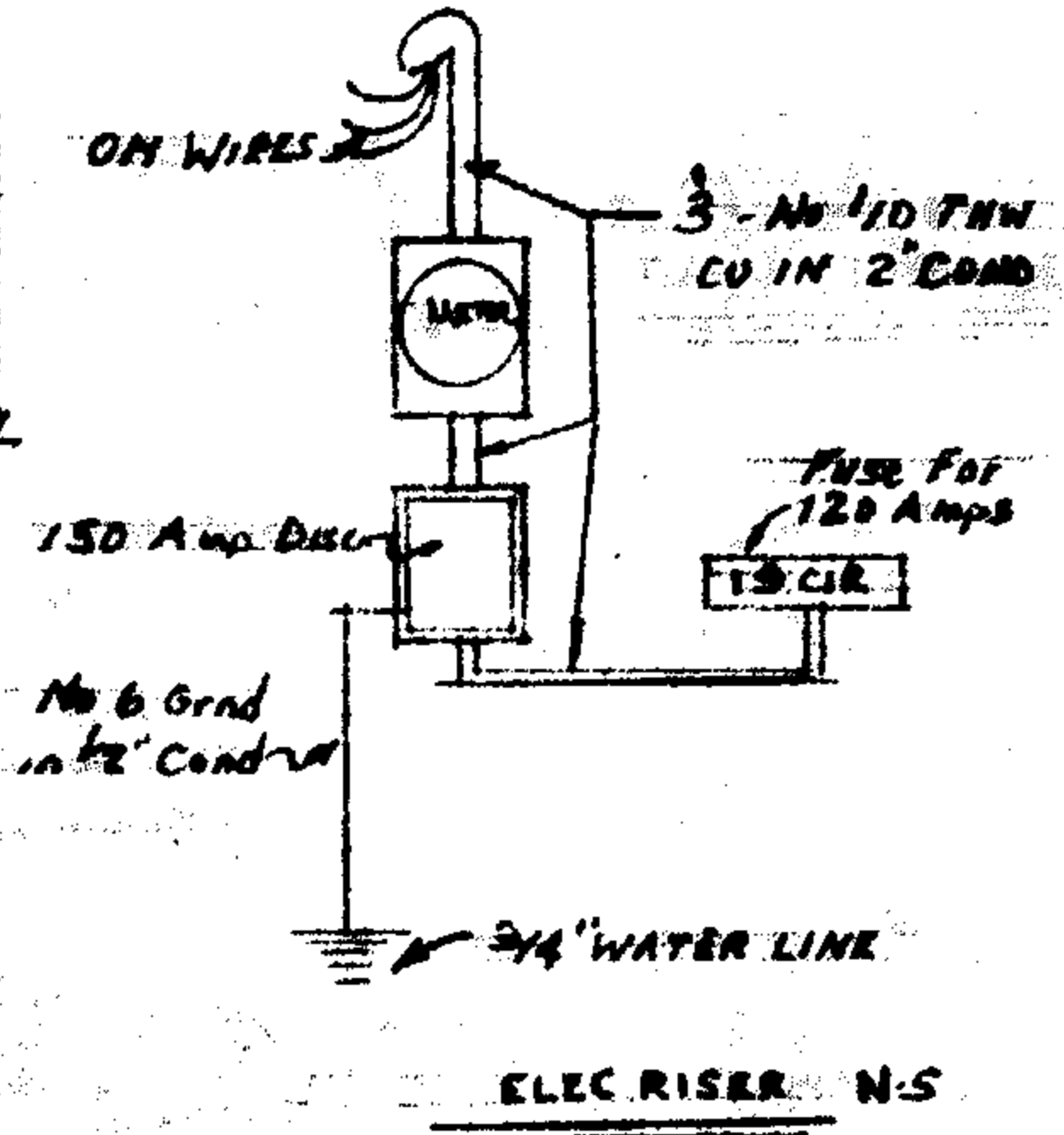
**YALE ENGINEERING**  
 5610 HALLANDALE BEACH BLVD.  
 HOLLYWOOD, FLORIDA

*Michael Yale*





Soil, Sand & Rock Bearing Value Approx 1500 psf. Pile Testing Eng. D.L. 677 ASF  
 DEE LL Combined 1019 CF  
 Use 5000 PSI PRESSURE GROUT - Use 2" Grout Holes - Grout 2" on DN Footings & 4" on Slabs  
 Grouting To Be Certified By Pile Testing Eng.



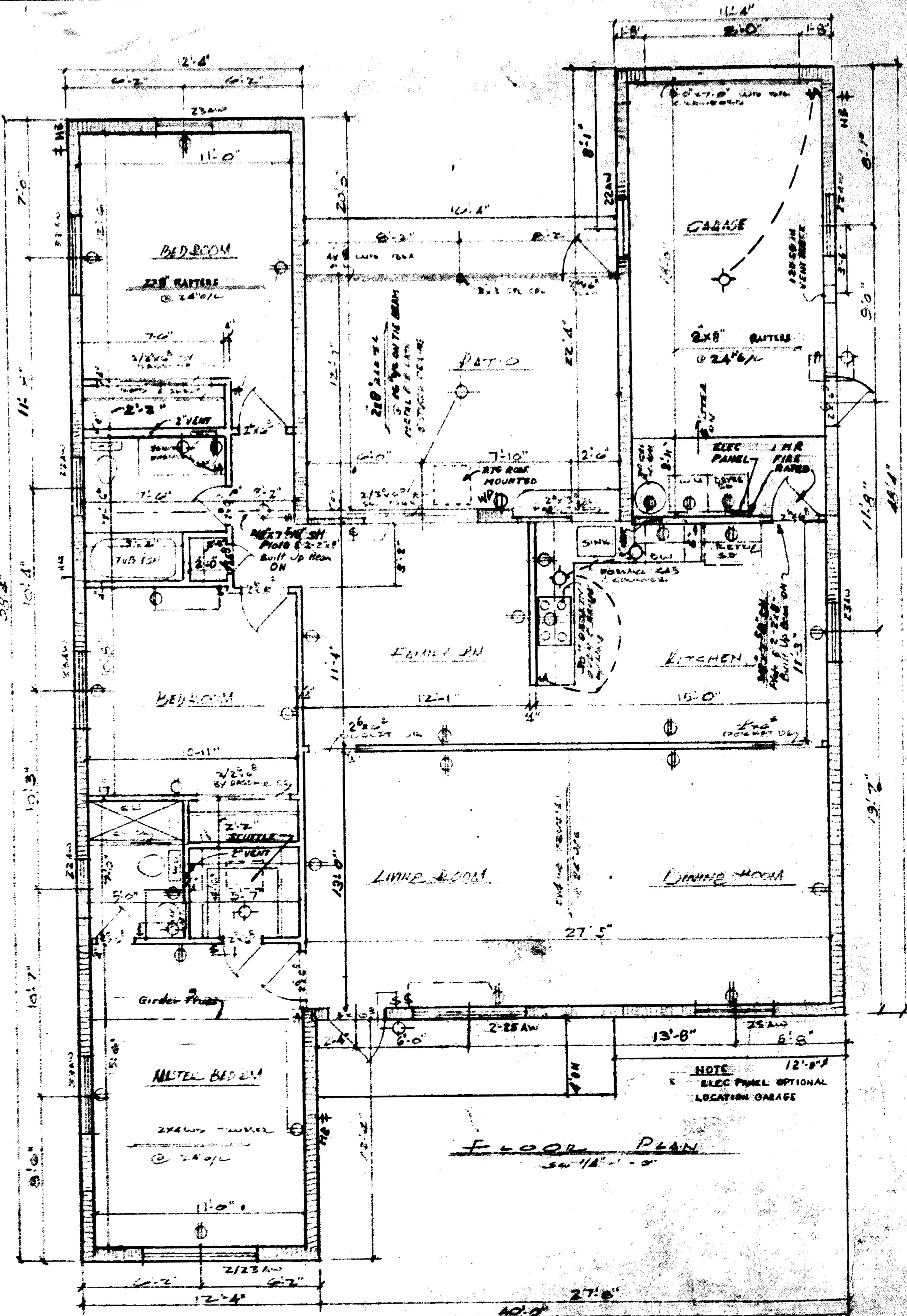
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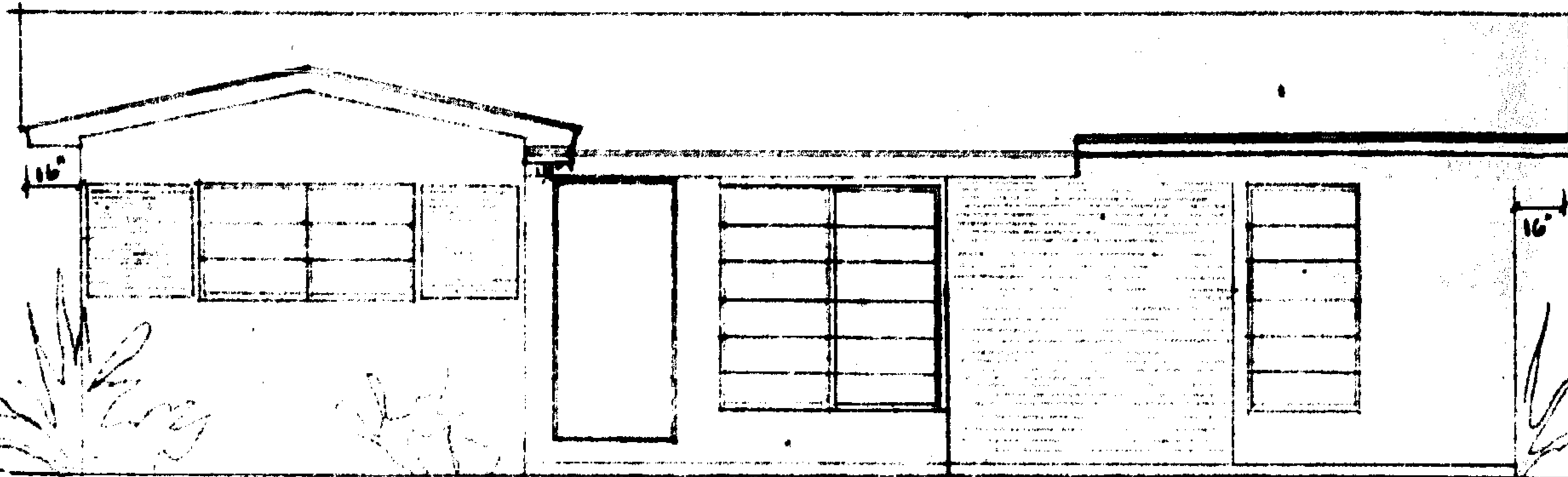
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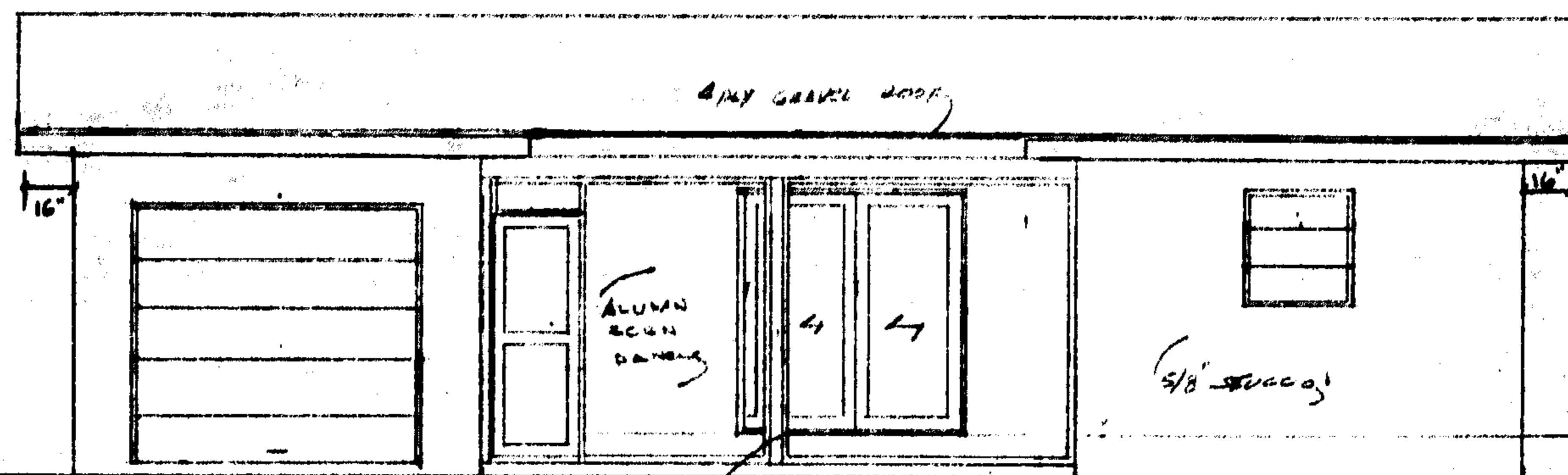




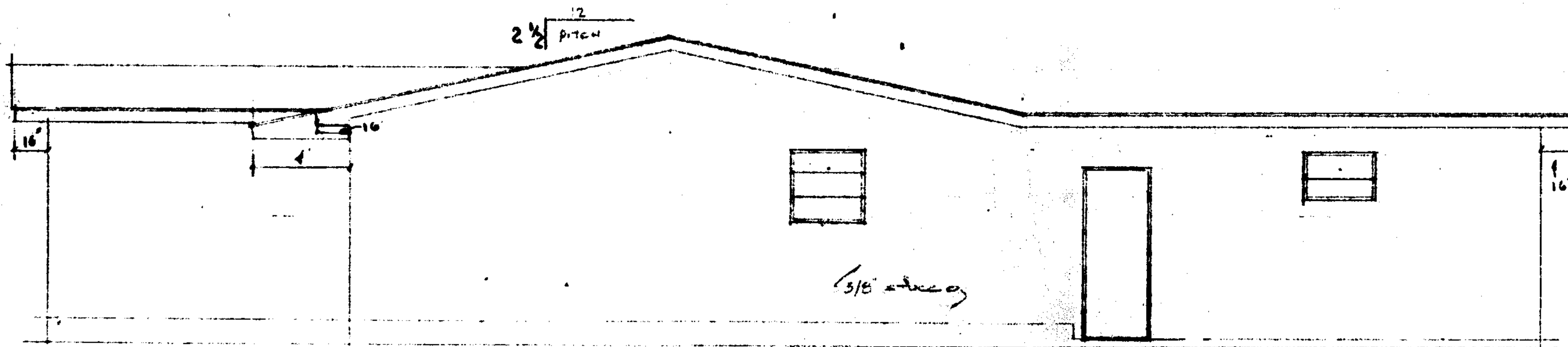




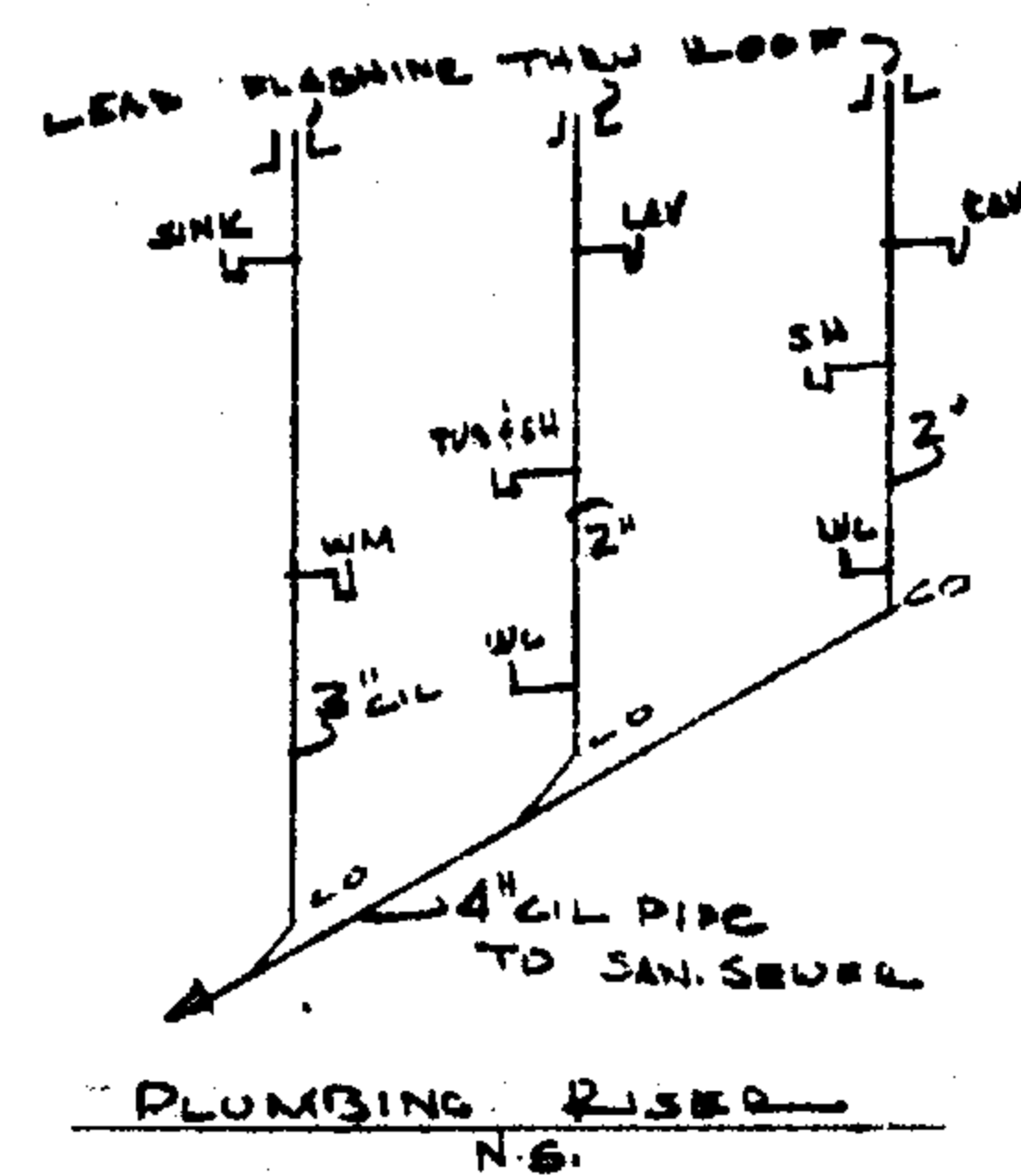
FRONT ELEV. SC. 1/8" = 1'-0"



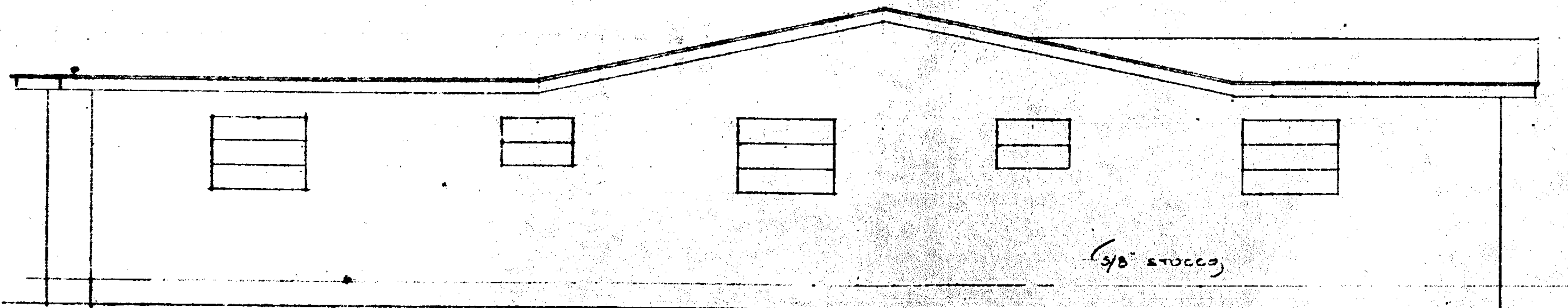
REAR ELEV. SC. 1/8" = 1'-0"



RIGHT ELEV. SC. 1/8" = 1'-0"



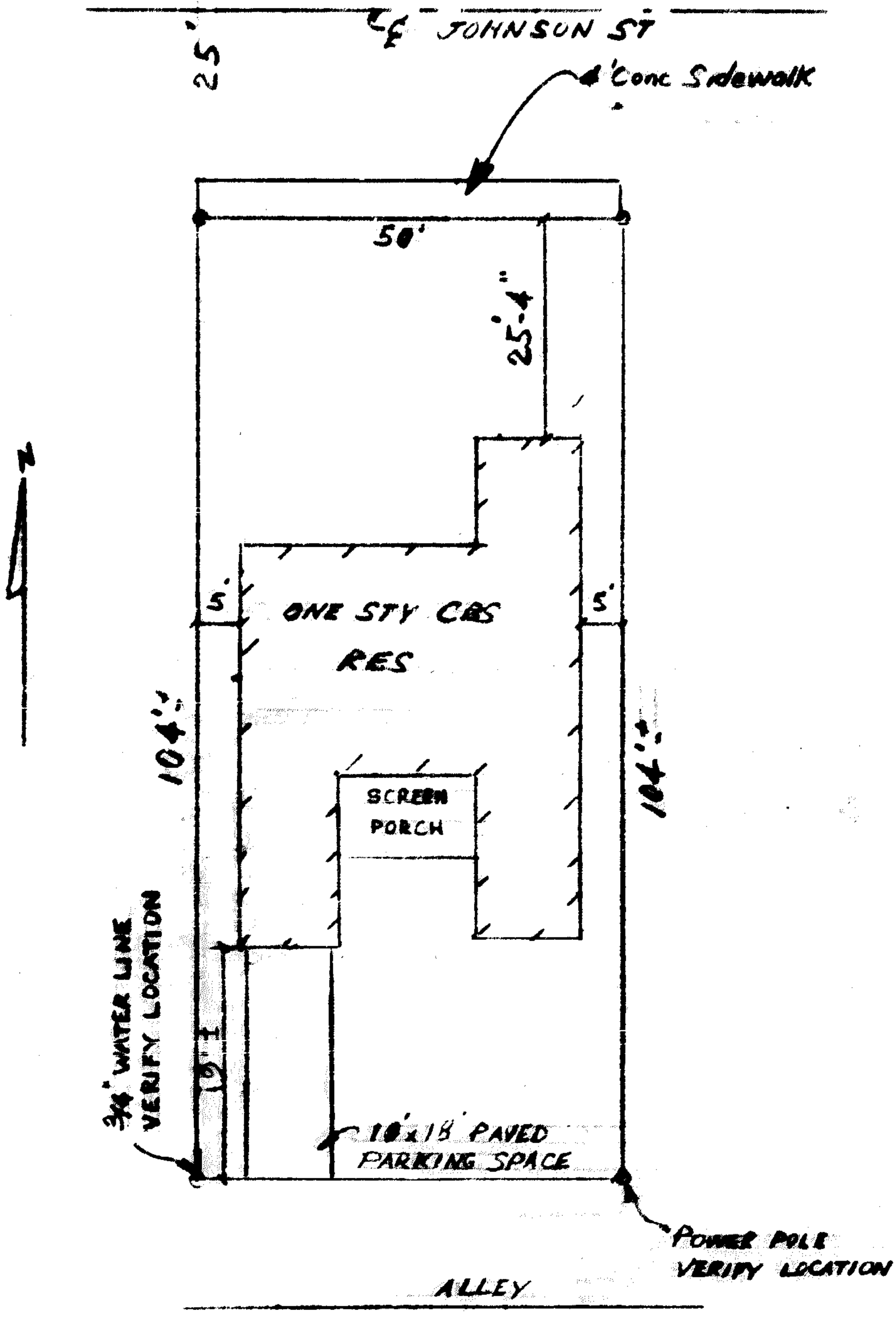
PLUMBING RISER N.S.



LEFT ELEV. SC. 1/8" = 1'-0"

Michael Gale

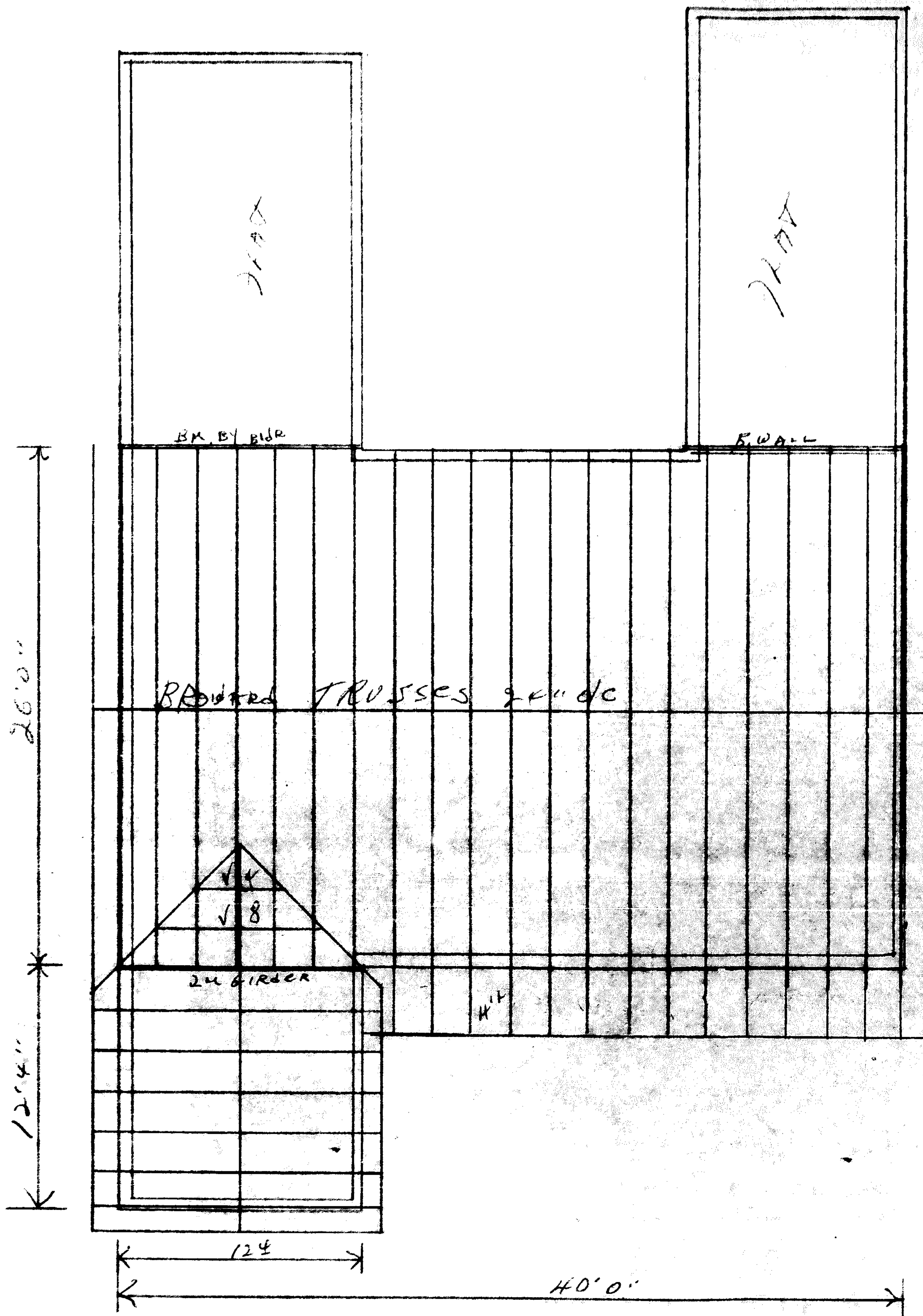




PLOT PLAN 1"=20'

LEGAL  
 LOT 26  
 BLOCK 68  
 HOLLYWOOD LARS SECTION

*Michael Gale*



5A Model

FOR: ROOF TRUSS LAYOUT  
 R. J. DANIELS

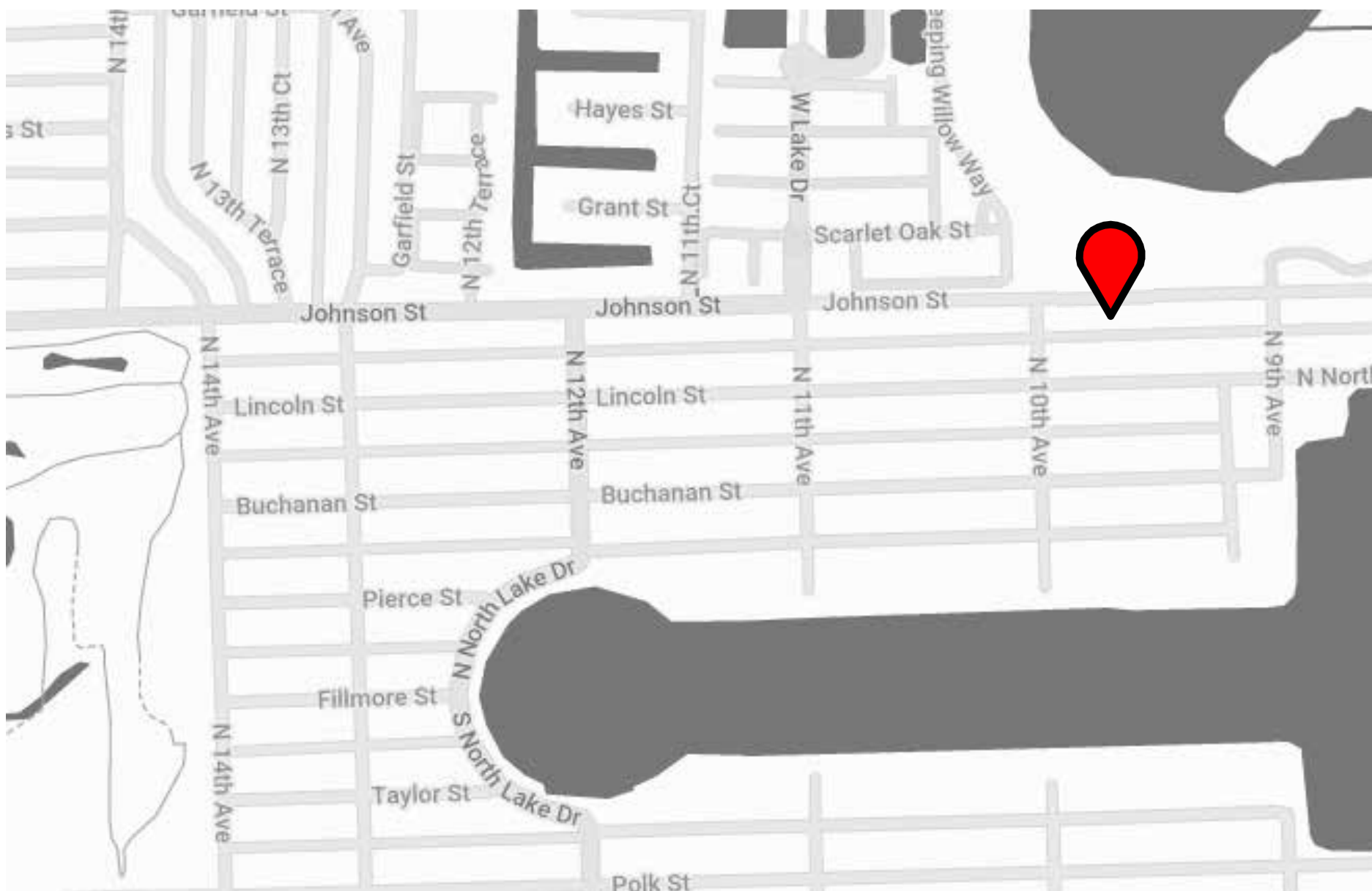
LOT: \_\_\_\_\_ BLK: \_\_\_\_\_ SUB: \_\_\_\_\_

JOB ADD: \_\_\_\_\_

BROWARD BUILDING SUPPLIES, INC.  
 3435 N. W. 9th Ave. FT. LAUDERDALE, FLA.

Approved  
 Michael York P.E.





**938 Johnson St, Hollywood, FL**

This application represents The Positano 405 Beach 2023 Revocable Land Trust as both “Owner” and “Applicant”. The objective of this project is to construct a new house on the currently vacant lot located on 938 Johnson St, Hollywood, FL. As per Survey it is numbered as Lot 26, Block 68 and has an area of 5,241.3 square feet. The proposal is to build a two storey house that will satisfy the design approach mandated by the Historical Preservation Board and the Zoning by-laws.



# REAL PROPERTY TITLE GROUP

SUITE 400  
5901 SW 74 STREET  
SOUTH MIAMI, FLORIDA 33143

PHONE (305) 358-4800  
FAX (305) 358-4809  
LFERNANDEZ@RPTGFLA.COM

December 12, 2023

Oleg Volkov, Trustee  
3415 N. Ocean Drive #405  
Hollywood, FL 33019

**Re: Purchase from Valeriya Goldina  
938 Johnson Street, Hollywood, FL 33019**

Dear Oleg:

Please find enclosed the following documents with respect to the referenced transaction:

- 1) **Original Recorded Warranty Deed; &**
- 2) **Owner's Title Insurance Policy**

If you have any questions or comments, please do not hesitate to contact our office.

Very truly yours,

REAL PROPERTY TITLE GROUP

*Leslie Fernandez*

Leslie Fernandez  
Legal Assistant  
Encls.





# ALTA OWNER'S POLICY OF TITLE INSURANCE WITH FLORIDA MODIFICATIONS

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
  - a. a defect in the Title caused by:
    - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
    - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
    - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
    - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
    - vii. a defective judicial or administrative proceeding; or
    - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
  - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.

Countersigned by:

Authorized Countersignature

Real Property Title Group, LLC  
Company Name

5901 SW 74 ST  
Suite 400  
Miami, FL 33143  
City, State

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit [www.stewart.com](http://www.stewart.com). To make a claim, furnish written notice in accordance with Section 3 of the Conditions.



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
  - a. the occupancy, use, or enjoyment of the Land;
  - b. the character, dimensions, or location of an improvement on the Land;
  - c. the subdivision of the Land; or
  - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
  - a. of the exercise described in an Enforcement Notice; or
  - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
  - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
    - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
    - ii. voidable transfer under the Uniform Voidable Transactions Act; or
  - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
    - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
    - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

#### **DEFENSE OF COVERED CLAIMS**

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

#### **EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## CONDITIONS

### 1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
  - i. that is wholly owned by the Insured;
  - ii. that wholly owns the Insured; or
  - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  - iii. asserts a right to enforce a PACAPSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
  - i.
    - (a). The Insured named in Item 1 of Schedule A;
    - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
    - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
    - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
      - (1). an Affiliate;
      - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
      - (3). a spouse who receives the Title because of a dissolution of marriage;
      - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
      - (5). another Insured named in Item 1 of Schedule A.
  - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.



- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

## 8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

- i. the Amount of Insurance; or
- ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
  - i. the Amount of Insurance will be increased by 15%; and
  - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

#### **9. LIMITATION OF LIABILITY**

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
  - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
  - ii. cures the lack of a right of access to and from the Land; or
  - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, nonappealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

#### **10. REDUCTION OR TERMINATION OF INSURANCE**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

#### **13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT**

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

#### **14. POLICY ENTIRE CONTRACT**

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
  - i. modify any prior endorsement,
  - ii. extend the Date of Policy,
  - iii. insure against loss or damage exceeding the Amount of Insurance, or
  - iv. increase the Amount of Insurance.





**15. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

**16. CHOICE OF LAW AND CHOICE OF FORUM**

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

**17. NOTICES**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Stewart Title Guaranty Company; Attention: Claims Department, P. O. Box 2029, Houston, Texas 77252-2029.

**18. ARBITRATION**

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

**AMERICAN LAND TITLE ASSOCIATION  
OWNER'S POLICY  
(With Florida Modifications)**

*ISSUED BY STEWART TITLE GUARANTY COMPANY*

**Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:**

**Issuing Office File Number:**  
23-0198

**Issuing Office's ALTA Registry ID:**  
None

**Issuing Agent:**  
None

**Property Address:**  
938 Johnson Street, Hollywood, FL 33019

**Issuing Office:**  
Real Property Title Group, LLC  
Suite 400  
5901 SW 74 Street  
South Miami, FL 33143

**SCHEDULE A**

Name and Address of Title Insurance Company: Stewart Title Guaranty Company  
3402 W. Cypress Street,  
Tampa, Florida 33607

Policy Number: O-2341-000005236

Amount of Insurance: \$400,000.00

Date of Policy: October 30, 2023 @ 11:54 AM

1. The Insured is: Oleg Volkov, as Trustee, under The Positano 405 Beach 2023 Revocable Land Trust dated May 24, 2023
2. The estate or interest in the Land insured by this policy is: Fee Simple as shown by instrument recorded as Official Records Instrument Number 119198756 of the Public Records of Broward County, Florida.
3. Title is vested in: Oleg Volkov, as Trustee, under The Positano 405 Beach 2023 Revocable Land Trust dated May 24, 2023
4. The Land is described as follows:  
Lot 26, Block 68, of HOLLYWOOD LAKES SECTION, according to the plat thereof as recorded in Plat Book 1, Page 32, Public Records of Broward County, Florida.

**Stewart Title Guaranty Company**

3402 W. Cypress Street, Tampa, Florida 33607

\_\_\_\_\_  
AUTHORIZED SIGNATORY

**Alfredo D. Xiques**



**AMERICAN LAND TITLE ASSOCIATION**  
**OWNER'S POLICY**  
*(With Florida Modifications)*

*ISSUED BY STEWART TITLE GUARANTY COMPANY*

Policy Number: O-2341-000005236

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. General or special taxes and assessments required to be paid in the year 2024 and subsequent years.
2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
3. General or special taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
4. All matters shown on the plat recorded in Plat Book 1, Page 32, of the Public Records of Broward County, Florida.
5. Covenants, conditions, easements and restrictions recorded in Official Records Book 31189, Page 1346, of the Public Records of Broward County, Florida, together with all amendments thereto, which may provide for association dues, fees and/or assessments, prior approval of sale, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal, and any special assessments which may come due but omitting any such covenant based on race, color, religion, sex, familial status, national origin, handicap, sexual orientation, marital status, ancestry, source of income, disability, medical condition, or other unlawful basis.
6. Covenants, conditions, easements and restrictions recorded in Official Records Book 46053, Page 228, of the Public Records of Broward County, Florida, together with all amendments thereto, which may provide for association dues, fees and/or assessments, prior approval of sale, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal, and any special assessments which may come due but omitting any such covenant based on race, color, religion, sex, familial status, national origin, handicap, sexual orientation, marital status, ancestry, source of income, disability, medical condition, or other unlawful basis.
7. Resolution recorded in Official Records Book 39544, Page 1283, of the Public Records of Broward County, Florida.
8. Declaration of Unity of Title recorded in Official Records Book 39828, Page 1035, of the Public Records of Broward County, Florida.
9. All matters described in Boundary Survey prepared by Target Surveying Inc., bearing the date of 10/18/2023 containing Job #608717.