

MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST
COMPLAINT FORM



COMPLAINANT (Person bringing complaint):

Name: Harville McGregor
Address: 15860 NE 9th Ave City: North Miami Beach Zip Code 33162
Contact No.'s: *Specify Home, Work &/or Cell* 786-991-8516
E-mail: princemcgregor@yahoo.com

RESPONDENT (Person against whom complaint is made):

Name: Anthony F. De Fillipo
Address: 17011 NE 19th Ave City North Miami Beach Zip Code 33162
Contact No(s): *Specify Work &/or Cell* 305-582-0867
Title/Office Held or Sought: Mayor of the city of North Miami Beach

ALLEGATION refers to: Person in County Gov't. Person in municipal Gov't. (Specify city) North Miami Beach
AND
 Elections Ethical Campaign Ordinance (Refer to Instructions) County's Citizens' Bill of Rights
 Employee Protection Ordinance (Whistleblower retaliation) (Refer to Instructions) County/Municipal Ethics Code
 Other (Specify) _____

Note: The Ethics Commission does not have jurisdiction over Florida Statutes, State or Federal officials, Judges, or the Miami- Dade County School Board.

STATEMENT OF FACTS BASED ON PERSONAL KNOWLEDEGE: In a separate attachment, please describe in detail the facts and actions that form the basis of your complaint, including dates when the action(s) occurred. Also, attach any relevant documents as well as names and contact information of witnesses or other persons who may have knowledge about the actions. If known, indicate the section of the ordinance you believe is being violated. Please refer to the Instructions attached to this Complaint Form for further assistance.

OATH:

I, Harville McGregor, do swear or affirm that the facts set forth in the foregoing complaint & attachments are true and correct to the best my knowledge.

Harville McGregor
Signature of Complainant /Affiant

STATE OF FLORIDA
COUNTY OF Miami Dade

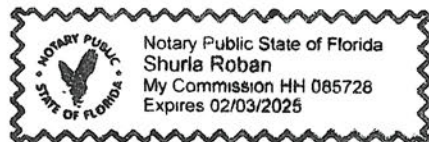
Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization this 17th day of December, 2022
By Harville Mc Gregor

Name of Complainant/Affiant
Personally known to me or produced identification

Shurla Roban
Signature of Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

DDR Mc
m262-333-93-214-0



Allegation

Respondent violated the Miami-Dade County and North Miami Beach City Citizen's Bill of Rights section titled "Truth in Government".

Truth in Government. No County or municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

Respondent is lying to the public and city of North Miami Beach officials by not declaring his true place of residence after having moved to a new home (in another municipality).

Respondent continues to sign false sworn oaths or affirmation stating that he is a resident of North Miami Beach when he is not.

Facts to Support Allegation

- Respondent is the elected mayor of the city of North Miami Beach. He is a municipal officer who falls under the jurisdiction of the Miami-Dade County Ethics Code.
- Respondent sold his home of 14 years located at 1458 NE 177th Street, North Miami Beach, FL 33162 located in Miami-Dade County on December 27, 2021 according to the attached Warranty Deed.
- Respondent purchased another home located at 1985 E Sierra Ranch Drive, Davie, FL 33324 located in Broward County on July 11, 2022 according to the attached Special Warranty Deed.
- This new home is a new construction that is fully built out according to the attached aerial map from the Broward County Property Appraiser's Office. Please note that the aerial map indicates it was taken between January 14 to January 29, 2022.

- The Respondent has public two Notice of Commencement to build a fence (dated September 29, 2022) and a pool (dated November 10, 2022) according to the attached two Broward County Notice of Commencement (NOC).

- Based on personal knowledge, the Respondent is living in the new home.

- Based on personal knowledge, the Respondent voted in both the 2022 primary and general election.

- Based on personal knowledge, the Respondent voted in person at the City of North Miami Public Library, 835 NE 132nd St, North Miami, FL 33161 during Early Voting on Sunday, October 23, 2022 to vote in the general election.

- Based on personal knowledge, the Respondent signed a false affirmation as required under Section 104.011(1), Florida Statutes, when he signed Voter's Certificate and Affirmation through the signature pad of an electronic voter identification device (EVID) affirming that he was a qualified elector, in order to cast a ballot in both the 2022 primary and general election.

Witnesses or other persons who may have knowledge about these allegations

Speak with contractors who installed the Respondent's fence (Sergio Samada or Samada Fence Inc 954-559-4355) and the contractors who are currently installing a pool at the Respondent's home (Essig Pools 305-949-0000).

Prepared by:
Alexander J. Faria, Esq.
ASPURU CARABALLO FARIA P.A.
135 San Lorenzo Avenue, Suite 760
Coral Gables, FL 33146
File No 2021-69

Parcel Identification No : 07-2208-007-0510

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

This indenture made the 27 day of December, 2021 between Anthony F. DeFillipo and Maria DeFillipo, husband and wife, whose post office address is 16850 Collins Avenue, #112-422, Sunny Isles Beach, FL 33160, of the County of Miami-Dade, State of Florida, Grantors, to Yisroel Samowitz and Ahuva Samowitz, husband and wife, whose post office address is 1458 NE 177 Street, North Miami Beach, FL 33162, of the County of Miami-Dade, State of Florida, Grantees:

Witnesseth, that said Grantors, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantors in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantees, and Grantees' heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade, Florida, to-wit:

Lot 7, Block 223, FULFORD BY THE SEA SECTION P, according to plat thereof as recorded in Plat Book 25, Page 2, of the Public Records of Miami-Dade County, Florida.

AKA 1458 Northeast 177th Street, North Miami Beach, FL 33162

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2022 and subsequent years, not yet due and payable; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantors hereby covenant with the Grantees that the Grantors are lawfully seized of said land in fee simple, that Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

In Witness Whereof, Grantors have hereunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS
PRINT NAME: ARMANDO M DIAZ PARDO

Anthony F. DeFillipo
Anthony F. DeFillipo

WITNESS
PRINT NAME: Delvin Duardo

Maria DeFillipo
Maria DeFillipo

WITNESS
PRINT NAME: Delvin Duardo

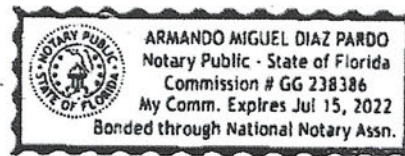
WITNESS
PRINT NAME: ARMANDO M DIAZ PARDO

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27 day of December, 2021, by Anthony F. DeFillipo and Maria DeFillipo.

Armando Miguel Diaz Pardo
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known: _____ OR Produced Identification: X
Type of Identification FL DL
Produced: _____



This Instrument Prepared
under the supervision of:
Catherine P. Mueller, Esq
Lennar Title, Inc.
5505 Blue Lagoon Drive, Suite 501
Miami, FL 33126

Return to (via enclosed envelope)
Lennar Title, Inc.
5505 Blue Lagoon Drive, Suite 501
Miami, FL 33126

111601-003895

Property Appraiser's Folio No.:
504118-17-0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 11th day of July, 2022, by and between Lennar Homes, LLC, a Florida limited liability company ("Grantor") having a mailing address of 730 NW 107 Avenue, 3rd Floor, Miami, FL 33172, and Anthony Frances Kenneth Defillipo II and Maria Carrera Defillipo, husband and wife ("Grantee") whose mailing address is 1985 E Sierra Ranch Drive, Davie, FL 33324.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described real property (the "Property") located and situated in the County of Broward, State of Florida, to wit:

THAT PORTION OF PARCEL "A", SIERRA ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, AT PAGE 150, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A" THENCE NORTH 88°33'01" EAST, ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 1083.16 FEET; THENCE SOUTH 01°26'59" EAST, A DISTANCE OF 715.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°26'59" EAST, A DISTANCE OF 125.10 FEET; THENCE SOUTH 88°33'10" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 01°26'59" WEST, A DISTANCE OF 125.10 FEET; THENCE NORTH 88°33'01" EAST, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

A/K/A LOT 57, "SIERRA RANCHES"

The Property is conveyed subject to the following:

- A. Conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property but this provision shall not operate to reimpose the same.
- B. Real estate, ad valorem and non ad valorem taxes and all assessments by any community development, recreation, water control, water conservation, watershed improvement or special taxing districts (including, without limitation, the obligation to pay maintenance assessments and capital assessments) affecting the Property, for this and subsequent years not yet due and payable.
- C. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and run with the land, including, without limitation, Sections D, E, F, and G.
- D. The requirements of Chapter 558 of the Florida Statutes (2016) as it may be renumbered and/or amended from time to time.
- E. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement for the sale and conveyance of the Property, the Property, the community in which the Property is located, or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located; or (4) issues of formation, validity or enforceability of this Section. Grantee has accepted this Deed on behalf of his or her children and other

occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

(1) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(2) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

(3) The waiver or invalidity of any portion of this Section E shall not affect the validity or enforceability of the remaining portions of Section E of the Deed. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(4) To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(5) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(6) Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

(7) Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(a) Notwithstanding the requirements of arbitration stated in Section E(2) of this Deed, Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(b) Any mediator and associated administrative fees incurred shall be shared equally by Grantor and Grantee; however, Grantor and Grantee each agree to pay for their own attorneys' fees and costs.

(c) The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Rules of the AAA or other applicable rules.

(8) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

(9) GRANTOR AND GRANTEE AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS GRANTOR FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION E(3) ABOVE.

(10) THESE COVENANTS AND RESTRICTIONS ("DEED RESTRICTIONS") REQUIRING ARBITRATION AND RESOLUTION OF DISPUTES ARE INCORPORATED INTO THE DEED TO GRANTEE AND ARE MADE COVENANTS RUNNING WITH THE LAND IN PERPETUITY, BINDING UPON ALL SUBSEQUENT GRANTEES, PURCHASERS, SUCCESSORS AND ASSIGNS.

F. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section E of this Deed, then the Grantor and Grantee agree to the following provisions: GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.

G. All provisions of that certain Declaration for Sierra Ranches recorded in Official Records Instrument No. 117005136, of the Public Records of Broward County, Florida, as amended from time to time, which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions and which are incorporated by reference in their entirety into this Deed.

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

[Signature page follows]

Grantee, by acceptance of this Deed, automatically agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in this Deed and in the documents identified above, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of any declarations or other covenants and restrictions applicable to the Property. The term Grantee used in this Deed shall include Grantee's heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

Print Name: Laima Perez

Print Name: Dailey's Ponce

Lennar Homes, LLC, a Florida limited liability company

BY: Greg McPherson
Vice President



(SEAL)

State of Florida

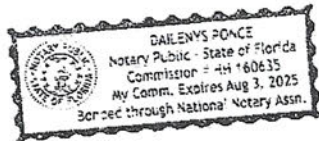
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of July, 2012 by Greg McPherson, the Vice President of Lennar Homes, LLC, a Limited Liability Company, under the laws of Florida, on behalf of the Limited Liability Company, who is personally known to me to be the persons therein.

Dailey's Ponce
Notary Public, State of Florida

Dailey's Ponce
Print Name

My commission expires:
Seal



Property Id: 504118170570

**Please see map disclaimer



November 15, 2022

Permit # _____ Folio # 504118/70570

NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

this space reserved for recorder

1. Legal Description of Property: Lot 57 Block _____ Unit # _____ Bldg # _____ Lengthy legal attached
 Subdivision / Condominium: Sierra Ranches
 Street Address if available: 1985 E Sierra Ranch Dr Doris FL 33324
2. General description of Improvement: Aluminum fence
3. a. Owner name and address: Anthony DeFillipo 1985 E Sierra Ranch Dr
 b. Interest in property: owner
 c. Name and address of fee simple titleholder (if other than Owner): _____
4. a. Contractor name and address: Samada Fence Inc 110 W 31 St
 b. Contractor's phone number: 954-559-4355 Miraleah, FL 33018
5. a. Surety name and address: _____
 b. Surety's phone number: _____
 c. Amount of bond: \$ _____
6. a. Lender name and address: _____
 b. Lender's phone number: _____
7. a. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:
 Name: _____
 Address: _____
 b. Phone number: _____
8. a. In addition to himself or herself, the Owner designates _____
 to receive a copy of Lienor's Notice per Section 713.13(1)(b), Florida
 b. Phone number of person or entity designated by owner _____
9. Expiration date of notice of commencement: _____
(the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature(s) of Owner(s) or Owner(s) Authorized Officer/Director/Partner/Manager
 By [Signature] By _____
 Print Name Anthony DeFillipo Print Name _____
 Title/Office owner Title/Office _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of September, 2020
 By Anthony DeFillipo
 Individually, or as owner for _____
 Personally known, or produced the following type of identification: DL

Signature of Notary Public: [Signature]
 Print Name: _____
 (SEAL)



Nery Avila
 Comm.: HH 284856
 Expires: July 17, 2026
 Notary Public - State of Florida

VERIFICATION PURSUANT TO SECTION 92.525, FLORIDA STATUTES

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief.

Signature(s) of Owner(s) or Owner(s) Authorized Officer/Director/Partner/Manager who signed above:
 By [Signature] By _____

PERMIT NUMBER:

NOTICE OF COMMENCEMENT

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement.

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO.: 504118170570
SUBDIVISION SIERRA RANCHES BLOCK _____ TRACT _____ LOT 57 BLDG _____ UNIT _____
1985 E SIERRA RANCH DR DAVIE, FL 33324

2. GENERAL DESCRIPTION OF IMPROVEMENT: NEW SWIMMING POOL, DECK, HEATER & SPA

3. OWNER INFORMATION: a. Name ANTHONY FRANCES K II DEFILLIPO

b. Address 1985 E SIERRA RANCH DR DAVIE, FL 33324 c. Interest in property OWNER

d. Name and address of fee simple titleholder (if other than Owner)

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER: Garden City EP LLC DBA Essiq Pools
10111 Business Drive, Miramar, FL, 33025 305-949-0000

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER:

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER:

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER:

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified): _____, 20____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

[Handwritten Signature]

Signature of Owner or Owner's Authorized Officer/Director/Partner/Manager

ANTHONY FRANCES K II DEFILLIPO/HOMEOWNER
Print Name and Provide Signatory's Title/Office

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 26 day of JULY, 2022

By ANTHONY FRANCES K II DEFILLIPO, as OWNER
(name of person) (type of authority, ...e.g. officer, trustee, attorney in fact)

For _____
(name of party on behalf of whom instrument was executed)

Personally known or produced the following type of identification: DL D141-006-71-447-0

Notary

[Handwritten Signature]
(Signature of Notary Public)

