

**IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN
AND FOR MIAMI-DADE COUNTY,
FLORIDA**

CASE NO.: 07-43672 CA 09

STATE OF FLORIDA, OFFICE OF
FINANCIAL REGULATION,

Plaintiff,

v.

BERMAN MORTGAGE CORPORATION,
a Florida corporation, M.A.M.C.
INCORPORATED, a Florida corporation,
DANA J. BERMAN, as Owner and
Managing Member,

Defendant,

and

DB ATLANTA, LLC, a Florida limited
liability company, et al.,

Relief Defendants.

**AMENDED MOTION FOR ENTRY OF AN ORDER AUTHORIZING
THE SALE OF (I) PARKING SPACES; (II) BOAT DOCKS;
AND UNIT 201W, OWNED BY OCEANSIDE ACQUISITIONS, LLC**

Michael I. Goldberg, the receiver (the "Receiver") for Defendants Berman Mortgage Corporation ("BMC"), M.A.M.C. Incorporated ("MAMC"), and Relief Defendants DB Atlanta, LLC, *et al.*, hereby files this Amended¹ Motion for Entry of an Order Authorizing the Sale of (I) Parking Spaces; (II) Boat Docks; and (III) Unit 201W, Owned by Oceanside Acquisitions, LLC (the "Motion"). In support of the Motion, the Receiver states as follows:

1. On December 11, 2007, the Florida Office of Financial Regulation ("OFR") filed a Complaint for Temporary and Permanent Injunction and Appointment of Receiver.

¹ The original motion only referenced the sale of the parking spaces.

2. The OFR alleged that BMC had brokered the funding of at least \$192 million in mortgage loans from approximately 700 private investors (the "Lenders") by offering fractional interests in short-term acquisition and/or construction mortgage loans. MAMC serviced the loans pursuant to servicing agreements entered into between the individual Lenders and MAMC.

3. On December 11, 2007, this Court (the "Receivership Court") appointed Michael Goldberg as the receiver over the assets (the "Receivership Estate") of BMC, MAMC and the Relief Defendants (collectively, the "Receivership Defendants").

4. The Gulf Island Beach and Tennis Club ("Gulf Island Club") is a residential condominium community located at the water's edge in Hudson, Florida. Three mid-rise buildings were constructed in 1985. Land set aside for a fourth building on the far west corner of the community remains undeveloped (the "Vacant Land").

5. In or about 1992, the Federal Deposit Insurance Corporation ("FDIC") took control over the Gulf Island Club. Gulf Island Resort, L.P. ("GIR LP") purchased the unsold condominium units, the Vacant Land, dock slips and parking spaces from the FDIC in February of 1993, as evidenced by that certain Quitclaim Deed recorded in the Official Records of Pasco County, Florida.

6. By Warranty Deed, dated October 19, 2001, GIR LP transferred ownership of the Vacant Land and condominium units located in Building One at the Gulf Island Club ("Building One Units") to Gulf of Mexico Enterprises, Inc. ("Gulf Enterprises"). GIR LP maintained ownership of other condominium units.

7. As more fully described in prior motions, GIR LP, and its principal, Eisi Markovitz, borrowed the sum of \$877,500 from BMC. The loan was funded by sixteen of the Lenders and payment was secured by fourteen units (the Gulf Island Units"). Moreover, Dana

Berman and Keith Novak, two of the principals of BMC, formed Oceanside Acquisitions, LLC ("Oceanside") for the purpose of purchasing certain of the Building One Units (the "Oceanside Units") from Gulf Enterprises. The purchase of the Oceanside Units were funded by loans from certain of the Lenders, and payment to the Lenders was secured by the Oceanside Units. The loans were serviced by MAMC and were in default at the commencement of this case (the "Receivership Case").

8. Additionally, Oceanside purchased Unit 201W for the purpose of securing dock spaces and parking spaces at the Gulf Island Club. The legal description for Unit 201W is:

Unit 201W, of Gulf Island Beach and Tennis Club II, a Condominium, according to the Declaration of Condominium filed thereof, as recorded in Official Records Book 3300, at Page 208, of the Public Records of Pasco County, Florida. The Pasco Property Assessor's Identification Number is 32-24-16-0380-00000-201W.

9. Oceanside is one of the original Relief Defendants. Certain of the Oceanside Units and Gulf Island Units were sold early in the Receivership Case. The remaining Oceanside Units, with the exception of Unit 201W, were sold after the Receivership Court entered an Order approving the Receiver's settlement with the Gulf Island Beach and Tennis Club Condominium Association, Inc. (the "Association"), dated December 9, 2013. On April 6, 2015, the Receivership Court approved a settlement between the Receiver and Fidelity National Title Company, whereby the Receiver assigned the Receivership Estate's interest in the remaining Gulf Island Units to Fidelity National Title Company.

10. Oceanside still holds an ownership interest in Unit 201W, boat dock nos. 2, 3, 8, 10, 11, 13 and 33 and parking space nos. 14, 49, 50, 69, 71 and 72.

11. Michele Nacinovich, a Gulf Island resident, has offered to purchase the parking spaces for the sum of \$45,500. Michele Nacinovich is an independent third party, who has no interest in the Receivership Case, nor a relationship with any of the Lenders or Receivership

Defendants. A proposed Bill of Sale and Assignment of Parking Spaces is attached hereto as Composite Exhibit 1.

12. As of the date of filing this motion, the Receiver does not have a purchaser or purchasers for the boat docks or Unit 201W. However, the Receiver seeks to sell the boat docks and Unit 201W to an independent third party or third parties, without further Order of the Receivership Court.

13. Good cause exists to allow the Receiver to sell Unit 201W and the boat docks without further order of the Receivership Court. The Receivership Court has previously authorized the Receiver to sell other units at the Gulf Island Club without notice and hearing for each specific unit. The Oceanside Lender Committee, whose members are the Lenders who funded the loans described herein, review all offers to purchase Oceanside property. They will ensure that the sale of Unit 201W and the boat docks provide the maximum possible return for the Lenders' investment. Also, Unit 201W and the boat docks are unencumbered, so there are no other parties who have an interest in Unit 201W and the boat docks.

14. By virtue of the Order Appointing Receiver, the Receiver has standing to enter into agreements and take such action as he deems advisable or proper for the marshaling, maintenance or preservation of the Receivership Assets. *See* Order Appointing Receiver at ¶ 17.

15. The Receiver has consulted with the Oceanside Lender Committee whose members have advised the Receiver that they approve his entering into the attached Bill of Sale and marketing the boat docks and Unit 201W for sale.

16. Notice of this Motion shall be provided by posting a copy (and the Notice of Hearing) on the Receivership website and sending a copy to the Oceanside Lenders via e-mail.

WHEREFORE, Michael I. Goldberg, in his capacity as Receiver, respectfully request this Court enter an Order authorizing the relief requested herein and such further relief as is just and proper.

Respectfully submitted,

AKERMAN LLP
Counsel for the Receiver
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Phone: (954) 463-2700/Fax: (954) 463-2224
Email: joan.levit@akerman.com

By: /s/ Joan M. Levit
Joan M. Levit, Esquire
Florida Bar No. 987530

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this May 7, 2015, a true and correct copy of the forgoing was furnished via e-mail and U.S. Mail to the parties on the attached Service List. A copy of the Motion will also be sent to the Lenders who have an interest in this property by e-mail and posted on the receivership website.

By: /s/ Joan M. Levit
Joan M. Levit, Esquire

SERVICE LIST

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EXHIBIT 1

BILL OF SALE

STATE OF FLORIDA

COUNTY OF PASCO

I, Oceanside Acquisitions, LLC, (Seller), whose address is c/o Michael I. Goldberg, Receiver, Akerman Senterfitt, 350 E. Las Olas Blvd., #1600, Fort Lauderdale, FL 33301, in consideration of the payment of the sum of Forty Five Thousand Five Hundred Dollars (\$45,500.00), receipt of which is hereby acknowledged, do hereby sell, convey and transfer to Michele Nacinovich, (Buyer), whose address is 5915 Sea Ranch Drive, Unit 206W, Hudson, Florida 34667 and to his successors and assigns, the following:

- 1. Parking space #14
- 2. Parking space #49
- 3. Parking space #50
- 4. Parking space #69
- 5. Parking space #71
- 6. Parking space #72

Refer to the Assignment of Parking Spaces provided by Seller for additional details.

Seller warrants that he is the lawful owner in every respect of all of the described property.

This Bill of Sale shall be effective as to the transfer of all property listed herein as of this ____ day of

____, 2015.
Charles Gade
WITNESS: HA Gade CRPA

Kimberly Shinder
WITNESS: Kimberly Shinder

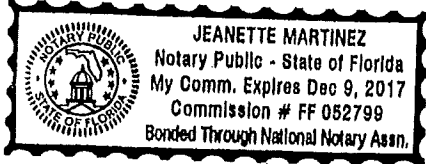
Michele Nacinovich, Assignee

Michael I. Goldberg, Receiver for Oceanside Acquisitions, LLC, Assignor

SUBJECT TO COURT APPROVAL

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 29 day of April, 2015, by Michael Goldberg as Receiver (type of authority, e.g., officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed). He/she is: personally known to me; or produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or produced the following identification: _____



Jeanette Martinez
NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

ASSIGNMENT OF PARKING SPACE

THIS ASSIGNMENT is effective as of the 29 ^{APRIL} day of March 2015 by Oceanside Acquisitions, LLC, a Florida limited liability company, (the "Assignor") to Michele Nacinovich, 5915 Sea Ranch Drive, Unit 206W, Hudson, Florida 34667 (the "Assignee").

RECITALS

Assignor, is the owner of six (6) parking spaces held under **Unit 201W** (the "Parking Spaces"), lying and being situated in the City of Hudson, Pasco County, Florida, and being more particularly described on **Exhibit A** attached hereto.

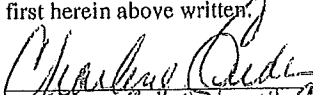
Pursuant to the Declaration of Condominium for Gulf Island Beach & Tennis Club II, A Condominium, the Assignor hereby assigns the Parking Spaces to Assignee.

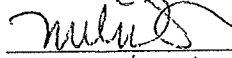
The Parking Spaces are a Limited Common Element appurtenant to the referenced Unit, to be utilized in accordance with the Declaration of Condominium.

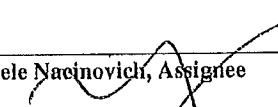
The Location of the Parking Spaces is shown on Exhibit "B" attached hereto.

NOW THEREFORE, in consideration of the amount paid (as reflected on the Bill of Sale) and other good and valuable consideration paid by each party to the others, Assignor hereby assigns to Assignee, all right, title and interest of Assignor in and to the Interest. Assignor makes no warranty or representation regarding such assignment, other than the warranty and representation that Assignor has made no previous such assignment of Interest. Assignee accepts the assignment of Parking Spaces under: **Michele Nacinovich, 5915 Sea Ranch Drive, Unit 206W, Hudson, Florida 34667 (the "Assignee")**.

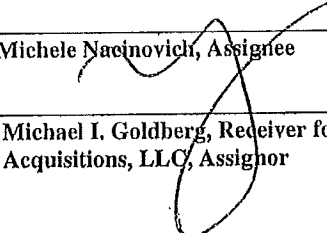
IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment under seal the day and year first herein above written.


WITNESS: Charles C. Cude


WITNESS: Kimberly Shinder



Michele Nacinovich, Assignee



Michael I. Goldberg, Receiver for Oceanside Acquisitions, LLC, Assignor

SUBJECT TO COURT APPROVAL

ASSIGNMENT OF PARKING SPACE

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 29 day of April, 2015, by Michael Goldberg, as _____ (type of authority; e.g., officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

He/she is: personally known to me; or produced a driver's license issued by the Department of Highway Safety and Motor Vehicles as identification; or produced the following identification: _____

Jeanette Martinez

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)



EXHIBIT A

1. Parking space #14
2. Parking space #49
3. Parking space #50
4. Parking space #69
5. Parking space #71
6. Parking space #72

EXHIBIT B

3-5-15

All of Oceanside's
Parking spaces
marked with the initials
C.F.

