

ATTORNEYS' TITLE FUND SERVICES, LLC

Broward

1201 West Cypress Creek Road, Suite 200

Fort Lauderdale, FL 33309

(800)929-5791

(800)683-1943

Carol Frances Keys, P.L.L.C.
12700 Biscayne Boulevard
North Miami, FL 33181

Date: August 29, 2017
Fund File Number: 492946
County: Broward
Reference: STABINSKI E&O 1451-B

Dear Customer:

Pursuant to your request, we have searched the public records of Broward County, Florida, from April 29, 1929 at 11:00 PM to August 21, 2017 at 11:00 PM to ascertain the following:

Chain of Title from April 26, 1929 through August 22, 2017

From said search we report those entries as set forth on the following page(s). Copies of instruments, if any, have been attached for your review.

This search does not cover matters other than those recorded in the Official Records Book of the county and does not assure the legality or validity of the referenced instruments.

This search is prepared and furnished to provide only the above information. It is not an opinion of title and may not be used as a title base for the issuance of a title insurance commitment and/or policy, nor should it be used for the preparation of foreclosure proceedings or other litigation. Maximum liability for incorrect information is \$1000.

Attorneys' Title Fund Services, LLC

Prepared by: Linda Ayres,
Phone Number: (800) 929-5791 x6268
Email Address: LAyres@TheFund.com

Fund Miscellaneous Search

Fund File Number:492946

1. Chain of Title and/or Conveyances:
2. Deed Book 217, Page 119 TOI: Quit Claim Deed
3. Deed Book 217, Page 121 TOI: Warranty Deed
4. Deed Book 290, Page 422 TOI: Special Master Deed
5. Deed Book 304, Page 320 TOI: Warranty Deed
6. Deed Book 360, Page 46 TOI: Release of Reverter
7. Deed Book 360, Page 51 TOI: Warranty Deed
8. Deed Book 639, Page 284 TOI: Warranty Deed
9. O.R. Book 120, Page 497 TOI: Warranty Deed
10. O.R. Book 134, Page 33 TOI: Warranty Deed
11. O.R. Book 126, Page 237 TOI: Warranty Deed
12. O.R. Book 202, Page 115 TOI: Warranty Deed
13. O.R. Book 383, Page 473 TOI: Agreement
14. O.R. Book 383, Page 477 TOI: Warranty Deed
15. O.R. Book 383, Page 545 TOI: Agreement
16. O.R. Book 383, Page 555 TOI: Agreement
17. O.R. Book 2451, Page 959 TOI: Warranty Deed
18. O.R. Book 8670, Page 617 TOI: Personal Representative's Deed
19. O.R. Book 8750, Page 500 TOI: Warranty Deed
20. O.R. Book 17386, Page 46 TOI: Warranty Deed
21. O.R. Book 18377, Page 457 TOI: Quit Claim Deed
22. O.R. Book 18377, Page 458 TOI: Quit Claim Deed
23. O.R. Book 18437, Page 6 TOI: Quit Claim Deed
24. O.R. Book 18494, Page 147 TOI: Warranty Deed
25. O.R. Book 18509, Page 477 TOI: Warranty Deed
26. O.R. Book 18616, Page 640 TOI: Warranty Deed
27. O.R. Book 19732, Page 892 TOI: Warranty Deed

Fund Miscellaneous Search

Fund File Number:492946

- 28. O.R. Book 24565, Page 725 TOI: Warranty Deed
- 29. O.R. Book 50958, Page 1021 TOI: Warranty Deed
- 30. Instrument Number 113301604 TOI: Quit Claim Deed
- 31. Instrument Number 113301605 TOI: Quit Claim Deed
- 32. Instrument Number 114250179 TOI: Quit Claim Deed

Easements, Restrictions and Other Matters affecting the lands described herein:

- 33. Plat Book 9, Page 36 TOI: Plat of ATLANTIC SHORES NORTH BEACH SECTION
- 34. O.R. Book 7489, Page 390 TOI: Ordinance No. 0-72-39
- 36. O.R. Book 18437, Page 43 TOI: Declaration of Condominium-CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC.
- 35. O.R. Book 32599, Page 1510 TOI: Easement
- 36. O.R. Book 43730, Page 1895 TOI: Resolution No. 06-H-107a
- 37. FOR INFORMATION ONLY: Taxes for the year 2016, have been paid under receipt number LBX-16-00058683, on November 21, 2016, for Folio Number 514224-CB-0010, the gross amount being \$3,454.45. Unit A
- 38. FOR INFORMATION ONLY: Taxes for the year 2016, have been paid under receipt number LBX-16-00074227, on November 23, 2016, for Folio Number 514224-CB-0020, the gross amount being \$5,030.50. Unit B
- 39. FOR INFORMATION ONLY: Taxes for the year 2016, have been paid under receipt number LBX-16-00074302, on November 23, 2016, for Folio Number 514224-CB-0030, the gross amount being \$6,285.19. Unit C
- 40. FOR INFORMATION ONLY: Taxes for the year 2016, have been paid under receipt number LBX-16-00074219, on November 23, 2016, for Folio Number 514224-CB-0040, the gross amount being \$3,661.51. Unit D
- 41. FOR INFORMATION ONLY: Taxes for the year 2016, have been paid under receipt number LBX-16-00048152, on November 18, 2016, for Folio Number 514224-CB-0050, the gross amount being \$3,400.76. Unit E
- 42. FOR INFORMATION ONLY: Taxes for the year 2016, have been paid under receipt number LBX-16-00074235, on November 23, 2016, for Folio Number 514224-CB-0060, the gross amount being \$3,512.82. Unit F
- 43. FOR INFORMATION ONLY: Taxes for the year 2016, have been paid under receipt number LBX-16-00074231, on November 23, 2016, for Folio Number 514224-CB-0070, the gross amount being \$5,971.52. Unit G

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Broward

1201 West Cypress Creek Road, Suite 200

Fort Lauderdale, FL 33309

(800)929-5791

(800) 783-1943

Issuer: Attorneys' Title Fund Services, LLC

Recipient: The Salazar Law Firm, P.A.

The Salazar Law Firm, P.A.
888 S. Andrews Avenue
Ft Lauderdale, FL 33316

Date: June 24, 2020
Fund File Number: 899837
County: Broward
Reference: Stabinski E & O 1451-B

Dear Customer:

Pursuant to your request, we have searched the public records of Broward County, Florida, from August 21, 2017 at 11:00PM to June 22, 2020 at 11:00 PM to ascertain the following:

Updated Search.

From said search we report those entries as set forth on the following page(s). Copies of instruments, if any, have been attached for your review.

This search does not cover matters other than those recorded in the Official Records Book of the county and does not assure the legality or validity of the referenced instruments.

This search is prepared and furnished to provide only the above information. It is not an opinion of title and may not be used as a title base for the issuance of a title insurance commitment and/or policy, nor should it be used for the preparation of foreclosure proceedings or other litigation.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Attorneys' Title Fund Services, LLC

Prepared by: Kevin Trainor, Senior Examiner, Team Lead

Phone Number: (800) 929-5791 x6215

Email Address: ktrainor@thefund.com

FUND MISCELLANEOUS PROPERTY INFORMATION REPORT

*Fund File Number:*899837

1. Nothing Found
2. FOR INFORMATION ONLY: Taxes for the year 2019, have been paid under receipt number LBX-19-00072331, on November 22, 2019, for Folio Number 514224-CB-0010, the gross amount being \$3,991.88. Unit A
3. FOR INFORMATION ONLY: Taxes for the year 2019, have been paid under receipt number LBX-19-00048210, on November 18, 2019, for Folio Number 514224-CB-0020, the gross amount being \$5,463.45. Unit B
4. FOR INFORMATION ONLY: Taxes for the year 2019, have been paid under receipt number LBX-19-00048240, on November 18, 2019, for Folio Number 514224-CB-0030, the gross amount being \$6,812.42. Unit C
5. FOR INFORMATION ONLY: Taxes for the year 2019, have been paid under receipt number LBX-19-00048186, on November 18, 2019, for Folio Number 514224-CB-0040, the gross amount being \$3,991.88. Unit D
6. FOR INFORMATION ONLY: Taxes for the year 2019, have been paid under receipt number LBX-19-00073682, on November 26, 2019, for Folio Number 514224-CB-0050, the gross amount being \$3,930.67. Unit E
7. FOR INFORMATION ONLY: Taxes for the year 2019, have been paid under receipt number LBX-19-00048168, on November 18, 2019, for Folio Number 514224-CB-0060, the gross amount being \$3,838.62. Unit F
8. FOR INFORMATION ONLY: Taxes for the year 2019, have been paid under receipt number LBX-19-00048122, on November 18, 2019, for Folio Number 514224-CB-0070, the gross amount being \$6,475.09. Unit G

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(800)683-1943

Carol Frances Keys, P.L.L.C.
12700 Biscayne Boulevard
North Miami, FL 33181

Date: August 29, 2017
Fund File Number: 492932
County: Broward
Reference: STABINSKI E&O 1401

Dear Customer:

Pursuant to your request, we have searched the public records of Broward County, Florida, from April 26, 1929 at 11:00 PM to August 22, 2017 at 11:00 PM to ascertain the following:

Chain of title from April 26, 1929 through August 22, 2017

From said search we report those entries as set forth on the following page(s). Copies of instruments, if any, have been attached for your review.

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Attorneys' Title Fund Services, LLC

Prepared by: Linda Ayres, Examiner
Phone Number: (800) 929-5791 x6268
Email Address: LAyres@TheFund.com

Fund Miscellaneous Search

Fund File Number:492932

1. Chain of Title and/or Conveyances:

Lot 3 ONLY

2. Deed Book 435, Page 541 TOI: Warranty Deed
3. Clerk's File Number 1946 - 389441 TOI: Warranty Deed
4. Deed Book 568, Page 326 TOI: Warranty Deed
5. Deed Book 639, Page 154 TOI: Warranty Deed
6. O.R. Book 52, Page 234 TOI: Warranty Deed
7. O.R. Book 75, Page 259 TOI: Warranty Deed
8. O.R. Book 202, Page 115 TOI: Warranty Deed

Lot 4 ONLY

9. Clerk's File Number 1940 - 206170 TOI: Warranty Deed
10. Deed Book 370, Page 449 TOI: Warranty Deed
11. Clerk's File Number 1940 - 212792 TOI: Warranty Deed
12. Deed Book 393, Page 300 TOI: Quit Claim Deed
13. Clerk's File Number 1942 - 229526 TOI: Warranty Deed
14. O.R. Book 321, Page 473 TOI: Warranty Deed
15. Deed Book 403, Page 203 TOI: Fee Simple Deed
16. Deed Book 404, Page 153 TOI: Quit Claim Deed
17. Deed Book 419, Page 227 TOI: Warranty Deed
18. O.R. Book 108, Page 179 TOI: Warranty Deed

Lots 3 and 4

19. O.R. Book 383, Page 545 TOI: Agreement
20. O.R. Book 383, Page 555 TOI: Agreement
21. Deed Book 358, Page 198 TOI: Special Master's Deed
22. O.R. Book 1002, Page 161 TOI: Warranty Deed
23. O.R. Book 1006, Page 80 TOI: Warranty Deed
24. O.R. Book 2451, Page 959 TOI: Warranty Deed

Fund Miscellaneous Search

Fund File Number:492932

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|--------------------------------------|-------------------------------------|
| 25. O.R. Book <u>8750, Page 500</u> | TOI: Warranty Deed |
| 26. O.R. Book <u>8670, Page 617</u> | TOI: Personal Representative's Deed |
| 27. O.R. Book <u>8772, Page 4</u> | TOI: Order of Partial Distribution |
| 28. O.R. Book <u>17386, Page 46</u> | TOI: Warranty Deed |
| 29. O.R. Book <u>18377, Page 457</u> | TOI: Quit Claim Deed |
| 30. O.R. Book <u>18437, Page 6</u> | TOI: Quit Claim Deed |

Easements, Restrictions and Other Matters affecting the lands described herein

- | | |
|---|--|
| 31. Plat Book <u>9, Page 36</u> | TOI: Plat of ATLANTIC SHORES NORTH BEACH SECTION |
| 32. O.R. Book <u>1469, Page 473</u> | TOI: Resolution |
| 33. O.R. Book <u>7489, Page 390</u> | TOI: Ordinance No. 0-72-39 |
| 34. O.R. Book <u>32599, Page 1510</u> | TOI: Easement |
| 35. O.R. Book <u>43442, Page 1496</u> | TOI: Resolution No.06-H-107 |
| 36. O.R. Book <u>43730, Page 1895</u> | TOI: Resolution No. 06-H-107a |
| 37. FOR INFORMATION ONLY: Taxes for the year 2016, have been paid under receipt number LBX-16-00074223, on November 23, 2016, for Folio Number 514224-02-0110, the gross amount being \$5,410.06. | |

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Issuer: Attorneys' Title Fund Services, LLC

Recipient: The Salazar Law Firm, P.A.

The Salazar Law Firm, P.A.
888 S. Andrews Avenue
Ft Lauderdale, FL 33316

Date: June 24, 2020
Fund File Number: 899847
County: Broward
Reference: Stabinski E & O 1401

Dear Customer:

Pursuant to your request, we have searched the public records of Broward County, Florida, from August 22, 2017 at 11:00PM to June 22, 2020 at 11:00 PM to ascertain the following:

Updated Search

From said search we report those entries as set forth on the following page(s). Copies of instruments, if any, have been attached for your review.

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Attorneys' Title Fund Services, LLC

Prepared by: Kevin Trainor, Senior Examiner, Team Lead

Phone Number: (800) 929-5791 x6215

Email Address: ktrainor@thefund.com

FUND MISCELLANEOUS PROPERTY INFORMATION REPORT

*Fund File Number:*899847

1. Instrument Number 114765796 TOI: Warranty Deed DOF: December 8, 2017 First Party: Luis Stabinski and Bell Stabinski, his wife Second Party: Luis Stabinski, as Trustee of the Luis Stabinski Trust dated April 4, 2017 and Bell Stabinski, as Trustee of the Bell Stabinski Trust dated April 4, 2017
2. Instrument Number 115273987 TOI: Resolution No. 17-V-49 DOF: August 20, 2018 First Party: City of Hollywood Second Party: Property at 1401 S. Surf Road

CITY OF HOLLYWOOD
PLANNING AND DEVELOPMENT BOARD
RESOLUTION NO. 17-V-49

A RESOLUTION OF THE CITY OF HOLLYWOOD
PLANNING AND DEVELOPMENT BOARD CONSIDERING
A VARIANCE TO WAIVE 11 FEET OF THE REQUIRED 25
FEET FRONT YARD SETBACK FOR THE CONSTRUCTION
OF A GARAGE ON THE PROPERTY LOCATED AT 1401 S.
SURF ROAD, HOLLYWOOD, FLORIDA PURSUANT TO
PROVISIONS OF THE CITY OF HOLLYWOOD ZONING
AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the Zoning and Land Development Regulations provide that an application for a Variance may be filed; and

WHEREAS, Luis & Bell Stabinski and the trustees for the Luis & Bell Stabinski Trust, as applicants'/owners for the property located at 1401 S. Surf Road, Hollywood, Florida, as more specifically described in the attached Exhibit "A", applied for a Variance as set forth herein; and

WHEREAS, the Planning Manager and Planning Administrator ("Staff"), following an analysis of the application and its associated documents have determined that the proposed request for a Variance for the waiver of 11 feet of the required 25 feet front yard setback does meet the criteria set forth in Section 5.3 F.1. a. through d. of the Zoning and Land Development Regulations, criteria e. is not applicable, and have therefore recommended that the Variance be approved with the condition that the driveway area within the 14 foot setback shall be used for parallel parking only as more specifically depicted on the Site Plan attached as Exhibit "B", and shall not be used for head-in/back-out parking; and

WHEREAS, on July 12, 2018, the Planning and Development Board met and held an advertised public hearing to consider the Variance request; and

WHEREAS, the Board reviewed the application for the Variance with Staff's condition and determined that the Variance request does meet the criteria set forth in Section 5.3.F.1. of the Zoning and Land Development Regulation and made the following findings:

- a) That the requested Variance does maintain the basic intent and purpose of the subject regulations, particularly as they affect the stability and appearance of the City;
- b) That the requested Variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community;

- c) That the requested Variance is consistent with and in furtherance of the Goals, Objectives and Policies of the adopted Comprehensive Plan, as amended from time to time, the applicable Neighborhood Plan and all other similar plans adopted by the City;
- d) That the need for the requested Variance is not economically based or self-imposed; and
- e) Since the Board finds that criteria a. through d. have been met, then criteria e. is not applicable.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND DEVELOPMENT BOARD OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated into this Resolution.

Section 2: That, following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, and all submitted written and oral testimony received during the public hearing, and the consideration of the criteria listed herein for approving/denying the requested Variance for the property located at 1401 S. Surf Road, to waive 11 feet of the required 25 feet front yard setback for a 14 foot front yard setback, the Board finds that the necessary criteria have been met, and the requested Variance is hereby **approved with the following condition: that the driveway area within the 14 foot setback shall be used for parallel parking only, as specifically depicted on the Site Plan attached as Exhibit "B", and shall not be used for head-in/back-out parking.**

Section 3: That the Variance shall become null and void unless the Applicant has applied for all applicable building or other permits(s) or license(s) within 24 months of the Board's approval. Said 24 months shall commence upon passage and adoption of this Resolution.

RESOLUTION No 17-V-49 FOR CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD FOR A FRONT YARD SETBACK VARIANCE TO CONSTRUCT A GARAGE ON THE PROPERTY LOCATED AT 1401 S. SURF ROAD.

Section 4: That the Planning Division is hereby directed to forward a copy of this Resolution to the applicant/owner of the property upon which the request was made and a copy shall be recorded in the Public Records of Broward County, as provided by the applicable provisions of Article 5 in the Zoning and Land Development Regulations.

PASSED AND ADOPTED THIS 12TH DAY OF JULY, 2018.

RENDERED this 31 day of July, 2018.

ATTEST:


DIANA PITTARELLI, Secretary


JOHN PASSALACQUA, Chair

APPROVED AS TO FORM & LEGAL SUFFICIENCY for the use reliance of the Planning and Development Board of the City of Hollywood, Florida, only.

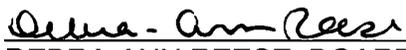
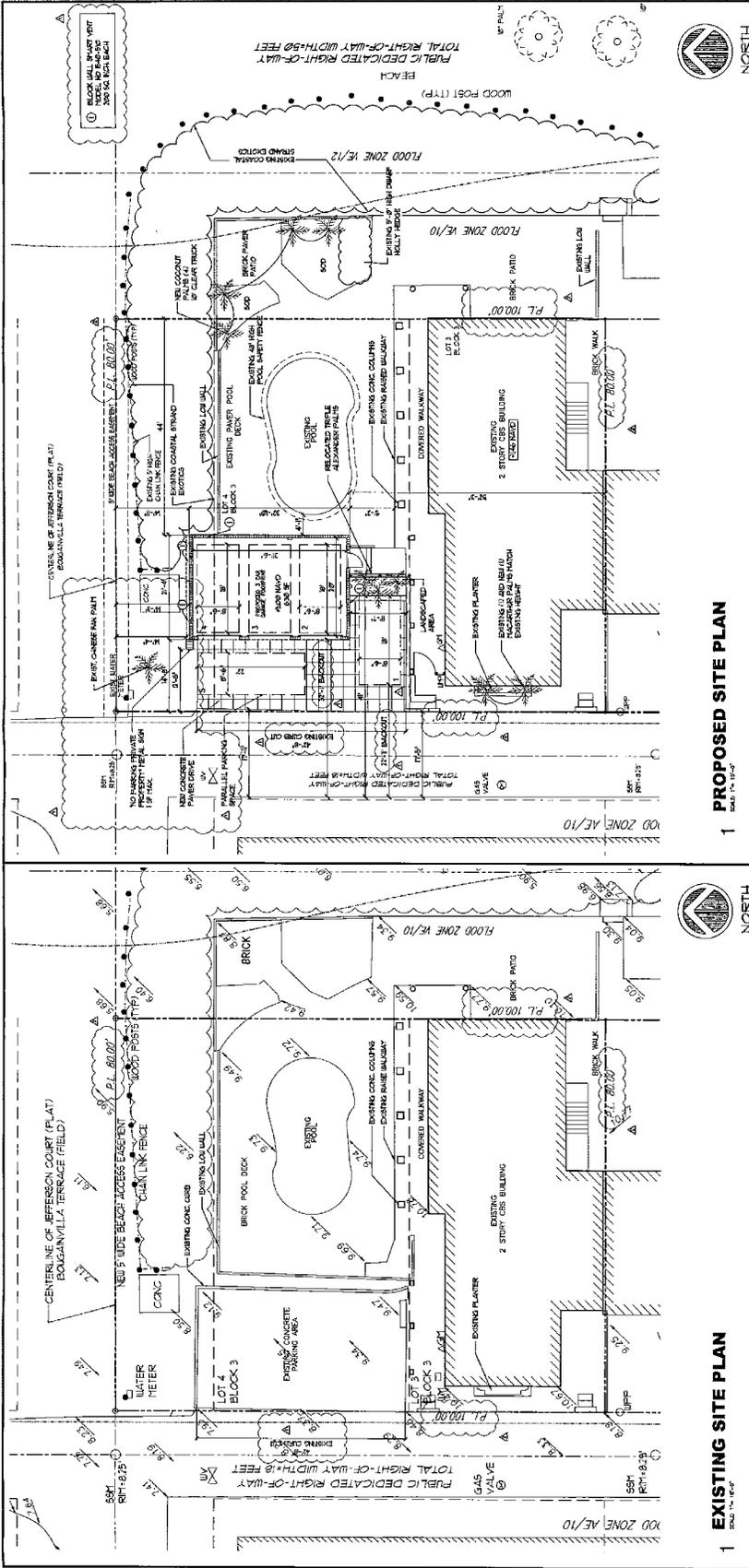

DEBRA-ANN REESE, BOARD COUNSEL

EXHIBIT "A"
Legal Description

LOTS 3 AND 4, BLOCK 3, OF "ATLANTIC SHORES NORTH BEACH SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, AT PAGE 36, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. TOGETHER WITH : THE SOUTH 1/2 OF JEFFERSON COURT, AS SHOWN ON SAID PLAT LYING NORTH OF AND ADJACENT TO SAID LOT 4 AND BOUNDED ON THE EAST BY THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 4 TO THE INTERSECTION OF THE CENTERLINE OF SAID JEFFERSON COURT AND BOUNDED ON THE WEST BY THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 4 TO THE INTERSECTION OF THE CENTERLINE OF SAID JEFFERSON COURT.

EXHIBIT "B"
SITE PLAN



Kaller

JOSEPH B. KALLER
ASSOCIATES PA
400 MARKET ST.
PHILADELPHIA, PA 19106
TEL: 215-561-1100 FAX: 215-561-1101
WWW.KALLERASSOCIATES.COM

PROJECT TITLE
GARAGE ADDITION TO
STARINSKI RESIDENCE
1401 S SUNF ROAD
HOLLYWOOD FL 33019

PROJECT NO.
2023-00000000

DATE
7/11/17

DESIGNED BY
JK

CHECKED BY
JK

PROJECT NO.
0359

DATE
7/11/17

DESIGNED BY
JK

CHECKED BY
JK

REVISIONS

NO.	DATE	DESCRIPTION
1	7/11/17	ISSUING SET
2	7/11/17	ISSUING SET

DATE
7/11/17

DESIGNED BY
JK

CHECKED BY
JK

PROJECT NO.
0359

DATE
7/11/17

DESIGNED BY
JK

CHECKED BY
JK

1 PROPOSED SITE PLAN
SCALE: 1" = 10'-0"

1 EXISTING SITE PLAN
SCALE: 1" = 10'-0"

ALL SWANAGE TO COMPLY WITH THE REQUIREMENTS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT CODE BASED ON THE RPT-15-000 ZONING DISTRICT.

REMARKS:
THE NATIONAL FLOOD INSURANCE PROGRAM IS IN THE PROCESS OF ISSUING NEW FLOOD RISK BASE FLOOD ELEVATION SHOULD BE CHECKED TO INSURE IT IS STILL COMPLIANT.

NOTE:
SITE LIGHTING LEVELS SHALL NOT EXCEED 0.25 FC AT THE PROPERTY LINE ADJACENT TO THE ADJACENT PROPERTY. LIGHTS SHALL BE SHIELDED TO PREVENT LIGHT POLLUTION TO ADJACENT PROPERTY AND TO THE NIGHT SKY.

ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW.

UNIT OF TITLE IS A KEY ACCEPTABLE TO THE CITY OF HOLLYWOOD CITY ATTORNEY'S OFFICE SHALL BE SUBMITTED TO THE CITY OF HOLLYWOOD CITY BUILDING PERMITS AND RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY BY THE CITY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. A CERTIFICATE OF OCCUPANCY.

NOTE:
ENCLOSED AREAS THAT ARE LIMITED TO BUILDING ACCESS SHALL BE EXCLUDED BY UNIT LANT BREAKAWAY.

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NOTE:
ENCLOSED AREAS THAT ARE LIMITED TO BUILDING ACCESS SHALL BE EXCLUDED BY UNIT LANT BREAKAWAY.

PROPERTY ADDRESS
1401 S SUNF ROAD
HOLLYWOOD, FL 33019

STATE OF FLORIDA
COUNTY OF DADE
CITY OF HOLLYWOOD

1-2 ZONING DISTRICT
RPT-15-000 ZONING DISTRICT

3-4 ZONING DISTRICT
RPT-15-000 ZONING DISTRICT

5-6 ZONING DISTRICT
RPT-15-000 ZONING DISTRICT

7-8 ZONING DISTRICT
RPT-15-000 ZONING DISTRICT

9-10 ZONING DISTRICT
RPT-15-000 ZONING DISTRICT

11-12 ZONING DISTRICT
RPT-15-000 ZONING DISTRICT

13-14 ZONING DISTRICT
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15-16 ZONING DISTRICT
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39-40 ZONING DISTRICT
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43-44 ZONING DISTRICT
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45-46 ZONING DISTRICT
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47-48 ZONING DISTRICT
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61-62 ZONING DISTRICT
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79-80 ZONING DISTRICT
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93-94 ZONING DISTRICT
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95-96 ZONING DISTRICT
RPT-15-000 ZONING DISTRICT

97-98 ZONING DISTRICT
RPT-15-000 ZONING DISTRICT

99-100 ZONING DISTRICT
RPT-15-000 ZONING DISTRICT

SHEET
SP-1
1 OF 1

2019 Delinquent Real Estate Taxes can now be paid online, by mail, or at the tax office Delinquent taxes can only be paid in full either online by credit card only (no debit cards or e-checks), at the tax office by cashiers' check or money order (drop-off only as the office remains closed), or by mail by cashiers' check or money order. For information about payment by wire transfer, contact us at revenue@broward.org.

2020 FIRST INSTALLMENT TAX BILLS have been mailed and are now available and payable online.

BUSINESS TAX RENEWAL NOTICES WILL BE MAILED BY JULY 1, 2020: Renewal balances can be paid online by most businesses unless Certificates or Licenses are required.

Search your account by the Business Tax Receipt Number. A green "Pay Receipt" link will display if you qualify to pay online. After the payment is completed and confirmed, you can print your Tax Receipt by clicking on the link "**Print Your Business Tax Receipt**". You can contact us at businesstax@broward.org.

Real Estate Account At 1451 S SURF RD

Real Estate Account #514224-CB-0010  Parcel details  Latest bill  View/Print full bill history

2019	2018	2017	2016	...	2004
PAID	PAID	PAID	PAID		PAID

Real Estate 2019 Annual Bill

 Print this bill (PDF)

Broward County Records, Taxes & Treasury Div.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
 514224-CB-0010	719127	—	0513

PAID 2019-11-22

\$3,832.20

Effective 2019-11-21

Receipt #LBX-

19-00072331

Print Receipt 

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Owner

NICK,FABIO & AMALIA
3403 NE 166 ST
NORTH MIAMI BEACH, FL 33160-3845

Situs address

1451 S SURF RD

Legal description

CASA LA PLAYA CONDO UNIT A

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	173,070	0	173,070	\$949.77
VOTED DEBT	0.18120	173,070	0	173,070	\$31.36
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	173,070	0	173,070	\$888.71
CAPITAL OUTLAY	1.50000	173,070	0	173,070	\$259.61
VOTER APPROVED DEBT LEVY	0.10430	173,070	0	173,070	\$18.05
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	173,070	0	173,070	\$6.87
OKEECHOBEE BASIN	0.12460	173,070	0	173,070	\$21.56
SFWMD DISTRICT	0.11520	173,070	0	173,070	\$19.94
SOUTH BROWARD HOSPITAL	0.12600	173,070	0	173,070	\$21.81
CHILDREN'S SVCS COUNCIL OF BC	0.48820	173,070	0	173,070	\$84.49
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	173,070	0	173,070	\$1,292.23
DEBT SERVICE	0.45610	173,070	0	173,070	\$78.94
FL INLAND NAVIGATION	0.03200	173,070	0	173,070	\$5.54
Total	21.25660				\$3,678.88

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
HLWD FIRE RESCUE ASSESSMENT		\$285.00
HLWD FIRE INSPECTION		\$28.00
Total		\$313.00

Combined taxes and assessments: \$3,991.88

If paid by: Nov 30, 2019
Please pay: \$0.00

PAID 2019-11-22

\$3,832.20

Effective 2019-11-21

Receipt #LBX-

19-00072331

Print Receipt 



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Real Estate Account At 1451 S SURF RD

Real Estate Account #514224-CB-0020 Parcel details Latest bill View/Print full bill history

2019	2018	2017	2016	...	2004
PAID	PAID	PAID	PAID		PAID

Real Estate 2019 Annual Bill

Print this bill (PDF)

Broward County Records, Taxes & Treasury Div.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
514224-CB-0020	719128	—	0513

PAID 2019-11-18

\$5,244.91

Receipt #WWW-

19-00048210

Print Receipt 

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Owner

STAB PROPERTIES OF BROWARD LLC
1401 S SURF RD
HOLLYWOOD, FL 33019

Situs address

1451 S SURF RD

Legal description

CASA LA PLAYA CONDO UNIT B

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	242,300	0	242,300	\$1,329.69
VOTED DEBT	0.18120	242,300	0	242,300	\$43.90
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	242,300	0	242,300	\$1,244.21
CAPITAL OUTLAY	1.50000	242,300	0	242,300	\$363.45
VOTER APPROVED DEBT LEVY	0.10430	242,300	0	242,300	\$25.27
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	242,300	0	242,300	\$9.62
OKEECHOBEE BASIN	0.12460	242,300	0	242,300	\$30.19
SFWM DISTRICT	0.11520	242,300	0	242,300	\$27.91
SOUTH BROWARD HOSPITAL	0.12600	242,300	0	242,300	\$30.53
CHILDREN'S SVCS COUNCIL OF BC	0.48820	242,300	0	242,300	\$118.29
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	242,300	0	242,300	\$1,809.13
DEBT SERVICE	0.45610	242,300	0	242,300	\$110.51
FL INLAND NAVIGATION	0.03200	242,300	0	242,300	\$7.75
Total	21.25660				\$5,150.45

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
HLWD FIRE RESCUE ASSESSMENT		\$285.00
HLWD FIRE INSPECTION		\$28.00
Total		\$313.00

Combined taxes and assessments: \$5,463.45

If paid by: Nov 30, 2019
Please pay: \$0.00

PAID 2019-11-18

\$5,244.91

Receipt

#WWW-19-

00048210

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Real Estate Account At 1451 S SURF RD

Real Estate Account #514224-CB-0030 Parcel details Latest bill View/Print full bill history

2019	2018	2017	2016	...	2004
PAID	PAID	PAID	PAID		PAID

Real Estate 2019 Annual Bill

Print this bill (PDF)

Broward County Records, Taxes & Treasury Div.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
514224-CB-0030	719129	—	0513

PAID 2019-11-18

\$6,539.92

Receipt #WWW-

19-00048240

Print Receipt 

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Owner

STAB PROPERTIES OF BROWARD LLC
1401 S SURF ROAD #C
HOLLYWOOD, FL 33019

Situs address

1451 S SURF RD

Legal description

CASA LA PLAYA CONDO UNIT C

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	305,760	0	305,760	\$1,677.95
VOTED DEBT	0.18120	305,760	0	305,760	\$55.40
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	305,760	0	305,760	\$1,570.08
CAPITAL OUTLAY	1.50000	305,760	0	305,760	\$458.64
VOTER APPROVED DEBT LEVY	0.10430	305,760	0	305,760	\$31.89
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	305,760	0	305,760	\$12.14
OKEECHOBEE BASIN	0.12460	305,760	0	305,760	\$38.10
SFWM DISTRICT	0.11520	305,760	0	305,760	\$35.22
SOUTH BROWARD HOSPITAL	0.12600	305,760	0	305,760	\$38.53
CHILDREN'S SVCS COUNCIL OF BC	0.48820	305,760	0	305,760	\$149.27
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	305,760	0	305,760	\$2,282.96
DEBT SERVICE	0.45610	305,760	0	305,760	\$139.46
FL INLAND NAVIGATION	0.03200	305,760	0	305,760	\$9.78
Total	21.25660				\$6,499.42

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
HLWD FIRE RESCUE ASSESSMENT		\$285.00
HLWD FIRE INSPECTION		\$28.00
Total		\$313.00

Combined taxes and assessments: \$6,812.42

If paid by: Nov 30, 2019
Please pay: \$0.00

PAID 2019-11-18

\$6,539.92

Receipt

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00048240

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Real Estate Account At 1451 S SURF RD

Real Estate Account #514224-CB-0040  [Parcel details](#)  [Latest bill](#)  [View/Print full bill history](#)

2019	2018	2017	2016	...	2004
PAID	PAID	PAID	PAID		PAID

Real Estate 2019 Annual Bill

 [Print this bill \(PDF\)](#)

Broward County Records, Taxes & Treasury Div.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
 514224-CB-0040	719130	—	0513

PAID 2019-11-18

\$3,832.20

Receipt #WWW-

19-00048186

Print Receipt 

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Owner

STAB PROPERTIES OF BROWARD LLC
1401 S SURF RD
HOLLYWOOD, FL 33019

Situs address

1451 S SURF RD

Legal description

CASA LA PLAYA CONDO UNIT D

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	173,070	0	173,070	\$949.77
VOTED DEBT	0.18120	173,070	0	173,070	\$31.36
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	173,070	0	173,070	\$888.71
CAPITAL OUTLAY	1.50000	173,070	0	173,070	\$259.61
VOTER APPROVED DEBT LEVY	0.10430	173,070	0	173,070	\$18.05
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	173,070	0	173,070	\$6.87
OKEECHOBEE BASIN	0.12460	173,070	0	173,070	\$21.56
SFWM DISTRICT	0.11520	173,070	0	173,070	\$19.94
SOUTH BROWARD HOSPITAL	0.12600	173,070	0	173,070	\$21.81
CHILDREN'S SVCS COUNCIL OF BC	0.48820	173,070	0	173,070	\$84.49
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	173,070	0	173,070	\$1,292.23
DEBT SERVICE	0.45610	173,070	0	173,070	\$78.94
FL INLAND NAVIGATION	0.03200	173,070	0	173,070	\$5.54
Total	21.25660				\$3,678.88

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
HLWD FIRE RESCUE ASSESSMENT		\$285.00
HLWD FIRE INSPECTION		\$28.00
Total		\$313.00

Combined taxes and assessments: \$3,991.88

If paid by: Nov 30, 2019
Please pay: \$0.00

PAID 2019-11-18

\$3,832.20

Receipt

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00048186

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Real Estate Account At 1451 S SURF RD

Real Estate Account #514224-CB-0050 Parcel details Latest bill View/Print full bill history

2019	2018	2017	2016	...	2004
PAID	PAID	PAID	PAID		PAID

Real Estate 2019 Annual Bill

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Broward County Records, Taxes & Treasury Div.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
514224-CB-0050	719131	—	0513

PAID 2019-11-26

\$3,773.44

Receipt #WWW-

19-00073682

Print Receipt 

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Owner

STAB PROPERTIES OF BROWARD LLC
STABINSKI, TODD
757 NW 27 AVE FL 3
MIAMI, FL 33125-3012

Situs address

1451 S SURF RD

Legal description

CASA LA PLAYA CONDO UNIT E

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	170,190	0	170,190	\$933.97
VOTED DEBT	0.18120	170,190	0	170,190	\$30.84
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	170,190	0	170,190	\$873.93
CAPITAL OUTLAY	1.50000	170,190	0	170,190	\$255.28
VOTER APPROVED DEBT LEVY	0.10430	170,190	0	170,190	\$17.75
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	170,190	0	170,190	\$6.76
OKEECHOBEE BASIN	0.12460	170,190	0	170,190	\$21.21
SFWMD DISTRICT	0.11520	170,190	0	170,190	\$19.61
SOUTH BROWARD HOSPITAL	0.12600	170,190	0	170,190	\$21.44
CHILDREN'S SVCS COUNCIL OF BC	0.48820	170,190	0	170,190	\$83.09
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	170,190	0	170,190	\$1,270.72
DEBT SERVICE	0.45610	170,190	0	170,190	\$77.62
FL INLAND NAVIGATION	0.03200	170,190	0	170,190	\$5.45
Total	21.25660				\$3,617.67

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
HLWD FIRE RESCUE ASSESSMENT		\$285.00
HLWD FIRE INSPECTION		\$28.00
Total		\$313.00

Combined taxes and assessments: \$3,930.67

If paid by: Nov 30, 2019
Please pay: \$0.00

PAID 2019-11-26

\$3,773.44

Receipt

#WWW-19-

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Real Estate Account At 1451 S SURF RD

Real Estate Account #514224-CB-0060  Parcel details  Latest bill  View/Print full bill history

2019	2018	2017	2016	...	2004
PAID	PAID	PAID	PAID		PAID

Real Estate 2019 Annual Bill

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Broward County Records, Taxes & Treasury Div.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
 514224-CB-0060	719132	—	0513

PAID 2019-11-18

\$3,685.08

Receipt #WWW-

19-00048168

Print Receipt 

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Owner

STAB PROPERTIES OF BROWARD LLC
1401 S SURF RD
HOLLYWOOD, FL 33019

Situs address

1451 S SURF RD

Legal description

CASA LA PLAYA CONDO UNIT F

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	165,860	0	165,860	\$910.21
VOTED DEBT	0.18120	165,860	0	165,860	\$30.05
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	165,860	0	165,860	\$851.69
CAPITAL OUTLAY	1.50000	165,860	0	165,860	\$248.79
VOTER APPROVED DEBT LEVY	0.10430	165,860	0	165,860	\$17.30
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	165,860	0	165,860	\$6.58
OKEECHOBEE BASIN	0.12460	165,860	0	165,860	\$20.67
SFWM DISTRICT	0.11520	165,860	0	165,860	\$19.11
SOUTH BROWARD HOSPITAL	0.12600	165,860	0	165,860	\$20.90
CHILDREN'S SVCS COUNCIL OF BC	0.48820	165,860	0	165,860	\$80.97
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	165,860	0	165,860	\$1,238.39
DEBT SERVICE	0.45610	165,860	0	165,860	\$75.65
FL INLAND NAVIGATION	0.03200	165,860	0	165,860	\$5.31
Total	21.25660				\$3,525.62

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
HLWD FIRE RESCUE ASSESSMENT		\$285.00
HLWD FIRE INSPECTION		\$28.00
Total		\$313.00

Combined taxes and assessments: \$3,838.62

If paid by: Nov 30, 2019
Please pay: \$0.00

PAID 2019-11-18

\$3,685.08

Receipt

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00048168

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Real Estate Account At 1451 S SURF RD

Real Estate Account #514224-CB-0070 Parcel details Latest bill View/Print full bill history

2019	2018	2017	2016	...	2004
PAID	PAID	PAID	PAID		PAID

Real Estate 2019 Annual Bill

Print this bill (PDF)

Broward County Records, Taxes & Treasury Div.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
514224-CB-0070	719133	—	0513

PAID 2019-11-18

\$6,216.09

Receipt #WWW-

19-00048122

Print Receipt 

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Owner

STAB PROPERTIES OF BROWARD LLC
1401 S SURF RD
HOLLYWOOD, FL 33019

Situs address

1451 S SURF RD

Legal description

CASA LA PLAYA CONDO UNIT G

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	289,890	0	289,890	\$1,590.86
VOTED DEBT	0.18120	289,890	0	289,890	\$52.53
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	289,890	0	289,890	\$1,488.58
CAPITAL OUTLAY	1.50000	289,890	0	289,890	\$434.84
VOTER APPROVED DEBT LEVY	0.10430	289,890	0	289,890	\$30.24
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	289,890	0	289,890	\$11.51
OKEECHOBEE BASIN	0.12460	289,890	0	289,890	\$36.12
SFWM DISTRICT	0.11520	289,890	0	289,890	\$33.40
SOUTH BROWARD HOSPITAL	0.12600	289,890	0	289,890	\$36.53
CHILDREN'S SVCS COUNCIL OF BC	0.48820	289,890	0	289,890	\$141.52
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	289,890	0	289,890	\$2,164.46
DEBT SERVICE	0.45610	289,890	0	289,890	\$132.22
FL INLAND NAVIGATION	0.03200	289,890	0	289,890	\$9.28
Total	21.25660				\$6,162.09

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
HLWD FIRE RESCUE ASSESSMENT		\$285.00
HLWD FIRE INSPECTION		\$28.00
Total		\$313.00

Combined taxes and assessments: \$6,475.09

If paid by: Nov 30, 2019
Please pay: \$0.00

PAID 2019-11-18

\$6,216.09

Receipt

#WWW-19-

00048122

Print Receipt 



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This Instrument Prepared By:
Steven Z. Garellek, Esq.
Steinberg Garellek
200 E. Palmetto Park Rd, Ste 103
Boca Raton, Florida 33432

Parcel ID Number: **5142 24 02 0110**
For documentary stamp tax purposes,
The consideration is \$ 0.

Warranty Deed

This Warranty Deed, made this 9th day of November, 2017, between LUIS STABINSKI and BELL STABINSKI, his wife, whose mailing address is 1401 S. Surf Road, Hollywood, FL 33019 ("**Grantor**"), and LUIS STABINSKI, as Trustee of the LUIS STABINSKI TRUST dated April 4, 2017, and BELL STABINSKI, as Trustee of the BELL STABINSKI TRUST dated April 4, 2017, each as to an undivided one-half interest, as tenants in common, whose mailing address is 1401 S. Surf Road, Hollywood, FL 33019 ("**Grantee**").

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the Grantor, for and in consideration of the sum of \$10.00, and/or other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in the BROWARD County, Florida to wit:

Lots 3 and 4, Block 3 of ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof, as recorded in Plat Book 9, at Page 36, of the Public Records of Broward County, Florida.

Subject to easements, restrictions, reservations, and limitations of record, if any; all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities; restrictions and matters appearing on the Plat or otherwise common to the subdivision; and taxes and assessments for the year 2017 and subsequent years.

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

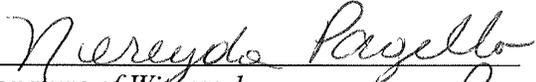
The preparer of this instrument was neither furnished with, nor requested to review an abstract on the described property and therefore expresses no opinion of title.

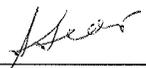
To have and to hold the same in fee simple forever. And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomever, and

that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

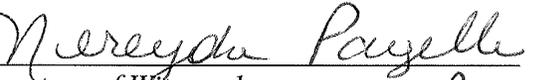
In Witness Whereof, Grantor has signed and sealed these presents the day and year first above written.

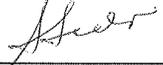
Signed, sealed and delivered in our presence:


 Signature of Witness 1 _____ L.S.
 Printed Name: Nereyda Pagella  **LUIS STABINSKI**


 Signature of Witness 2 _____
 Printed Name: LAURA Ledo

Signed, sealed and delivered in our presence:


 Signature of Witness 1 _____ L.S.
 Printed Name: Nereyda Pagella  **BELL STABINSKI**

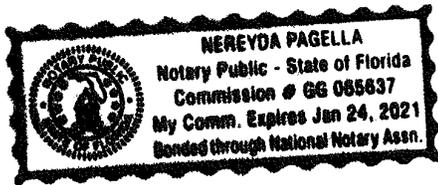

 Signature of Witness 2 _____
 Printed Name: LAURA Ledo.

NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 9th day of NOV., 2017 by **LUIS STABINSKI**, who is personally known to me or produced _____ as identification.

[Notary Seal]



Nereyda Pagella
Notary Public - State of Florida

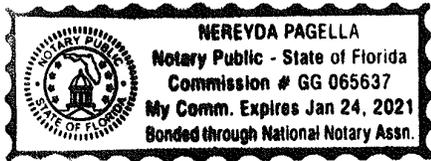
NEREYDA PAGELLA
Printed, Stamped or Typed Name of Notary

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 9th day of NOV., 2017 by **BELL STABINSKI**, who is personally known to me or produced _____ as identification.

[Notary Seal]



Nereyda Pagella
Notary Public - State of Florida

NEREYDA PAGELLA
Printed, Stamped or Typed Name of Notary

My Commission Expires: _____

043232

A G R E E M E N T

THIS AGREEMENT made and entered into in the City of Miami Beach, Dade County, Florida, this 28th day of October, 1954, by and between JACOB KATZMAN, hereinafter referred to as the "LENDER", and SIBOCO, INC., of 2024 Monroe Street, Hollywood, Florida, a Florida corporation, hereinafter referred to as the "BORROWER". These terms shall include their heirs, legal representatives, successors and assigns wherever the context so requires or admits.

W I T N E S S E T H:

WHEREAS, the Borrower is the owner in fee simple title of Lots 1, 2 and 3, in Block 3 of ATLANTIC SHORES NORTH BEACH SECTION, according to the Plat thereof, recorded in Plat Book 9, Page 36, of the Public Records of Broward County, Florida, together with the buildings located thereon, as well as the furniture, furnishings, fixtures and equipment located therein, and

WHEREAS, the Borrower represents and warrants that the titles to the above described properties are good and marketable, subject only to a Mortgage in favor of CARL LOEB and RUTH LOEB, his wife, encumbering the property known as Lots 2 and 3, Block 3 of ATLANTIC SHORES NORTH BEACH SECTION, according to the Plat thereof, recorded in Plat Book 9, Page 36, of the Broward County Records, dated April 1, 1954, filed for record under Clerk's File No. 562800 of the Broward County Records, in the original sum of \$25,000.00, which has an unpaid principal balance of \$13,000.00 as of October 1, 1954, together with accrued interest thereon at the rate of 6% per annum from October 1, 1954, and subject only to a first mortgage in favor of Americus V. Panzi and Louis Francesconi, dated April 12, 1954, recorded under Clerk's File No. 134, page 35, of the Broward County Records, in the original sum of \$14,000.00, which has an unpaid principal balance of \$14,000.00 as of October 1, 1954, together with accrued interest thereon at the rate of 5% per annum from October 1, 1954, encumbering the property known as

Lot 1, Block 3 of ATLANTIC SHORES NORTH BEACH SECTION, according to the Plat thereof, recorded in Plat Book 9, Page 35, of the Broward County Records, and

WHEREAS, the Borrower is now in the process of constructing an edifice consisting of *8 rental units*

and 2 on Lot 1/above described, and has paid in full all mechanics, laborers, contractors, materialmen, supply houses and sub-contractors for any labor, work, services or material furnished, that has been performed or may have been furnished to the project now in the process of construction on the property known as Lot 1, above described, to the date hereof, and

WHEREAS, the Borrower is anxious to borrow the sum of TEN THOUSAND DOLLARS (\$10,000.00) from the Lender, to be evidenced by a Promissory Note for TEN THOUSAND DOLLARS (\$10,000.00), bearing interest at the rate of SEVEN PER CENT (7%) per annum, and to be payable at the rate of \$250.00 quarterly, including the payment of interest at the rate of SEVEN PER CENT (7%) per annum on the unpaid balance of said indebtedness, and

WHEREAS, the Lender is willing to lend the said amount to the Borrower under certain terms and conditions.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid each unto the other, the receipt whereof is hereby acknowledged, the parties hereto mutually covenant and agree, as follows:

1. The Lender is about to purchase the Mortgage owned by CARL LOEB and RUTH LOEB, his wife, recorded under Clerk's File No. 562800 of the Broward County Records, and if the said purchase is consummated, the same being a condition precedent to the making of the loan hereinafter set forth, the Lender agrees to lend to the Borrower, and the Borrower agrees to borrow from the Lender the sum of TEN THOUSAND DOLLARS (\$10,000.00), evidenced by a Pro-

missory Note to be executed by the Borrower and personally endorsed by ABRAHAM H. MORAD and CECILIA W. MORAD, his wife, which Promissory Note shall be on a form usually used by banking institutions and insurance companies in the Dade County area, and which Note shall be for the principal amount of TEN THOUSAND DOLLARS (\$10,000.00) and shall bear interest at the rate of SEVEN PER CENT (7%) per annum and shall be amortized, principal and interest, at the rate of \$250.00 quarterly, all payments made shall first be applied to accrued interest and the balance towards the reduction of the principal indebtedness. The Note shall be secured by a Mortgage to be executed by the Borrower in favor of the Lender and shall be on a form usually used by banking institutions and insurance companies in the Dade County area, and in addition to all other provisions therein contained, the Note and Mortgage shall likewise contain the following provisions:

to-wit:

A - The Mortgagor agrees with the Mortgagee, his heirs, legal representatives and assigns, to deliver official receipts, evidencing the payment of taxes, insurance, payments of interest and principal to

Americus V. Fenzi and Louis Francescon, Mortgagee under that certain Mortgage recorded under Clerk's File No. 134, page 41 the Broward County Records, to Herman M. Berk, Esq., Room 242, 420 Lincoln Road, Miami Beach, Florida, or such other place as the Mortgagee may from time to time in writing designate, all of which payments shall be made and the said receipts delivered at least 10 days before the said tax itself would become delinquent, in accordance with the laws then in force governing the payment of such tax or taxes and at least 10 days before the said insurance would have expired in accordance with its terms, and 10 days before a default could be entered by

Americus V. Fenzi and Louis Francescon, under the above described Mortgage. The failure of the Mortgagor to pay the taxes or other charges as enumerated herein and to furnish receipts therefor, not later than 10 days before the said tax or taxes or any item mentioned herein would become delinquent, shall constitute the Mortgagor in default. In case the Mortgagor shall fail, refuse or neglect to make any or either of the payments in and by this paragraph required, then the Mortgagee may, at his option, pay the same and the amount of money so paid, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest on all of such amounts at the rate of TEN PER CENT (10%), shall be repaid by the Mortgagor unto the Mortgagee upon demand of the Mortgagee, and the repayment thereof may be collected or enforced by the Mortgagee in the same manner as though said amount were an installment of the Mortgage indebtedness specifically required by the terms of this Mortgage to be paid by the Mortgagor unto the Mortgagee, upon the day when the Mortgagee demands

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the repayment thereof or reimbursement thereof of and from the Mortgagor; but the election of the Mortgagee to pay said taxes or said payments for insurance, or for the Mortgage in favor of Americus V. Fenzi and

Louis Francescon, shall not waive the default thus committed by the Mortgagor.

B - The Mortgagor shall provide the Mortgagee with an Estoppel Certificate in writing at any time requested by the Mortgagee, which Estoppel Certificate shall set forth the unpaid principal balance of the within Mortgage indebtedness and the last date to which interest was paid. Said Estoppel Certificate shall be furnished within three (3) days after requested by the Mortgagee.

C - The Mortgagor confers upon the Mortgagee the power to receive from Americus V. Fenzi and Louis Francescon, information as to the then status of the first mortgage to which this mortgage is subordinate, with special reference as to whether or not the same is in good standing; also that the Mortgagor will in no way modify, change, alter or extend any of the terms or conditions of this Mortgage in favor of Americus V. Fenzi and Louis Francescon, without first receiving the written consent and permission therefor from the Mortgagee herein, and in breach thereof the same shall constitute a default of the within Mortgage.

D - Upon the commencement of any suit to foreclose this Mortgage, or the Mortgage in favor of Americus V. Fenzi and Louis Francescon, or at any time thereafter and prior to the expiration of the time for redemption from sale of said premises on foreclosure, any court of competent jurisdiction, upon the application of the Mortgagee, his heirs, legal representatives or assigns, or the purchaser at such sale may at once and without notice to the Mortgagor, its successors and assigns, or any person claiming under it, appoint a Receiver for said premises to take possession thereof, to enter upon, operate and lease the same, to collect the rents, issues, income and profits of such premises during the pendency of such foreclosure and until the time to redeem the same from execution sale shall have expired and out of the same to make necessary repairs and keep the premises in proper condition and repair during such period, and to pay all taxes and assessments, accrued or accruing between the commencement of such foreclosure suit and the expiration of the time for redemption, unredeemed tax and assessment sales remaining unpaid, at or prior to the foreclosure suit to pay insurance premiums necessary to keep premises insured in accordance with the terms of this Mortgage, and the expense of such receivership and at the option of the Mortgagee, his heirs, legal representatives or assigns, to have any balance remaining applied on the debt hereby secured.

2. The TEN THOUSAND DOLLARS (\$10,000.00), being the amount of the loan, the parties agree shall be deposited in escrow with HERMAN M. BERK, Attorney-at-Law, 420 Lincoln Road, Miami Beach, Florida, as Escrow Agent, and the said TEN THOUSAND DOLLARS

shall remain in escrow under the following terms and conditions, to-wit:

- a) Until such time as the present building project undertaken by the Borrower for Lots 1 and 2 above described has been fully completed and a certificate of occupancy has been issued and a complete release of lien furnished by any and all contractors, sub-contractors, materialmen, tradespeople or supply houses, directly or indirectly connected with said project, and the same shall be exhibited to the Escrow Agent in order to satisfy the said Escrow Agent that any and all of the foregoing tradespeople, etc., have been paid in full for any work, labor, services or material furnished to the said project in order to prevent anyone to have a superior lien to that of the Lender, excepting the First Mortgage, Americus V. Penzi and Louis Francescon, as above described, and thereupon said Escrow Agent shall deliver unto the Borrower said sum of TEN THOUSAND DOLLARS (\$10,000.00); or
- b) In the event the Borrower desires to use the TEN THOUSAND DOLLARS (\$10,000.00) towards the payment of the final bills for work, labor, services or materials furnished by any contractor, sub-contractor, laborers, materialmen or supply houses, he may do so and call upon the Escrow Agent to apply such portion of the TEN THOUSAND DOLLARS (\$10,000.00) held by the Escrow Agent to satisfy and pay off and discharge the obligations to such contractors, sub-contractors, laborers, materialmen or supply houses, providing, as a condition precedent before the Escrow Agent shall be required to disburse any funds whatsoever, as is specified in this sub-paragraph, that the Borrower furnish and deliver unto the Escrow Agent in affidavit form a list of all of the people, firms or corporations who were actively, directly or indirectly, connected with this project, setting forth the amount of monies paid to each and for what purpose and the dates, together with partial releases of lien for the amounts set opposite each respective name, and if the amounts theretofore paid by the Borrower amounted to no less than TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00), then and only then shall the Escrow Agent be required to pay the unpaid bills

accruing after the date hereof for work, labor, services or materials furnished after the date hereof to such contractors, subcontractors, laborers, materialmen or supply houses, and any balance thereafter remaining after the building has been fully completed, shall be turned over to the Borrower. However, the requirement to furnish a certificate of occupancy shall likewise be a condition precedent to the right on the part of the Borrower to receive any balance of the monies held by the Escrow Agent for the Borrower's personal use and benefit.

3. The parties mutually further covenant and agree that if, as a matter of fact, the loan hereinabove set forth for TEN THOUSAND DOLLARS (\$10,000.00) is actually made by the Lender to the Borrower, that thereupon the Borrower will pay off the Mortgage in favor of Americus V. Penzi and Louis Francescon, encumbering Lot 1 ~~above~~ above described in accordance with the terms and tenor of the Promissory Note heretofore executed by the Borrower in favor of Americus V. Penzi and Louis Francescon, or sooner, and upon the payment in full of the said debt in favor of Americus V. Penzi and Louis Francescon, the said Mortgage shall be satisfied and the parties agree that the balance remaining due and unpaid on the TEN THOUSAND DOLLAR (\$10,000.00) loan hereinabove described, together with the balance remaining unpaid on the FORTY-FIVE THOUSAND DOLLAR (\$45,000.00) loan recorded under Clerk's File No. 562800 of the Broward County Records, will be combined and merged into a First Mortgage loan bearing interest at SIX PER CENT (6%) per annum, and will be payable at the rate of \$1,600.00 quarterly, all payments as made shall first be applied to the payment of interest at the rate of SIX PER CENT (6%) per annum on all unpaid balances and the balance towards the reduction of the principal indebtedness, irrespective of the manner of payment of either or both of the Promissory Notes evidencing the said indebtedness and the Mortgage Bonds given as security for the same. In all other respects the terms of the

respective Mortgages and the respective notes, except as herein specifically modified, shall remain in full force and effect.

4. The Borrower agrees to pay all expenses incident to the making of this TEN THOUSAND DOLLAR (\$10,000.00) loan, which shall include the attorney's fees to HERMAN M. BERK in the amount of \$250.00, the cost for the bringing of the Abstract for Lots 1 and 2, as above described, down to date, the state stamps on the Mortgage Deed and the Intangible Class "C" tax on the Mortgage Deed, as well as the cost for the recording of the Mortgage Deed.

5. The parties mutually covenant and agree that in the event the said transaction between the Lender and CARL LOEB and RUTH LOEB, his wife, for the purchase of the Mortgages' interest in the Mortgage recorded under Clerk's File No. 562800 of the Broward County Records, is not fully consummated within days from the date hereof, and/or in the event the Borrower cannot furnish an Abstract of Title for Lots 1 and 2, as above described, showing its title to be good and marketable, subject only to a first mortgage in favor of Americus V. Penzi and Louis Francescon, on Lot 1, above described, in the principal sum of \$14,000.00, and/or in the event the Borrower fails or refuses to satisfy the Escrow Agent, HERMAN M. BERK to the terms as contained in paragraph 2, sub-paragraph b, then in any of such contingencies the Lender is hereby authorized to refuse to make the loan in favor of the Borrower, and thereupon the parties hereto agree that they will be released and relieved of any and all obligations arising hereunder. In the event, however, the said transaction between the Lender and the LOEBs for the purchase of the Mortgage recorded under Clerk's File No. 562800 of the Broward County Records, is actually consummated, and the Borrower does execute a Promissory Note and Mortgage for TEN THOUSAND DOLLARS (\$10,000.00), as above described, and the Lender deposits the TEN THOUSAND DOLLARS (\$10,000.00) with HERMAN M. BERK, as Escrow Agent, but subsequent thereto the Borrower fails to furnish those things required of it to be furnished, as described

hereinafter, the Lender shall, in the event of his election to cancel and declare null and void this Agreement, be entitled to the return of his TEN THOUSAND DOLLARS (\$10,000.00) from the Escrow Agent, and the Lender shall return to the Borrower the original Promissory Note for TEN THOUSAND DOLLARS (\$10,000.00) executed by it, as well as the Mortgage Deed given as security for the same, together with a properly executed Satisfaction of Mortgage, upon the payment to the Lender of the sum of \$500.00 as liquidated and agreed upon damages for the failure and refusal of the Borrower to fulfill its obligations under the terms of this Contract, and thereupon the parties hereto shall be released and relieved of any and all obligations of one to the other and this Contract shall be cancelled and declared null and void and of no further force and effect.

6. In connection with Paragraph "3", the parties agree that when the balance of the Mortgage indebtedness due under Clerk's File No. 562800 of the Broward County Records and the balance of the indebtedness of the TEN THOUSAND DOLLAR (\$10,000.00) loan, as above described, will be combined and merged, that the same will encumber all of Lots 1, 2 and 3 of the property above described and will be a first mortgage loan on all of said three lots.

7. The Borrower acknowledges that all of the recitals in the preamble to this Contract are true and correct and must be proven to the Lender as a condition precedent to the Borrower's being entitled to receive the mortgage loan herein referred to.

8. The Borrower further obligates itself and guarantees unto the Lender, as a condition precedent to the making of the loan by the Lender to the Borrower, that the Borrower will procure the personal endorsement and guarantee by ABRAHAM H. MORAD and GECILIA M. MORAD, his wife, on the Promissory Note of

TEN THOUSAND DOLLARS (\$10,000.00) to be executed and delivered by the Borrower to the Lender.

9. The Borrower covenants and agrees to deliver unto the Lender, prior to the consummation of this transaction, a certified copy of corporate resolution authorizing this transaction, and also an estoppel certificate from the first mortgagee, Americus V. Penzi and Louis Francescon, setting forth that the Mortgage to Americus V. Penzi and Louis Francescon, is in good standing and setting forth the unpaid principal balance and the last date to which interest has been paid.

IN WITNESS WHEREOF, the Lender has hereunto set his hand and seal and the Borrower has hereunto caused these presents to be signed by its President, attested to by its Secretary, the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

[Signature] (SEAL)
JACOB KATZMAN
(LENDER)

[Signature]
SIRGOCO, INC., a Florida corp.
By [Signature] (SEAL)
President
Attest: [Signature] (SEAL)
Secretary
(BORROWER)

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared JACOB KATZMAN, who have being duly sworn, deposed and says that he is the individual described in and who executed the foregoing Agreement and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Sworn to and subscribed on this 10th day of November, 1954.

HEERMAN M. BERK, ATTORNEY AT LAW, 420 LINCOLN ROAD, MIAMI, FLORIDA
My commission expires:

STATE OF FLORIDA)
 SS.:
COUNTY OF HOWARD)

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BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared Abraham Morad and Cecilia M. Morad President and Secretary respectively of SIROCCO, INC., a Florida corporation, who each after first being duly sworn, did depose and say that they executed the foregoing Agreement for and in behalf of SIROCCO, INC. and acknowledge that they executed the same freely and voluntarily for the purposes therein expressed.

SIROCCO, INC.,

By *Abraham Morad*
President
Cecilia M. Morad
Secretary

SWORN TO AND SUBSCRIBED BEFORE ME this 20th day of October, 1954.

Elizabeth A. Elombach
NOTARY PUBLIC
State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My commission expires on 12-31-1955
Bonds by American Surety Co. of N. Y.

RECORDED IN OFFICIAL RECORDS BOOK
OF HOWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

Form of Florida WARRANTY (1925)
(To Comptroller)

OFF
P/C 202 No 115

581914

This Indenture

Made this 3rd day of May 1954

Between ABRAHAM MOZAD and SECYLIA M. MOZAD, his wife,

of the County of Broward and State of Florida,
parties of the first part, and BIRCOCC INC.

a corporation existing under the laws of the State of
having its principal place of business in the County of Broward and
State of Florida party of the second part whose address is:
2014 Monroe Street, Hollywood, Florida,

Witnesseth, that the said part 1st of the first part, for and in consideration
of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS
to them in hand paid, the receipt whereof is hereby acknowledged, have
granted, bargained, sold, aliened, remised, released, conveyed and con-
firmed and by these presents do grant, bargain, sell, alien, remise, release,
confer convey and confirm unto the said party of the second part and its suc-
sors and assigns forever, all that certain parcel of land hereinafter described in the
County of Broward and State of Florida, more particularly
described as follows:

Lot One (1), in Block One (1), of
ATLANTIC BLDG, NORTH 145th STREET,
a subdivision of Section Twenty-three
(23) and Twenty-four (24), Twp 1
Fifty-one (51) S. 1st Range Forty-two
(42) East, according to the plat thereof
referred to in the first part of this
indenture, in Broward County, Florida;
plus certain other lots, in
Broward County, Florida, also in the
1st of Twp 1, in Range 42,
of ATLANTIC BLDG, NORTH 145th STREET,
according to the plat thereof referred
to in the first part of this indenture
in Broward County, Florida;
plus other certain lots, in
Broward County, Florida.



Together with all the tenements, hereditaments and appurtenances
thereunto in anywise right, title, interest and estate, done and right of law, custom,
and usage thereto belonging or in anywise appertaining.

To Have and to Hold the same in fee simple forever
And the said parties of the first part do covenant with the said party of
the second part that they lawfully seized of the said premises, that they are
free of all incumbrance and that they have good right and lawful authority
to sell the same and that said party of the first part do lawfully warrant
the title to said land, and will defend the same against the lawful claims of all
persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto
set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:

Eugene Holcombach
Shirley Lippel

Abraham Mozad
Secylia M. Mozad

OFF REC 202 No. 116

State of Florida,

County of BROWARD

I HEREBY CERTIFY, That on this 20th day of May A. D. 1954, before me personally appeared

ABRAHAM MORAD and CECILIA M. MORAD, his wife, to me known to be the persons described in and who executed the foregoing conveyance to 19000 N.W. 1st, a Florida corporation,

and severally acknowledged the execution thereof to be a free act and deed for the uses and purposes therein mentioned

WITNESS my signature and official seal at Hollywood in the County of Broward and State of Florida, the day and year last aforesaid

Donald B. Bralambach
Notary Public

My Commission Expires

Notary Public for the State of Florida
My Commission Expires

RECORDED
MAY 20 1954

Mercury Fleet

SALES CORPORATION

101

Date

ABSTRACT OF DESCRIPTION

STATE OF FLORIDA
County of

In Witness Whereof

[Faint, illegible text, likely a signature or stamp]

78- 76150

CERTIFICATION

DNC
I certify this to be a true and correct copy
of the record in my office.
WITNESSETH my hand and official seal of
the City of Hollywood, Florida, this the
23 day of March, 1978
Betty R. Wemyer, Clerk.

ORDINANCE NO. 0-72-39

AN ORDINANCE CHANGING THE ZONING UPON THE
PROPERTIES LEGALLY DESCRIBED HEREIN FROM
THE EXISTING ZONING TO R-6A RESIDENTIAL DISTRICT,
AS ESTABLISHED BY ORDINANCE NO. 0-71-48
OR TO B-1A BUSINESS DISTRICT, AS ESTABLISHED
BY ORDINANCE NO. 0-71-49.

WHEREAS, the City Commission, after due consideration
and public hearings as required by law, deems it in the public
interest to change the zoning upon the property herein described,

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF
THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the zoning upon the properties legally
described herein be and the same is hereby changed, as set forth
hereinafter, from the existing zoning to R-6A Residential District,
as established in Ordinance No. 0-71-48:

- (1) From RC-18 Multiple Family Dwelling District to R-6A:
 - (a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
- (2) From RC-42 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.
- (3) From RC-44 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
- (4) From RC-46 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
 - (b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

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REC 7489 PAGE 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK,
SCHNEIDER & MAGER, P.A.
P. O. BOX 650
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WENS

280

(c) Block "C" of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(d) Lots 1, 2, 3 and parcel shown as Broadwalk, between Lots 1 and 2 and less part of Lot 3 as in OR 643/648 for State Road, of Hollywood Beach Resub of Block E as recorded in Plat Book 7, at Page 55 of the public records of Broward County, Florida.

(e) The following described property: Bounded on the south by the north limits of the City of Dania, bounded on the west by the west boundary of New River Sound, bounded on the north by the north boundary line of Section 25; Township 50 South, Range 42 East, and bounded on the east by the Atlantic Ocean.

(5) From RC-47 Multiple Family Dwelling District to R-6A:

(a) Lots 10 to 64, inclusive, Block "B"; Blocks 10-17, inclusive; and Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 1; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 2; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 3; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 4; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 5; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 6; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 7, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 8, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 9, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 50, inclusive, Block "A"; Lots 18 to 26, inclusive, Block 1; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 2; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 3; Lots 5 to 24, inclusive, Block 4; Blocks 5, 6, 7, 8, 9, 10, 11, 12, and 13, Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(c) Lots 5 to 55, inclusive, Block "B" and Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6, of the public records of Broward County, Florida.

(6) From RC-50 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13 of the Subdivision of Atlantic Shores North Beach Section as recorded in Plat Book 9, at Page 36 of the public records of Broward County, Florida.

REF 7489 REC 391

- (7) From RC-51 Multiple Family Dwelling District to R-6A:
- (a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.
- (8) From RC-52, Special Multiple Family Dwelling District to R-6A:
- (a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.
- (b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.
- (9) From RC-53 Multiple Family Dwelling District to R-6A:
- (a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.
- (b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.
- (10) From RC-55 Multiple Family Dwelling District to R-6A:
- (a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.
- (11) From RC-57 Multiple Family Dwelling District to R-6A:
- (a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

Section 2: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to B-1A Business District, as established in Ordinance No. 0-71-49:

- (1) From BAA-49 Business District to B-1A:
- (a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

OFF
REC
7489
PAGE 392

inclusive, and Lots 15 to 19, inclusive, Block 3; Lots 1 to 4, inclusive and Lots 15 to 18, inclusive, Block 4; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 5; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 6; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 7; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 8; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 9, of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(2) From BAA-58 Business District to B-1A:

(a) Lots 1, 2, 3, 4, and 5, Block 15, all of Block 16, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) That part of Van Buren Court lying between Blocks 15 and 16 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida; and the 30 foot service road lying west of said Block 16 and the 40 foot service road lying between Blocks 16 and 17 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida.

(3) From BA-43 Business District to B-1A:

(a) Blocks 174 and 175, the South Half ($S\frac{1}{2}$) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From BA-48 Business District to B-1A:

(a) Lots 1 to 11, inclusive, Block A, all of Block F, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 17, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 2; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 3; Lots 1 to 4, inclusive, Block 4; Lots 51 to 64, inclusive, Block "A" of Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(5) From BA-56 Business District to B-1A:

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

REF 7489 PAGE 393

All that parcel of land lying in the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section 26, made by Frank C. Dickey, Registered Land Surveyer, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

OFF REC 7489 PAGE 304

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway 1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East to the point of beginning.

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(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) From BB-68 Business District to B-1A:

All that parcel of land lying in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway 1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence run westerly along the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run northeasterly along the east right-of-way line of the said Intracoastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway 1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

OFF
REC 7489
PAGE 396

Broward County, Florida; thence run S4°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE¼ of the NE¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) From BD-2 Business District to B-1A:

All that part of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. 1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road 1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road 1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE¼ of the NE¼ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

OFF
REC
7489
PAGE 307

being the same parcel of land described as Blocks E and F of a survey of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. 1A to the East right of way of the Intra-coastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of

February, 1972.

PASSED AND ADOPTED on second reading this 1 day of

March, 1972.

David R. Keating
MAYOR

ATTEST:

Lou M. Hester
CITY CLERK

This Instrument Prepared By:
B. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
HOLLYWOOD, FLORIDA 33022

59- 20024

911469 473

FEB 23 1953

RESOLUTION NO. 7731

A RESOLUTION ACCEPTING DISCLAIMER FROM PROPERTY OWNERS IN ATLANTIC SHORES, NORTH BEACH SECTION, REGARDING OWNERSHIP OF STREETS, ALLEYS, COURTS AND ROADWAYS.

WHEREAS, the CITY OF HOLLYWOOD, Florida, has maintained certain streets located in ATLANTIC SHORES, NORTH BEACH SECTION, for rights of way, utility and public easement purposes, and

WHEREAS, the CITY OF HOLLYWOOD is desirous of finally establishing its rights to said streets for the general public to be used by the public at large and for the continued maintenance of public utilities;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

SECTION 1: That the CITY OF HOLLYWOOD accept the disclaimers dated October 28, 1958, from property-owners in ATLANTIC SHORES, NORTH BEACH SECTION, for streets, alleys, courts and roadways in said subdivision.

SECTION 2: That the CITY OF HOLLYWOOD did not request the owners to sign disclaimers and that the owners have voluntarily presented same to the CITY OF HOLLYWOOD; that in accepting the attached disclaimers dated October 28, 1958, the CITY OF HOLLYWOOD in no way waives any rights either by prescriptive use, easement or any other claim said CITY OF HOLLYWOOD may have to any and all easements, alleys, courts and roadways, including street ends, in said subdivision.

SECTION 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

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SECTION 4: That this Resolution shall become
effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 27th day of January,

A. D., 1959.

MAYOR

ATTEST:

CITY CLERK

91211214

THIS INSTRUMENT PREPARED BY:
Carol F. Keys, Esq.
9086 S.W. 57th Ave., Suite 777
Miami, Florida 33176

Folio Number:
05-1234-02-0110
and 05-1234-02-0100

Grantee S.S.#: 267-68-7456

Grantee S.S.#: 267-78-8491

55
In Broward County for the purpose of
recording this instrument as per
Ordinance (2000) 10000

THIS QUIT-CLAIM DEED, executed this 22 day of May, 1991, by STANLEY BLUMENFELD and JEANNINE BLUMENFELD, his wife, first parties, to LUIS STABINSKI and BELL STABINSKI, his wife, whose post office address is 757 N.W. 27th Avenue, Miami, Florida, second parties:

(Wherever used herein the terms 'first parties' and 'second parties' shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires)

WITNESSETH, that the said first parties, for and in consideration of the sum of \$10.00 in hand paid by the said second parties, the receipt whereof is hereby acknowledged, do hereby remise, release and quit-claim unto the said second parties forever, all the right, title, interest, claim and demand which the said first parties have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

Jun 3 2 25 PM '91

Lots 1, 2, 3 and 4, Block 3, of ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof, as recorded in Plat Book 8, at Page 36, of the Public Records of Broward County, Florida.

BK 18437 PG 0006

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first parties, either in law or equity, to the only proper use, benefit and behoof of the said second parties forever.

IN WITNESS WHEREOF, the said first parties have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

[Signature]
STANLEY BLUMENFELD
[Signature]
JEANNINE BLUMENFELD

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTLER
COUNTY ADMINISTRATOR

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared STANLEY BLUMENFELD and JEANNINE BLUMENFELD, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of May, 1991.

[Signature]
Notary Public, State of Florida


My Commission Expires: 11-26-94

5/22/91

THIS INSTRUMENT PREPARED BY:

Carol F. Keys, Esq.
9095 S.W. 87th Ave., Suite 777
Miami, Florida 33178

55
Ann M. Rodgers
Notary Public, State of Florida

Folio Number:

1224-02-010
and 1224-02-011

91181843

THIS QUIT-CLAIM DEED, executed this 23 day of April, 1991, by LUIS STABINSKI and BELL STABINSKI, his wife, first parties, to LUIS STABINSKI and BELL STABINSKI, his wife, whose post office address is 757 N.W. 27th Avenue, Miami, Florida, second parties:

(Wherever used herein the terms "first parties" and "second parties" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires)

WITNESSETH, that the said first parties, for and in consideration of the sum of \$10.00 in hand paid by the said second parties, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second parties forever, all the right, title, interest, claim and demand which the said first parties has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

Lots 1, 2, 3 and 4, Block 3, of ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof, as recorded in Plat Book 9, at Page 36, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim, whatsoever of the said first parties, either in law or equity, to the only proper use, benefit and behoof of the said second parties forever.

IN WITNESS WHEREOF, the said first parties have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Betsy Rodriguez _____ L.S.
Isabel Cabras _____ L.S.
LUIS STABINSKI
BELL STABINSKI

MAY 13 1991

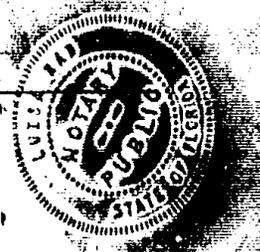
BK 18377 Pg 0457

STATE OF FLORIDA,
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LUIS STABINSKI and BELL STABINSKI to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of April, 1991.

L. A. Hester
NOTARY PUBLIC, STATE OF FLORIDA



My Commission Expires:

90111A.C.1

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

5-2

This instrument was prepared by:
Name: Carol F. Keys, Esq.
Address: 9095 S.W. 87th Ave.
Suite 501
Miami, Florida 33176

Property Appraiser's
Parcel Identification No. 1224-02-010
and No. 1224-02-011

90179141

Grantee S.S. No. 267-68-7456

Name

Grantee S.S. No. 267-18-6491

Name

\$ 3960.00 has been Paid
in Broward County for Documentary
Stamp Tax as required by law.

Margaret David Clerk

1990 MAY -2 PM 1:36

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

THIS INSTRUMENT, made this 30th day of April, 1990, between STANLEY BLUMENFELD AND JEANNINE BLUMENFELD, his wife of the County of Broward, State of Florida, grantors, and LUIS STABINSKI, whose post office address is 757 N.W. 27th Avenue, Miami, Florida, of the County of Dade, State of Florida, grantee,

WITNESSETH that said grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable considerations to said grantors in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Dade County, Florida, to-wit:

Lots 1, 2, 3 and 4, Block 3, of ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof, as recorded in Plat Book 9, at Page 36, of the Public Records of Broward County, Florida.

SUBJECT TO:

1. Taxes for 1990 and subsequent years.
2. Conditions, easements, limitations and restrictions of records.
3. Zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
4. Existing mortgage in favor of Helen P. Moser and Patricia Moser Plumb, originally recorded on February 26, 1980, in Official Records Book 8750, at Page 503, of the Public Records of Broward County, Florida.

THIS IS NOT THE HOMESTEAD OF THE GRANTORS.

and said grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Phyllis J. Wolff
[Signature]
Phyllis J. Wolff

[Signature] (Seal)
STANLEY BLUMENFELD
[Signature]
[Signature] (Seal)
JEANNINE BLUMENFELD

BK 17386 PG 0046

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared STANLEY BLUMENFELD AND JEANNINE BLUMENFELD to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of April, 1990.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

W4205/5

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 28, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

5.00
1.00
M.K.

30- 70886

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR BROWARD COUNTY - PROBATE DIVISION

In re: Estate of :
HARRY C. HALL, : No. 78-3195
deceased. :

ORDER APPROVING, RATIFYING AND CONFIRMING PARTIAL DISTRIBUTION OF ASSETS BY ANCILLARY PERSONAL REPRESENTATIVE DIRECTLY TO THE BENEFICIARIES NAMED IN THE WILL (RATHER THAN TO THE DOMICILIARY PERSONAL REPRESENTATIVES)

THIS CAUSE having come on to be heard upon the petition of Helen P. Moser, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, dated February 19, 1980, and entitled "Petition of Ancillary Personal Representative for Entry of Order Confirming the Partial Distribution of Assets Directly to the Beneficiaries Named in the Will (Rather Than to Domiciliary Personal Representatives)," and it appearing to the court as follows:

(1) That Helen P. Moser, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, has made a partial distribution of the following described assets, to wit,

Lots 1, 2, 3 and 4, Block 3, ATLANTIC SHORES NORTH BEACH SECTION, according to the plat thereof recorded in Plat Book 9, page 36, Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida, TOGETHER WITH the furniture and furnishings located in the apartment improvements constructed on the real property,

directly to the beneficiaries entitled to receive same under the terms of Item Seventh of the last will and testament of the decedent dated August 28, 1975, with such beneficiaries being Helen P. Moser, a married woman, for life (as the life tenant) and with the vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation (as the remainderman).

(2) That the distribution of said assets to the said

FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR BROWARD COUNTY

1980 MAR 5 PM 3:41

1980 MAR 7 AM 10:14

FILED 8772 MAR 4

beneficiaries is evidenced by the certain deed dated December 14, 1979, from Helen P. Moser, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, to Helen P. Moser, a married woman, for life (as the life tenant) and with the vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation (as the remainderman), with the said deed being recorded January 15, 1980, in Official Records Book 8670, page 617, Public Records of Broward County, Florida, under administrator's registry no. 80-13886.

(3) That Finley H. Hall and Thomas G. Kennedy, as Co-Executors of the Estate of Harry C. Hall, deceased, in those certain domiciliary estate proceedings now pending in the Probate Court, Montgomery County, Ohio, in probate cause no. 223072, have joined in the petition and have consented to the direct distribution of said assets directly to the beneficiaries named in the will (rather than to the domiciliary personal representatives).

(4) Where an ancillary personal representative is involved, §734.102(5), Florida Statutes, and Rule 5.470(d), Florida Rules of Probate and Guardianship Procedure, require that an order of the court be entered to resolve the question as to whether a distribution of ancillary assets should be made to the domiciliary personal representative or to the beneficiaries named in the will.

(5) Based on the allegations set forth in the petition, this court knows of no reason why Florida real property should be distributed to domiciliary personal representatives in the State of Ohio. Further, the court believes it is more convenient and for the best interests of the estate that any distribution of the aforesaid assets be made directly to the beneficiaries named in the will.

WHEREUPON, it is hereby ORDERED and ADJUDGED as follows:

I.

That the partial distribution of the following described

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MAR 5

assets, to wit,

Lots 1, 2, 3 and 4, Block 3, ATLANTIC SHORES NORTH BEACH SECTION, according to the plat thereof recorded in Plat Book 9, page 36, Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida, TOGETHER WITH the furniture and furnishings located in the apartment improvements constructed on the real property,

from Helen P. Moser, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, to Helen P. Moser, a married woman, for life (as the life tenant) and with the vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation (as the remainderman), is hereby approved, ratified and confirmed.

II.

That the deed given to evidence the said distribution, namely, the certain deed dated December 14, 1979, from Helen P. Moser, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, to Helen P. Moser, a married woman, for life (as the life tenant) and with the vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation (as the remainderman), with the said deed being recorded January 15, 1980, in Official Records Book 8670, page 617, Public Records of Broward County, Florida, under administrator's registry no. 80-13886, is hereby approved, ratified and confirmed.

DONE and ORDERED in Chambers at Fort Lauderdale, Broward County, Florida, this 5 day of March, 1980.


CIRCUIT JUDGE

REC-8772 MAR 6

Copy furnished to:
Walden and Walden
Attorneys for Feticioner
The Dania Bank Building
255 East Dania Beach Boulevard
Dania, Florida 33004

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

80-13886

THIS INSTRUMENT WAS PREPARED BY CLARKE WALDEN, C/O WALDEN AND WALDEN, ATTORNEYS AT LAW, THE DANIA BANK BUILDING, 255 EAST DANIA BEACH BOULEVARD, DANIA, FLORIDA 33004

DEED OF PERSONAL REPRESENTATIVE

THIS DEED FROM PERSONAL REPRESENTATIVE, made, executed and delivered this 14th day of December, 1979, by and between

HELEN P. MOSER, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased,

[hereinafter sometimes referred to as "party" of the first part"],

and

HELEN P. MOSER, a married woman, for life, whose post office address is 1401 South Surf Road, Hollywood, Broward County, Florida (hereinafter sometimes referred to individually as the "life tenant"), and with the vested remainder to

MOUNT OLIVE UNITED CHURCH OF CHRIST, an Ohio non-profit corporation, owning or operating a religious entity at 5501 Olive Road, Dayton, Ohio, its successors or assigns, with the post office address of said Mount Olive United Church of Christ, an Ohio non-profit corporation, being 5501 Olive Road, Dayton, Montgomery County, Ohio (hereinafter sometimes referred to individually as the "remainderman"),

[with the said life tenant and remainderman] [being hereinafter sometimes referred to] [collectively as the "parties of the second] [part"],

80 JAN 15 AM 9:15

W I T N E S S E T H:

WHEREAS, the party of the first part, that is Helen P. Moser, is the duly acting and qualified ancillary personal representative of the Estate of Harry C. Hall, deceased, under and pursuant to the authority of ancillary letters of administration issued by the Honorable Paul M. Marko, III, Circuit Judge, Broward County, Florida, on August 1, 1978, in proceedings no. 78-3195 in the Circuit Court of the Seventeenth Judicial Circuit of the State of Florida in and for Broward County - Probate Division, concerning Estate of Harry C. Hall, deceased; and

REC 8670 PAGE 617

WHEREAS, the said decedent described as Harry C. Hall was one and the same person as the grantee in the certain deed dated August 29, 1962, from The Dan Dee Corporation, a Florida corporation, to Harry C. Hall, recorded August 31, 1962, in Official

RETURN TO:

→ Walden and Walden
ATTORNEYS AT LAW
THE DANIA BANK BUILDING
DANIA, FLORIDA 33004

-1-

534454
BROWARD COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JAN 17 1980
\$00.40

Records Book 2451, page 959, Public Records of Broward County, Florida, under clerk's registry no. 62-78469; and

WHEREAS, the said Harry C. Hall was a single man as of August 29, 1962, and whereas he remained a single man until April 7, 1978, and was not, therefore, survived by a surviving spouse; and

WHEREAS, §733.612(26), Florida Statutes, allows a personal representative to make a partial distribution to the beneficiaries of an estate any part of the estate which is not necessary to satisfy claims, expenses of administration, taxes, family allowance, exempt property and an elective share; and

WHEREAS, all powers which a personal representative may exercise pursuant to §733.612, Florida Statutes, may be exercised without any order of court; and

WHEREAS, the time for the filing of claims against the estate has expired and no part of the property described in paragraph I. herein is required by the personal representative to satisfy claims, expenses of administration, taxes, family allowance, exempt property or an elective share; and

WHEREAS, by virtue of her authority as an ancillary personal representative to make a partial distribution of the assets of the estate (without order of court), the party of the first part desires to convey the fee simple title to the real property described in paragraph I. herein to the beneficiaries of the estate who are entitled to receive same; and

WHEREAS, the property described in paragraph I. herein is also sometimes known as "Sirocco Apartments" and has a street address of 1401 South Surf Road, Hollywood, Broward County, Florida; and

WHEREAS, the "Mrs. Pat Moser" who is described in Item Seventh of the last will and testament of Harry C. Hall, deceased, dated August 28, 1975 (which has been earlier admitted to probate), is one and the same person as the Helen P. Moser who is sometimes referred to in the within deed as the "life tenant" and who is also

REF 8670 PAGE 618

one of the parties who are referred to collectively herein as the "parties of the second part"; and

WHEREAS, the "Mount Olive United Church of Christ" which is also referred to in Item Seventh of the said last will and testament of Harry C. Hall, deceased, is actually Mount Olive United Church of Christ, an Ohio non-profit corporation, which currently owns and operates a religious entity (that is, a church) at 5501 Olive Road, Dayton, Montgomery County, Ohio; and

WHEREAS, under the terms and conditions of Item Seventh of said last will and testament of the decedent, the parties of the second part are the beneficiaries of the estate of the decedent who are entitled to receive distribution of the assets described in paragraph I. herein; and

WHEREAS, the party of the first part has also had the possession of all of the furniture and furnishings located in the building structures now existing on the real property described in paragraph I. herein; and

WHEREAS, the parties of the second part are also entitled to receive distribution and possession of the furniture and furnishings described in paragraph III. herein; and

WHEREAS, the personal representative desires to make a further partial distribution of the assets of the estate by transferring the title and possession of the said furniture and furnishings to the beneficiaries entitled to receive same, namely, the parties of the second part; and

WHEREAS, in summary, the party of the first part, in her representative capacity, desires to execute the within deed for the purpose of granting, bargaining, selling and conveying all of the right, title and interest of the Estate of Harry C. Hall, deceased, in and to the real property described in paragraph I. herein to the parties of the second part; and

WHEREAS, to the extent that the within deed serves to transfer the possession and title of the furniture and furnishings

REC 8670 PAGE 619

described in paragraph III. herein, the within deed may also be considered as serving as a bill of sale; and

WHEREAS, by the within deed, the personal representative is transferring the title to said furniture and furnishings to the parties of the second part,

NOW, THEREFORE, for and in consideration of the premises, KNOW ALL MEN BY THESE PRESENTS as follows:

I.

That in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations to her in hand paid, receipt of which is hereby acknowledged, Helen P. Moser, in her representative capacity as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release convey and confirm unto Helen P. Moser, a married woman, for life, and with the vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation, its successors or assigns, the following described real property, situate, lying and being in Broward County, Florida, to wit,

Lots 1, 2, 3 and 4, Block 3, ATLANTIC SHORES NORTH BEACH SECTION, according to the plat thereof recorded in Plat Book 9, page 36, Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida,

to have and to hold the said lands unto the said Helen P. Moser, for life, and with vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation, its successors or assigns, in full and ample manner to the same extent as the same were owned, possessed and enjoyed by Harry C. Hall during his lifetime.

REC 8670 PART 120

II.

Specifically, but without limitation on the foregoing, it is the purpose and intent of the within deed to vest Helen P. Moser,

a married woman, with a life estate in and to the real property described in paragraph I. herein and to vest Mount Olive United Church of Christ, an Ohio non-profit corporation, its successors or assigns, with the vested remainder interest.

III.

By these presents, Helen P. Moser, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, does also grant, bargain, sell and assign unto Helen P. Moser, for life, and with the vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation, its successors or assigns, all of the right, title and interest of said Harry C. Hall in and to the furniture and furnishings described on the inventory which is attached hereto and made a part hereof by reference, with the said furniture and furnishings being presently located in the building structures located on the property described in paragraph I. herein. To the extent that the within paragraph transfers the title to personal property, the within deed shall also be considered as serving as an absolute bill of sale.

IN WITNESS WHEREOF, HELEN P. MOSER, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, has caused this deed to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine Thomson
Carol Salley

Helen P. Moser (seal)
HELEN P. MOSER, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing deed of personal representative was acknowledged before me this 7th day of January, 1980, by HELEN P. MOSER,

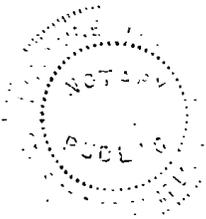
REC 8670 MAR 6 1981

as Ancillary Personal Representative of the Estate of Harry C.
Hall, deceased.

Lorraine Thomson
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 22, 1983
Insured By American Fire & Casualty Company



REF 8670 PAGE 622

INVENTORY FOR STROCCO APARTMENTS

APT. #1

KIT. REFRIG. & STOVE TABLE & 5 CHAIRS

BEDROOM 2 TWIN BEDS
2 DRESSERS & 1 CHEST
1 NIGHT STAND

LIVINGROOM 2 SWIVEL CHAIRS
2 DANISH CHAIRS
1 TABLE
2 LAMPS
1 ROUND TABLE & 2 CHAIRS

APT. #2

kitchenette dished, silver for 4, pots & pans

2 BAHAMA BEDS WITH COVERS 2 pillows, 2 blankets
1 CHEST OF DRAWERS, 1 AMOUR FOR CLOTHS
1 T.V.
1 TABLE & LAMP, 1 READING LAMP OVER BED. 2 pictures.

APT. #3

1 DOUBLE BED & 1 TWIN BED. 3 pillows & 4 blankets 2 spreads
1 DRESSER & 1 CHEST OF DRAWERS
1 NIGHT STAND & LAMP & DRESSER LAMP, MIRROR, & 2 PICTURES

KIT. REFRIG. & STOVE

DISHES, SILVER, POTS & PANS

LIVINGROOM

2 BAHAMA BEDS WITH COVERS
2 CHAIRS 2 TABLES & 2 LAMPS
1 DINETTE TABLE WITH GLASS TOP. WROUGHT IRON
4 MATCHING CHAIRS WROUGHT IRON
1 T.V.
2 PICTURES.

APT. #4

1 DOUBLE BED & 1 TWIN BED, 4 BLANKETS, 3 PILLOWS, 2 SPREADS
1 DRESSER, 1 CHEST, & MIRROR, LAMP, 1 chair
1 CHEST OF DRAWERS
1 NIGHT STAND & LAMP, 2 PICTURES

LIVING ROOM

2 BAHAMA BEDS WITH COVERS
2 CHAIRS 2 TABLES & 2 LAMPS
1 DINETTE TABLE, WROUGHT IRON & 4 matching chairs
1 T.V. 2 PICTURES.

KIT. REFRIG. & STOVE

DISHES, & SILVER. POTS & PANS.

REF 8670 PAGE 123

APT #5
KIT.

REFRIG. & STOVE
DISHES & SILVER, POTS & PANS.
DINING ROOM TABLE & 2 CHAIRS.
2 BAHAMA BEDS, COVERS. 2 PILLOWS, 4 BLANKETS
2 CHAIRS, 2 TABLES & 2 LAMPS
1 DRESSER & MIRROR

APT. #6
KIT.

REFRIG. & STOVE DISHES, SILVER, POTS & PANS
DINING ROOM TABLE & 4 CHAIRS

LIVING ROOM.

CASTRO CONVERTABLE COUCH
DESK & CHAIR, DESK LAMP
2 TABLES & 2 LAMPS, & LARGE COCKTAIL TABLE
3 CHAIRS, CHEST OF DRAWERS IN CLOSET.
2 PICTURES.
1 T.V.

BED ROOM

2 TWIN BEDS, 4 BLANKETS, 2 PILLOWS, 2 BEDSPREADS.
1 DRESSER & MIRROR & LAMP
1 NITE STAND & LAMP
4 PICTURES.

APT #7
KIT.

REFRIG. & STOVE, DISHES, SILVER, POTS, & PANS.

LIVING ROOM.

2 BAHAMA COUCHES, COVERS.
2 CHAIRS,
2 TABLES & 2 LAMPS, 1 COCKTAIL TABLE,
1 CHEST OF DRAWERS, 2 PICTURES.
1 T.V.
1 DINETTE TABLE, 4 CHAIRS.

BED ROOM

1 DOUBLE BED, 1 TWIN BED, 4 BLANKETS, 3 PILLOWS, 2 SPREADS.
1 DRESSER, & MIRROR, & LAMP
1 NITE STAND, & LAMP, 2 PICTURES.
1 CHAIR.

APT. # 8

REFRIG. STOVE, DISHES, POTS & PANS.
DINETTE TABLE & 4 CHAIRS.

BED ROOM

1 DOUBLE BED, 1 TWIN BED, NITE STAND, DRESSER & MIRROR.
2 lamps, 4 BEARBEDS, 3 PILLOWS, 2 SPREADS.
2 BAHAMA BEDS, WITH COVERS, 2 CHAIRS, 1 DRESSER, 3 TABLES.
3 LAMPS, 2 PICTURES. 1 T.V.

REC 8670
REC 624

APT. # 9

KIT. STOVE & REFRIG. DISHES, SILVER, POTS, PANS, I TOASTER.

BED ROOM. 2 TWIN BEDS, 2 SPREADS, 2 PILLOWS, I NITE STAND & LAMP, I MIRROR, I ARMOIRE (TO HOLD CLOTHES) I PICTURE, I CHAIR, 4 BLANKETS.

LIVING ROOM. I CONV. COUCH, 2 CHAIRS, 2 CHESTS, 2 LAMP TABLES, 2 LAMPS, I FLOOR LAMP, ROUND DINETTE TABLE & 4 STOOLS.

APT. # 10

KIT. STOVE, REFRIG. DISHES, POTS, PANS, SILVER, I TOASTER, I MIRROR

BED ROOM. DOUBLE BED, I TWIN BED, NITE STAND, LAMP, I DRESSER, I LAMP, 2 SPREADS, 3 PILLOWS, 4 BLANKETS, I CHAIR, I PICTURE.

LIVING ROOM: I BAHAMA COUCH, COVER, I CHAIR, & POCKER, I TABLE & 4 CHAIRS, I LAMP TABLE, 2 LAMPS, 3 PICTURES, I SERVER, I T.V.

APT. # 11

BED ROOM. I DOUBLE BED, I TWIN BED, 2 SPREADS, 3 PILLOWS, I DRESSER, I MIRROR, I NITE STAND, I LAMP, I DRESSER LAMP, I PICTURE, I CHAIR

KIT. STOVE, REFRIG, DISHES, SILVER, POTS & PANS, I TOASTER.

LIVING ROOM. 2 BAHAMA BEDS, & COVERS, 2 CHAIRS, 2 TABLES, 2 LAMPS, I DESK, I DINETTE TABLE & 4 CHAIRS, I CLOCK, & PICTURES, I T.V.

APT. # 12

KIT. STOVE & REFRIG. DISHES, SILVER, POTS & PANS. TOASTER. I GLASS TOP TABLE & 4 CHAIRS.

LIVING ROOM.

2 BAHAMA BEDS & COVERS, 4 BLANKETS, 2 PILLOWS, 4 BLANKETS. 2 TABLES, 2 LAMPS, I COFFEE TABLE, I DRESSER & MIRROR, I T.V., I CHAIR.

APT. # 14

KIT. STOVE & REFRIG. DISHES, POTS, & PANS, SILVER, TOASTER.

BED ROOM I DOUBLE BED, I TWIN BED, 2 SPREADS, 3 PILLOWS, 4 BLANKETS, I DRESSER & MIRROR, I NITE STAND, 2 LAMPS, 2 PICTURES, I CHAIR

LIVING ROOM

2 BAHAMA BEDS, & COVERS, 2 TABLES & 2 LAMPS, 2 PICTURES, I DINETTE TABLE, 4 CHAIRS, 2 CHAIRS, 2 PICTURES.

OFF 8070-125

APT. # 15

KIT. STOVE & REFRIG, DISHES, SILVER, POTS, & PANS. TOASTER.

BED ROOM

1 DOUBLE BED, 1 TWIN BED, 2 SPREADS, 3 PILLOWS, 4 BLANKETS,
1 DRESSER & MIRROR, 1 CHEST, 1 CHAIR, 2 PICTURES.

LIVING ROOM.

2 BAHAMA BEDS & COVERS, 2 CHAIRS, 2 TABLES, 2 LAMPS,
1 DINETTE TABLE, 4 CHAIRS. 2 PICTURES. 1 T.V.

APT. # 16

KIT. STOVE & REFRIG, DISHES, SILVER, POTS & PANS, TOASTER.

BED ROOM

2 TWIN BEDS, 2 SPREADS, 2 PILLOWS, 4 BLANKETS, 1 DRESSER,
1 MIRROR, 2 PICTURES. 1 CHAIR.

LIVING ROOM

2 BAHAMA BEDS & COVERS, 2 TABLES 2 LAMPS, 3 PICTURES,
1 DINETTE TABLE, 4 CHAIRS, 1 CHEST, 2 CHAIRS. 1 T.V.

APT. #17

KIT. STOVE, REFRIG, DISHES, SILVER, POTS & PANS, TOASTER.

BED ROOM

1 DOUBLE BED, 1 TWIN BED, 2 SPREADS, 3 PILLOWS,
4 BLANKETS, 1 DRESSER, 1 MIRROR, 1 CHAIR.
1 NITE STAND, 2 LAMPS. 2 PICTURES.

LIVING ROOM

2 BAHAMA BEDS, & COVERS, 2 CHAIRS, 2 TABLES, 2 LAMPS,
1 DINETTE TABLE, 4 CHAIRS, 1 T.V.
1 BOOK CASE? 1 PICTURE

REC 81720 PAGE 626

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80- 58967

RE-4-324
THIS INSTRUMENT WAS PREPARED BY CLARKE WALDEN, C/O WALDEN AND WALDEN, ATTORNEYS AT LAW, THE DANIA BANK BUILDING, 255 EAST DANIA BEACH BOULEVARD, DANIA, FLORIDA 33004

WARRANTY DEED

THIS WARRANTY DEED, made and executed this 7th day of January, 1980, by and between

RECORDED
71.00
FEB 27 1980
955600
FEB 27 1980
1250

HELEN P. MOSER, a married woman, joined by her husband, EDWARD A. MOSER, whose address is 1401 South Surf Road, Hollywood, Broward County, Florida, and MOUNT OLIVE UNITED CHURCH OF CHRIST, an Ohio non-profit corporation, which has an address for the purpose of conducting its business affairs of 5501 Olive Road, Dayton, Montgomery County, Ohio (hereinafter sometimes referred to collectively as the "grantors"),

and

STANLEY BLUMENFELD and JEANNINE BLUMENFELD, husband and wife, whose mailing address is 2 Prado Secoya, Atherton, San Mateo County, California 94025 (hereinafter sometimes referred to as the "grantees"),

90 FEB 26 PM 3:35

WITNESSETH:

WHEREAS, the parties have negotiated for the sale and purchase of the hereinafter described lands; and

WHEREAS, as a result of such negotiations, the grantors desire to convey the hereinafter described lands to the grantees by a good and sufficient warranty deed,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS AS FOLLOWS:

I.

That the grantors, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations to them in hand paid by the grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the grantees, their heirs and assigns forever, and do hereby grant, bargain and sell to said grantees, their heirs and assigns forever, the following described lands situate, lying and being in Broward County, Florida, to wit:

Lots 1, 2, 3 and 4, Block 3, ATLANTIC SHORES NORTH BEACH SECTION, according to the plat thereof recorded in Plat Book 9, page 36,

RE-8750 PAGE 500

RETURN TO:

Walden and Walden
ATTORNEYS AT LAW
THE DANIA BANK BUILDING
DANIA, FLORIDA 33004

10
0

Public Records of Broward County, Florida,
said lands situate, lying and being in
Broward County, Florida.

II.

The grantors do hereby fully warrant the title to the lands
which are described in paragraph I. herein and will defend the same
against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, HELEN P. MOSER and EDWARD A. MOSER, her
husband, have caused these presents to be executed under their hands
and seals on the day and year first above written.

IN WITNESS WHEREOF, MOUNT OLIVE UNITED CHURCH OF CHRIST,
an Ohio non-profit corporation, has caused these presents to be
executed in its corporate name by its undersigned President, and
has further caused its corporate seal to be affixed, attested by
its undersigned Secretary, as of the day and year first above
written.

Signed, sealed and delivered
in the presence of:

Lorraine Thomson

Helen P. Moser (seal)
HELEN P. MOSER

Carol A. Kelley

Edward A. Moser (seal)
EDWARD A. MOSER

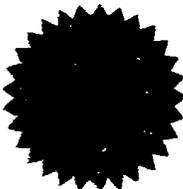
MOUNT OLIVE UNITED CHURCH OF CHRIST,
an Ohio non-profit corporation

William D. Perfusier

By: Donald J. Rapp
Donald J. Rapp
President

Arthur R. Schaeble
(corporate seal)

Attest: James DuBro
James DuBro
Secretary



OFF 8750 PAGE 501

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing warranty deed was acknowledged before me this
7th day of January, 1980, by HELEN P. MOSER and EDWARD A. MOSER,



Lorraine Thomson
Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 22, 1983
Bonded By American Fire & Casualty Company

STATE OF OHIO
COUNTY OF MONTGOMERY

The foregoing warranty deed was acknowledged before me this
16th day of January, 1980, by Donald J. Rapp and James DuBro as
President and Secretary, respectively, of MOUNT OLIVE UNITED CHURCH
OF CHRIST, an Ohio non-profit corporation, on behalf of said



William D. Dorfmeier
Notary Public

My Commission expires:

WILLIAM D. DORFMEIER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date,
Section 147.03 R. C.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
County Administrator

REC 8750 PAGE 502

Warranty Deed

REC-2451 PAGE 059

330.00
146.00

This Indenture, Made, this **2nd** day of August, A. D. 1962

Between **THE DAN DEE CORPORATION**, a corporation existing under the laws of the State of FLORIDA, having its principal place of business in the County of BROWARD and State of FLORIDA, and lawfully authorized to transact business in the State of Florida, party of the first part, and

HARRY C. HALL, whose mailing address is 1401 S. Surf Road, Hollywood, Florida, of the County of BROWARD and State of FLORIDA party of the second part ~~Witnesseth~~:

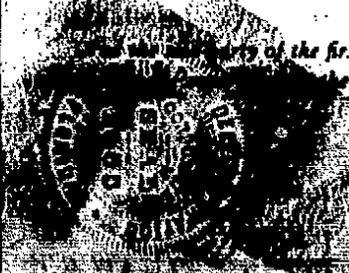
That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable and sufficient considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said party of the second part, its successors heirs and assigns forever, the following described land situate, lying

and being in the County of BROWARD and State of Florida, to-wit:
Lots 1,2,3 and 4 in Block 3 of ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof recorded in Plat Book 9, Page 36; of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida;
TOGETHER with the improvements thereon.

N.B. Subject to easements, reversions and restrictions of record and taxes for the year 1962 and subsequent years.

N.B. This deed is executed and the above property is conveyed subject to the liens of those certain mortgages executed by Abraham Morad and Cecilia M. Morad, his wife, to Carl Loeb and Ruth Loeb, his wife, dated April 1, 1954, filed April 6, 1954, in Official Records Book 130, page 501, of the Broward County Records; originally securing payment of the principal sum of \$45,000; and by Sirocco, Inc., a Florida corporation, to Jacob Katzman, dated November 5, 1954, filed November 9, 1954, in Official Records Book 239, page 611, of the Broward County Records; originally securing payment of the principal sum of \$10,000. As part of the consideration hereof grantee expressly assumes and agrees to pay the balance of said mortgages according to the terms of the notes secured thereby.

The said party of the first part does hereby fully warrant the title to said land, and the lawful claims of all persons whomsoever.



In Witness Whereof
the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be hereunto affixed by its secretary, the day and year above written.

[Signature]
THE DAN DEE CORPORATION
by *[Signature]*
President

Record and return to Grantee

62 AUG 31 AM 11:39

State of Florida.

OFF. REG. 2451 PAID 960

County of BROWARD

I ~~Herby~~ Certify that on this 29th day of August A. D. 19 62, before me personally appeared DANIEL DI STEFANO and Secretary respectively of MYER M. KOTZIN President of THE DAN DEE CORPORATI

XXXXXX a corporation under the laws of the State of FLORIDA officers severally known to be the persons who signed the foregoing instrument as such officers and personally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Hollywood in the County of BROWARD and State of FLORIDA the day and year last aforesaid.

My commission expires:

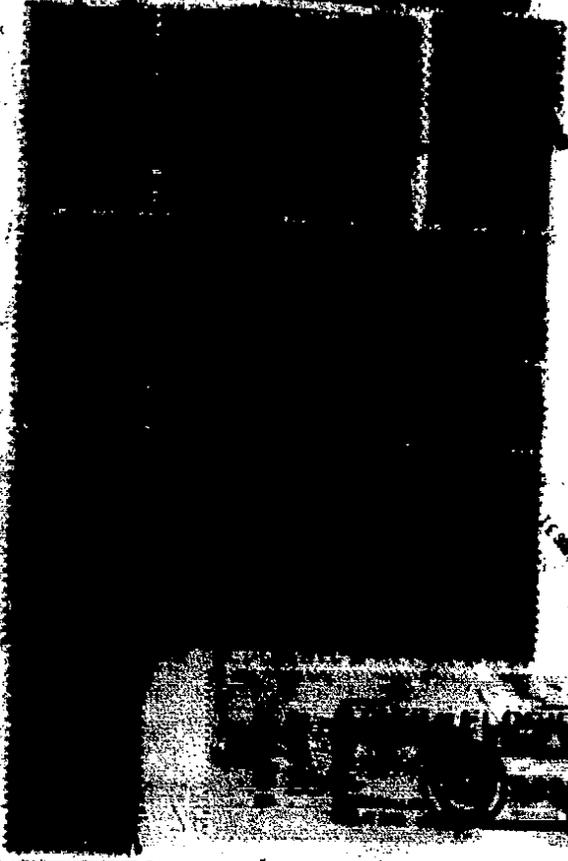
Bruce A. [Signature]
BRUCE A. [Name]



Notary Public, State of Florida
My Commission Expires Nov. 17, 1963
Bonded by American Surety Co. of N.Y.

RECORDED IN OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
FRANK H. MARRS
CLERK OF CIRCUIT COURT.

ABSTRACT OF DESCRIPTION	Date	TO	Warranty Deed (FROM CORPORATION)	LANDS OF STATE



853001

REC 1006 PAGE 80

This Warranty Deed Made the 21st day of August A D 1957 by OSCAR SHREIBMAN and S. JUNE SHREIBMAN, his wife, hereinafter called the grantor, to THE DAN DEE CORPORATION

a corporation existing under the laws of the State of Florida with its permanent postoffice address at 1505 S. Surf Road, Hollywood, Florida hereinafter called the grantee

Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of each, and the successors and assigns of the corporation.

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliena, releases, conveys and confirms unto the grantee, all that certain land situate in Broward County Florida, viz:

Lot Four (4) of Block Three (3) of ATLANTIC SHORES, NORTH BEACH SECTION, according to the plat thereof recorded in Plat Book 9 at Page 36 of the Public Records of Broward County, Florida.



REC 1006 PAGE 80

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining

To Have and to Hold, the same in fee simple forever

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants 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, 1956.

FRANK H. MARKS CLERK OF CIRCUIT COURT

In Witness Whereof, the said grantor has hereunto set my hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Handwritten signatures of Oscar Shreibman and S. June Shreibman, and two witnesses.

STATE OF PENNSYLVANIA COUNTY OF PHILADELPHIA

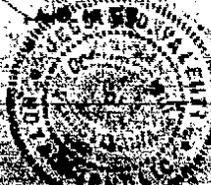
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

OSCAR SHREIBMAN and S. JUNE SHREIBMAN, his wife;

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of August 1957.

August



Handwritten signature of the notary public, Jessie D. Valenti.

JESSIE D. VALENTI Notary Public, Philadelphia, Pa.

Notary Public - CAROLINA

171

851640

Warranty Deed

ROBBINS & CANNOVA
Attorneys at Law
1939 HARRISON STREET
HOLLYWOOD, FLORIDA

STATUTORY

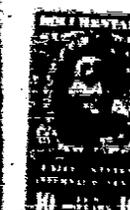
This Indenture, Made this 16th day of August, A. D. 1957, Between
HELEN HOLTZMAN joined by her husband JOSEPH HOLTZMAN and
ESTHER SWEETWINE joined by her husband THEODORE SWEETWINE
of the County of Dade, State of Florida, parties of the first part, and
OSCAR SWEETSMAN

whose post office address is 1939 Harrison Street, Hollywood
of the County of Broward, in the State of Florida, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
Ten and no/100 Dollars,
and other good and valuable considerations to them in hand paid by said party of the second part, the receipt
whereof is hereby acknowledged, have granted, bargained and sold to the said party of the second part, his
heirs and assigns forever, the following described land, situate, lying and being in the County of Broward
in the State of Florida, to-wit:

Lot Four (4) in Block Three (3) of ATLANTIC SHORES
NORTH BEACH SECTION, according to the plat thereof
recorded in Plat Book 9 at Page 35 of the Public
Records of Broward County, Florida.

Subject to real estate taxes for 1957 and subsequent
years.



AUG 21 9 25 AM 1957

and the said parties of the first part do hereby fully warrant the title to said land, and will defend the
same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hand and
seal the day and year first above written.

Signed, sealed and delivered in our presence:
William L. Bedard
Walter Smith
James D. ...
...

Witnesses
as to
Holtzman

Helen Holtzman (Seal)
Joseph Holtzman (Seal)
Esther Sweetwine (Seal)
Theodore Sweetwine (Seal)

Witnesses as to Sweetwine
STATE OF MICHIGAN
COUNTY OF WAYNE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments,
I have appeared HELEN HOLTZMAN joined by her husband JOSEPH HOLTZMAN
and they are the persons described in and who executed the foregoing instrument and they
acknowledged to me that they executed the same.
Witness my hand and official seal to the County and State last aforesaid this
16th day of August, A. D. 1957.



Robert T. ...
Notary Public

My commission expires July 27, 1959

Subscribed and sworn to before me this 16th day of August, A. D. 1957, at Hollywood, Florida.

40
12/3/54

108 REG 179

55-10139

This Indenture

Made this 22nd day of February, A. D. 1954
Between CLARA B. WARTMAN, an unmarried woman,

of the County of Dade in the State of Florida
part y of the first part, and ESTER SWEETWINE and HELEN HOLTSMAN, whose address
is 301 Oregon Street, Hollywood, Florida,

of the County of Broward in the State of Florida
partes of the second part.

Witnesseth, that the said party of the first part, for and in consideration
of the sum of Ten Dollars and other valuable considerations - - - - -
to her in hand paid by the said parties of the second part, the receipt
whereof is hereby acknowledged has granted, bargained and sold to the
said parties of the second part their hereunto assigns
forever, the following described land, to-wit: lying and being in the County of
Broward State of Florida, to-wit:

Lot 4 of Block 3 of ATLANTIC SHORES NORTH BRACH
SECTION, according to the Plat thereof recorded
in Plat Book No. 9 at page 36 of the public records
of Broward County, Florida.

SUBJECT to taxes for the year 1954.



And the said party of the first part hereby fully warrant the title to said
land, and will defend the same against the claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto
set hand and seal the day and date first above written.
Signed, Sealed and Delivered in Our Presence

M. L. Grogan

Clara B. Wartman

Sara L. Grogan

State of Florida,
County of Broward

I HEREBY CERTIFY, that on this day personally appeared before me, an
officer duly authorized to administer oaths and take acknowledgments,
Clara B. Wartman, an unmarried woman,

to me and known to me to be the individual described in and who
executed the foregoing deed, and she acknowledged before me that
she executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal
County of Broward and State of Florida, this
22nd day of February, A. D. 1954.



Commission Expires

Notary Public, State of Florida at Large.
My Commission expires Aug. 1, 1955.
Issued by American Title and Bond Company, Inc.

James D. Simpson
Notary Public

Grant

STANDARD FORM NO. 3

OFFICE OF THE REGISTER

This Indenture, Made this 12th day of April, 1927, A.D. 1927.

Between Alfons B. Landa and Consuelo M. Landa, his wife,

of the City of Washington and District of Columbia parties of the first part, and Clara B. Hartman, whose mailing address is c/o John W. Cok, Sr., 510 Clay St., Jerseyville, of the County of Jersey and State of Illinois

part 3 of the second part, that the said part 100 of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, in full granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part 3 of the second part and her heirs and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

Lot Four (4) of Block Three (3) of ATLANTIC SHORES NORTH BEACH SECTION, according to the plat thereof recorded in Plat Book No. 9, page 36, of the public records of Broward County, Florida.



Together with all the covenants, conditions and appurtenances, with every privilege, right, title, interest and estate, power and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: To Have and to Hold the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances and that they have good right and lawful authority to sell the same; and the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

In Witness Whereof, the said parties of the first part in full presence of their hand and seal the day and year above written.

Signed, sealed and delivered in our presence:
Alfonso Landa
Consuelo M. Landa
Clara B. Hartman
John W. Cok, Sr.

Alfonso Landa
Consuelo M. Landa

QUIT-CLAIM DEED

DEED FORM 9

DEED FORM 9

This Indenture, Made this 17th day of April, A. D. 19 42,

between Edward H. Wentworth and Viola H. Wentworth, his wife

_____ of the
County of Broward and State of Florida, part 1st of the first part, and

Alford B. Landa of the County of
Washington and State of District of Columbia / part Y of the second part.

WITNESSETH. That the said part 1st of the first part, for and in consideration of the sum of
Ten (\$10.00) and other valuable considerations Dollars

in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged,
he vs. retained, released and quit-claimed, and by these presents do release, release and
quit-claim unto the said part Y of the second part and his heirs and assigns, forever,
all the right, title, interest, claim and demand which the said part 1st of the first part has
in and to the following described lot, piece, or parcel of land, situate, lying and being in
the County of Broward, State of Florida, to-wit:

Lot 4 of Block 3 of Atlantic Shores, North
Beach Section, according to the plat thereof
recorded in Plat Book 9 at page 36 of the Public
Records of Broward County, Florida, said land
situate, lying and being in Broward County, Florida,



TO HAVE AND TO HOLD the same, together with all and singular the appurtenances there-
unto belonging or in anywise appertaining, and all the estate, right, title, interest and claim what-
soever of the said part 1st of the first part, either in law or equity, to the only proper use, benefit
and behoof of the said part Y of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their
hand, and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Virginia M. Wheeler } Edward H. Wentworth (hus)
Edward H. ... } Viola H. Wentworth

DEED 404 REG 154

STATE OF Florida

COUNTY OF Dade

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Edward H. Wentworth and Viola H. Wentworth, his wife

to me well known to be the person... described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said Viola H. Wentworth, known to me to be the wife of the said Edward H. Wentworth, on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed the foregoing Deed for the purpose of relinquishing, alienating and conveying all her right, title and interest, whether dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Miami, County of Dade, State of Florida, this 17th day of April, A. D. 19 42



Virginia M. Wheeler
Notary Public, State of Florida at Large

Official Commission expires: 3-16-44

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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STATE OF FLORIDA
COUNTY OF DADE
This instrument was recorded by me on
at APR 17 1942 and entered in book
of 153 on page 153

E. A. GIBNETT, Clerk of the Court
George...



Handwritten notes on the left margin.

221786

D E E D

Whereas, the undersigned, as Special Master in Chancery, pursuant to a decree of the Circuit Court of the 22nd Judicial Circuit of Florida, in and for Broward County, dated April 20, 1935, wherein Nellie K. Ansberry, sometimes known as W. K. Ansberry, joined by her husband and next friend, T. T. Ansberry, were plaintiffs, and Atlantic Shores Holding Company et al., were defendants, in Chancery No. 6986, executed a Master's Deed, dated July 3, 1935, which deed was recorded on May 20, 1940, in Deed Book 358 on page 185, in the office of the Clerk of said Circuit Court; and

Whereas, the property conveyed by said deed was described as being in the North Beach Section of Atlantic Shores, according to the plat thereof recorded in Plat Book 9, page 28, of the public records of Broward County, Florida, and

Whereof, the said page 28 of the said Plat Book 9, referred to, was a typographical error, and should have been page 25 of Plat Book 9;

NOW, THEREFORE, for the purpose of correcting said typographical error, the undersigned, as such Special Master in Chancery, does hereby grant, bargain and sell, alien, release, convey and confirm unto the said Nellie K. Ansberry, sometimes known as W. K. Ansberry, her heirs and assigns, the following lots or parcels of land in the County of Broward, State of Florida, each lying and being in the North Beach Section of Atlantic Shores, according to the plat thereof recorded in Plat Book 9, page 25, of the public records of Broward County, Florida, viz.:

Lots 1 and 2, Block 1; Lots 3 and 4, Block 1; Lot 26, Block 1; Lot 27, Block 1; Lot 28, Block 1; Lots 2, 3 and 4, Block 2; Lots 25, 26 and 27, Block 2; Lots 1, 2, 3 and 4.

DEED 403 ~~404~~ 214

Block 4; Lot 7, Block 4; Lots 28, 29 and 30, Block 4; Lots 3, 5, 7, 28, 29 and 30, Block 5; Lots 1, 2, 4, 5, 6, 7, 28, 29 and 30, Block 6; Lots 1, 2, 3, 4, 5, 28, 29 and 30, Block 7; Lots 1, 2, 4 and 5, Block 8; Lot 6, Block 8; Lot 28, Block 8; Lot 1, Block 9; Lots 2, 3, 4, 5, 6, 29 and 30, Block 9; Lot 7, Block 9; Lot 28, Block 9; Lots 1, 2, 3, 4, 5, 6, 7, 28, 29 and 30, Block 10; Lots 1, 2, 5, 6, 7, 28, 29 and 30, Block 11; Lots 1, 3, 4, 5, 6, 7, 8 and 28, Block 12; Lot 2, Block 12; Lots 3, 4 and 29, Block 13; and Lot 6, Block 13.

IN WITNESS WHEREOF, the undersigned, as such Special Master in Chancery, has hereunto set her hand and seal, this February 26, 1942.

Witnesses:

Paul Stansell
Lillian S. Wagoner

[Signature] (SEAL)
As Special Master in Chancery, as aforesaid

STATE OF FLORIDA,

BROWARD COUNTY:

I HEREBY CERTIFY that on this day personally appeared before me ELLA JO STOLLBERG, to be personally known, and she acknowledged to and before me that she executed the foregoing corrective deed, as Special Master in Chancery, as aforesaid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Hollywood, Broward County, Florida, this February 26, 1942.

Lillian S. Wagoner
NOTARY PUBLIC,
State of Florida at large.
My Commission expires: *Jan 26/1946*

STATE OF FLORIDA }
COUNTY OF BROWARD }
This instrument filed for record *2:21* day
of APRIL 1942 and recorded in book 403
of RECORDS on page 223 RECORDS VERIFIED
E. R. DEWITT, Clerk of the Circuit Court

[Signature]



ATTORNEYS' TITLE FUND SERVICES, LLC.

The instrument ordered is not available due to skipped pages on the film. Please contact your local branch.

This Indenture, Made this 10th day of September A. D. 1941

between Mella K. Ansherry and Timothy T. Ansherry, her husband,

of the County of _____ and State of _____ parties of the first part, and

Alfons B. Landa, of Washington, D. C., _____ of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

Ten Dollars and other valuable considerations

in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said parties of the second part and his heirs and assigns, forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Broward State of Florida, to-wit:

Lot 28 of Block 1; Lots 4, 5, 6, 7, 28, 29 of Block 3; Lots 2, 3, 4, 5, 7, 28, 29, 30 of Block 4; Lots 5, 7, 28, 29, 30 of Block 5; Lots 1, 2, 4, 5, 6, 7, 28, 29, 30 of Block 6; Lots 3, 4, 5, 28 of Block 7; Lots 4, 5, 6, 28, 29 of Block 8; Lots 1, 2, 3, 4, 5, 6, 7, 28, 29, 30 of Block 9; Lots 1, 2, 5, 6, 7, 28, 29, 30 of Block 11; Lots 1, 2, 3, 4, 5, 6, 7, 8, 28, 29 of Block 12; Lots 3, 4, 5, 6, 7, 29 of Block 13; all in ATLANTIC SHORES, NORTH BEACH SECTION, according to the official map or plat thereof filed in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book No. 9, at page 36.

This deed is given for the purpose of correcting the description as contained in deed recorded in Deed Book 371, page 253, of the public records of Broward County, Florida, wherein the plat of Atlantic Shores, North Beach Section, was referred to as being recorded in Plat Book 9, page 34, whereas said plat is actually recorded in Plat Book 9, page 36.



TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of: [Signatures]

STATE OF District of Columbia, ss:

CONCORDIA

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly qual-
ified to administer oaths and take acknowledgments, Nelle K. Ansberry and
Timothy T. Ansberry, her husband,

to me well known to be the person described in and who executed the foregoing deed, and ac-
knowledged before me that they executed the same freely and voluntarily for the purposes
therein expressed.

AND I FURTHER CERTIFY, That the said Nelle K. Ansberry known to me
to be the wife of the said Timothy T. Ansberry on a separate and private
examination taken and made by and before me, separately and apart from her said husband, did
acknowledge that she executed the foregoing Deed for the purpose of relinquishing, alienating
and conveying all her right, title and interest, whether dower, homestead or of separate property,
statutory or equitable, in and to the lands described therein, and that she executed the said deed
freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from
her said husband.

WITNESS my hand and official seal at Washington, D. C.
this 15th day of September A. D. 1941

Margaret T. Brady
Notary Public, Washington, D. C.

My commission expires
April 30, 1945

Quit-Claim Deed

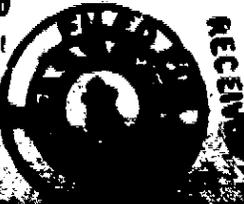
From
Nelle K. Ansberry & her
TO
Alfred B. Evans

Dated the 15th day of September
A. D. 1941

Filed for record on _____
Recorded in Book _____ Page _____
Clerk

STATE OF FLORIDA
COUNTY OF BROWARD
This instrument filed for record 19th day
of SEPT. 1941 and recorded in Book 393
at _____ on page 220 RECORD VERIFIED
E. R. BENNETT, Clerk of the Circuit Court
George Deane

Returns to:
Alfred B. Evans,
Barnes Bldg., 625 - 1st
Washington, D. C.



ATTORNEYS' TITLE FUND SERVICES, LLC

The requested document was not found.
Please contact your local branch.

WARRANTY DEED

STATE OF FLORIDA

212433

This Indenture, Made this 28th day of June A.D. 1940.

Between NELLE K. ANSBERRY, and TIMOTHY T. ANSBERRY, her husband,

of the County of Estancia and State of Ohio part 102 of the first part, and EDWARD H. WESTWORTH, and VIOLA H. WESTWORTH, his wife, whose mailing address is of the County of Broward and State of Florida

parties of the second part. Witnesseth, that the said part 102 of the first part, for and in consideration of the sum of Ten (10.00) Dollars, and other good and valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part and their heirs and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

Lot 4, Block 3, in the North Beach section of ATLANTIC SHORES, a subdivision of part of Sections 23 and 24, Township 51 South, Range 42 East, according to the plat whereof recorded in Plat Book 9, Page 36, of the Public Records of Broward County, Florida.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest, and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining To Have and to Hold the same in fee simple forever.

And the said part 102 of the first part do covenant with the said part 100 of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances and that they have good right and lawful authority to sell the same; and the said part 102 of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part 102 of the first part has hereunto set their hand and seal on the day and year above written.

Signed, sealed and delivered in our presence:

Handwritten signatures: Laura M. Ansberry, Timothy T. Ansberry, Edward H. Westworth, Viola H. Westworth.

370 No. 400
State of Florida, New Hampshire

County of Grafton

I Herely Certify, That this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared NELLE E. ANSBERRY, and TIMOTHY T. ANSBERRY, her husband,

to me well known and known to me to be the individual described in and who executed the foregoing deed, and who acknowledged then and there before me that they executed said deed.

And I Further Certify, That the said NELLE E. ANSBERRY known to me to be the wife of the said TIMOTHY T. ANSBERRY, on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal this 27th day of

June

A. D. 1940

W. M. Conway

Notary Public-Grafton County
New Hampshire

My commission expires day of

July

A. D. 1944

Warranty Deed

Date

Abstract of Description

State of Florida,
County of Grafton

On this day of A. D. 19 at o'clock m., the instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages of Book in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit of said State, in and for said County.

FILED
NOTARY PUBLIC
STATE OF FLORIDA
Grafton County
JUN 27 1940
W. M. Conway



21257

ATTORNEYS' TITLE FUND SERVICES, LLC

The requested document was not found.
Please contact your local branch.

205107

358 193

SPECIAL MASTER'S DEED

THIS INDENTURE made the 3rd day of July, 1935, between ELLA JO STOLLBERG, as Special Master in Chancery, party of the first part, and HELLE E. ANSBERRY, sometimes known as H. E. ANSBERRY, as party of the second part, whose permanent address is Washington, District of Columbia;

WHEREAS, the Circuit Court of the Twenty-second Judicial Circuit, in and for the County of Broward, State of Florida, in Chancery, by its decree dated the 20th day of April, 1935, among other things, ordered, adjudged and decreed in a certain cause then pending in the said Court between Helle E. Ansberry, sometimes known as H. E. Ansberry, joined by her husband and next friend, T. T. Ansberry, plaintiff, and Atlantic Shores Holding Company, et al., et al., defendants, being Chancery cause No. 6904, that the premises described in said decree, and hereinafter particularly described, be sold by said Special Master at public auction, the said Master first giving two successive weeks notice of the time and place of sale in a newspaper published in Broward County, Florida, and,

WHEREAS, the said Special Master, Ella Jo Stollberg, and party of the first part to these presents, in pursuance of the said order and decree of the said Court in Chancery, did, on the 6th day of May, A. D. 1935, sell at public auction the said premises hereinafter particularly described, having first given due notice of the time and place and manner of said sale, with a description of the said premises agreeable to the order aforesaid;

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BOOK 358 PAGE 114

at which sale the said premises hereinafter particularly described, were sold to the said party of the second part for the sum set opposite the particularly described lot or lots, each of said sums being the highest sum bidden for the property so sold for that sum; the total purchase price for all of said property being the sum of \$2,482.92.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that the said Special Master, for the purpose of consummating and perfecting the said sale so made, as aforesaid, in pursuance of the said decree of this Court of Chancery, in consideration of the premises and of the sum set opposite each lot or group of lots listed below, totaling the sum of \$2,482.92, paid at the time of the execution hereof, by the said party of the second part, to the said Special Master, the receipt whereof she does hereby acknowledge, has granted, bargained and sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain and sell, alien, release, convey and confirm unto the said party of the second part, and to her assigns forever, the following lots or parcels of land in the County of Broward, State of Florida, each lying and being in the North Beach Section of Atlantic Shores, according to the plat thereof recorded in Plat Book 9, page 30 of the Public Records of Broward County, Florida, viz:

Lots One (1) and Two (2), Block 1,	\$ 80.70
Lots Six (6) and Seven (7), Block 1,	49.59
Lot Twenty-eight (28), Block 1,	12.75
Lot Thirty (30), Block 1,	22.14
Lot Four (4), Block 3,	50.38
Lots Five (5), Six (6) and Seven (7), Block 3,	51.36
Lots Twenty-eight (28), Twenty-nine, (29) and Thirty (30), Block 3,	32.50
Lots One (1), Two (2), Three (3) and Five (5), Block 4,	146.72
Lot Seven (7), Block 4,	12.75
Lots Twenty-eight (28), Twenty-nine (29) and Thirty (30), Block 4,	32.03

358 - 195

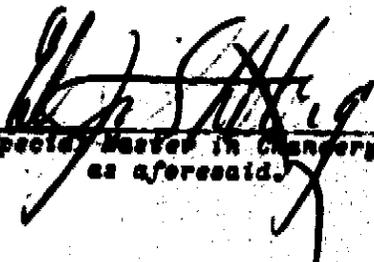
Lots Three (3), Five (5), Seven (7), Twenty-eight (28), Twenty-nine (29) and Thirty (30), Block 2,	\$ 154.44
Lots One (1), Two (2), Four (4), Five (5), Six (6), Seven (7), Twenty-eight (28), Twenty-nine (29) and Thirty (30), Block 6,	237.81
Lots One (1), Two (2), Three (3), Four (4), Five (5), Twenty-eight (28), Twenty-nine (29) and Thirty (30), Block 7,	240.11
Lots One (1), Two (2), Four (4) and Five (5), Block 8,	159.70
Lot Six (6), Block 8,	19.20
Lot Twenty-eight (28), Block 8,	12.75
Lot One (1), Block 9,	50.73
Lots Two (2), Three (3), Four (4), Five (5), Six (6), Twenty-nine (29), and Thirty (30), Block 9,	204.73
Lot Seven (7), Block 9,	12.14
Lot Twenty-eight (28), Block 9,	14.10
Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Twenty-eight (28), Twenty-nine (29) and Thirty (30), Block 10,	267.37
Lots One (1), Two (2), Five (5), Six (6), Seven (7), Twenty-eight (28), Twenty-nine (29) and Thirty (30), Block 11,	191.42
Lots One (1), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), and Twenty-eight (28), Block 12,	205.45
Lot Two (2), Block 12,	29.21
Lots Three (3), Four (4), and Twenty-nine (29), Block 13,	122.97
Lot Six (6), Block 13,	22.14
Total.....	\$ 2,452.92

together with all and singular, the rights, privileges, hereditaments and appurtenances to each of said lots or parcels of land belonging or in anywise appertaining.

TO HAVE AND TO HOLD all and singular the above premises above mentioned and described and hereby granted or conveyed or intended so to be and the appurtenances unto the said party of the second part, her heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever.

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IN WITNESS WHEREOF the said Special Master in Chancery has hereunto set her hand and seal, the day and year first above written.



Special Master in Chancery,
as aforesaid. (Seal)

Signed, sealed and delivered in the presence of





358 197

STATE OF FLORIDA)
COUNTY OF BROWARD)

I, an officer duly authorized to take acknowledgments, do hereby certify that ELLA JO STOLLBERG is well known to me and known to me to be the individual described in and who executed the foregoing Deed of Conveyance, and that she acknowledged before me that she executed the foregoing Deed as Special Master in Chancery aforesaid, for the purposes therein expressed.

Witness my hand and official seal this 3rd day of July, 1935, in the said State and County aforesaid.

Walter W. ...
Notary Public, State of Florida
at large. My commission expires
...



Spaid Master & child. I
[Signature]

STATE OF FLORIDA)
COUNTY OF BROWARD)
This instrument filed for record 20 day
July 1935 and recorded in Book 257
... on page 121 RECORD VERIFIED
L. B. HENNETT, Clerk of the Circuit Court
[Signature]

OFF. REC. 393 REG 555

643233

THIS AGREEMENT made and entered into in the City of Miami Beach, Dade County, Florida, this / 9 day of May, 1955 by and between JACOB KATZMAN, and THE DAN DEK CORPORATION, a Florida corporation.

WITNESSETH:

WHEREAS, by deed dated March 1, 1955 and recorded March 9, 1955 in Official Records Book III, page 477 of the Broward County Records, Sisco, Inc. granted and conveyed to The Dan Dek Corporation, a Florida corporation, Lots One (1), Two (2), and Three (3) to Block Three (3) of Johnson Street, West Beach Section, according to the plat thereof, recorded in Plat Book 9, page 26 of the Public Records of Broward County, Florida; said lands situate in Broward County, Florida, together with the improvements thereon; and

WHEREAS, aforesaid property was conveyed subject to the liens of three certain mortgages executed by Abraham H. Mizral and Cecelia M. Mizral, his wife, to Carl Loeb and Ruth Loeb, his wife, dated April 1, 1954, filed April 6, 1954 in Official Records Book 139, page 501, of the Broward County Records, securing payment in the original sum of Forty-five Thousand Dollars (\$45,000.00), with interest at six percent (6%), said mortgage having been assigned by Assignment of Mortgage to Jacob Katzman, dated October 27, 1954, filed November 3, 1954, in Official Records Book 235, page 646 of the Broward County Records, said mortgage covering lots 2 and 3 above described, and by Sisco, Inc., a Florida corporation, to Jacob Katzman dated November 9, 1954, filed November 9, 1954, in Official Records Book 235, page 611 of the Broward County Records, securing payment of principal sum of Ten Thousand Dollars (\$10,000.00), with interest at seven percent (7%) and interest on the principal sum of Ten Thousand Dollars (\$10,000.00).

JUN 11 1955

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WHEREAS, prior to the execution of the aforesaid deed, the aforesaid granters, Sirocco, Inc. had entered into a written agreement, dated October 28, 1954 with the aforesaid Jacob Katzman, holder of aforesaid mortgages, providing, inter alia, that upon the satisfaction by Sirocco, Inc. of a then existing mortgage debt in favor of American V. Penzi and Louis Francescon, the balances remaining due and unpaid on the mortgage loans heretofore described, were to be merged into a first mortgage loan covering lots 1, 2 and 3 heretofore described, with interest at six percent (6%) per annum, modifying the amounts and dates of payments, and leaving in full force and effect those terms not specifically modified, which agreement was not recorded, and the existence of which, at the date of the execution of the aforesaid deed, was not in fact known to The Dan Dee Corporation; and

WHEREAS, on March 9, 1955, satisfaction of the aforesaid mortgage to American V. Penzi and Louis Francescon was filed in Official Records Book 321, page 475 of the Broward County records in connection with foreclosure proceedings which had been instituted thereon; and

WHEREAS, it is contended by Jacob Katzman, that in pursuance of Paragraphs 3 and 6 of the aforesaid agreement with Sirocco, Inc., the combination of said mortgage and the terms in connection therewith, took effect on March 9, 1955 and that thereupon, The Dan Dee Corporation, as grantee, held title to the aforesaid premises subject to the liens and terms of the aforesaid respective mortgages, as modified by said agreement; and

WHEREAS, The Dan Dee Corporation has made tender of payments due under the terms of the aforesaid respective mortgages, which tender Jacob Katzman has refused to accept; and

WHEREAS, it is contended by The Dan Dee Corporation that it has title subject only to the terms contained in the respective mortgage deeds, as

OFF. REC 383 46557

recorded at the date of the aforesaid deed from Siracco, Inc. to it as grantee; however and notwithstanding, it would be willing to acknowledge that it holds title subject to the terms of Paragraphs 3 and 6 of the aforesaid agreement, but that said terms require additional clarification as to the exact dates on which payments are due and as to which of the conflicting terms in each of the respective notes and mortgages, not specifically modified by the aforesaid agreement, remain in full force and effect and apply to the consolidated mortgage loan of the aforesaid agreement; and

WHEREAS, it is the mutual desire of The Dan Dee Corporation and Jacob Katzman that litigation be avoided; that there be no default, and that the terms of the aforesaid loans be clearly defined.

NOW, THEREFORE,

In consideration of the aforesaid premises, and other good and valuable consideration passing between them, Jacob Katzman and The Dan Dee Corporation hereby agree and acknowledge as follows:

1. That checks in the sum of Two Thousand Four Hundred Forty-One Dollars and Twenty-five Cents (\$2441.25) and Two Hundred Fifty Dollars (\$250.00) of the Dan Dee Corporation, tendered in payment under the terms of the respective aforesaid mortgages, described in Paragraph 3 hereinafter, be held in escrow by Herman M. Berk, Attorney, until the receipt of payment referred to in Paragraph 12 hereinafter.

2. Jacob Katzman shall forthwith cause to be recorded in the Official County Records of Riverside County, the aforesaid agreement of October 25, 1954 between him and Siracco, Inc. and the within agreement, in respective order.

3. That on March 9, 1935, and as of the date of these presents, the unpaid principal balance on the promissory note in the original sum of Forty-five Thousand Dollars (\$45,000.00) secured by mortgage recorded in Official Records Book 130, page 501 of the Broward County records, was and is Forty-three Thousand Eight Hundred and Seventy-five Dollars (\$43,875.00) with interest paid to October 1, 1934; and the unpaid principal balance on the promissory note secured by mortgage recorded in Official Records Book 239, page 611 of the Broward County records, was and is Nine Thousand Seven Hundred and Fifty Dollars (\$9,750.00) with interest paid to February 5, 1935. The accrued interest of seven percent (7%) on the latter unpaid principal balance from February 5, 1935 to March 9, 1935, is Fifty-nine Dollars and Fifty-five cents (\$59.55) and the accrued interest of six percent (6%) on the former unpaid principal balance from October 1, 1934 to March 9, 1935 is One Thousand One Hundred Forty-six Dollars and Seventy Cents (\$146.70) totalling a combined accrued interest of One Thousand Two Hundred Six Dollars and Twenty-five Cents (\$1206.25).

4. That The Dan Dee Corporation holds title to lots One (1), Two (2) and Three (3) in the Atlantic Shores, North Beach Section, heretofore more fully described, under and subject to the terms of the aforesaid mortgage loan, as modified by Paragraphs 5 and 6 of the aforesaid agreement, subject to the clarification hereinafter set forth in Paragraphs 5, 6, 7, 8 and 9.

5. Under the terms of the aforesaid agreement of October 28, 1934, the unpaid principal balances heretofore set forth in Paragraph 3 secured by the aforesaid respective mortgages, were on March 9, 1935 merged and consolidated into one first mortgage loan in the total sum of Fifty-three Thousand Six Hundred and Twenty-five Dollars (\$53,625.00), comprising all of lots One (1), Two (2) and Three (3) of the property above described, bearing interest at the rate of six percent (6%) per annum on all unpaid principal balances and payable at the rate of Sixteen Hundred

RE 363 559

Dollars (\$100.00) quarterly on the 9th day of each June, September, December and March of each year, commencing with June 9, 1955, all payments so made to be first applied to the payment of interest at the rate of six percent (6%) per annum on all unpaid balances and the balance toward the reduction of the consolidated principal indebtedness, irrespective of the manner of payment set forth in either or both of the aforesaid promissory notes evidencing the said indebtedness, contained in the mortgage deeds given as security for same.

6. Irrespective of any maturity date set forth in either of the aforesaid notes, it is agreed that the maturity date of the consolidated mortgage loan is each date on which said consolidated principal balance is paid in full, by the application thereto of the quarterly payments as set forth in Paragraph 5 hereinafore.

7. The provision contained in last clause of the Seventh Paragraph (reading "... in case it becomes necessary to protect the security hereof whether said be brought or not") and the provisions contained in the eighth, ninth and tenth paragraphs of the promissory note in the original sum of Ten Thousand Dollars (\$10,000.00) as they appear on pages 612 and 613 of the mortgage deed recorded in Official Record Book 239 of the Rowan County records, and the provisions of the "Rider" attached to said mortgage deed, and appearing on pages 616 and 617 of the aforesaid Record Book, are revoked, rescinded and cancelled.

8. The rate of interest on payments referred to in Paragraphs numbered "2", "3" and "4" of mortgage deed hereinafore referred to in Paragraph 7, and appearing on page 614 of Official Records Book 239, is six percent (6%) per annum of the year set forth therein.

9. The period within which payments are to be promptly made, as set forth in Paragraph numbered "7" of the aforesaid mortgage deed, and appearing on page 612 of Official Records Book 239, is thirty (30) days irrespective of the period of days set forth therein.

EX-383 560

10. All other terms in the respective notes and mortgage except as modified and clarified herein, remain in full force and effect.

11. As of the date of these presents, no default has occurred under the terms of the respective notes and mortgages hereinabove referred to.

12. Upon the recording of the agreements, as provided in Paragraph 2 hereinabove, The Dan Dee Corporation shall immediately make payment in the sum of Seventeen Hundred and Forty-three Dollars and Sixty-six Cents (\$1743.66) to Jacob Kaczan, which shall be accepted by him in lieu of the payment due on June 9, 1955, hereinabove set forth in Paragraph 5, and which shall be applied to the payment of accrued interest up to March 9, 1955 in the sum of Twelve Hundred and Six Dollars and Twenty-five Cents (\$1206.25) referred to in Paragraph 3 hereinabove and to the payment of Five Hundred Thirty-seven Dollars and Forty-one Cents (\$537.41) representing interest at six percent (6%) on the consolidated principal balance of Fifty-three Thousand Six Hundred and Twenty-five Dollars (\$53,625.00) from March 9, 1955 to May 9, 1955. The next payment shall be due on September 9th in the sum of Sixteen Hundred Dollars (\$1600.00) the same to be applied to the payment of interest from May 9, 1955 to September 9, 1955, and the balance to the reduction of the unpaid consolidated principal balance; all other payments to be made and applied as set forth in Paragraph 3 hereinabove.

13. Upon receipt of the aforesaid payment, the checks referred to in Paragraph 1 hereinabove, shall forthwith be returned to Hans Kotzin, Attorney for The Dan Dee Corporation.

14. The Dan Dee Corporation shall and does not assume any obligation under and by virtue of the mortgage deeds referred to in Paragraph 3 hereinabove as herein modified, other than taking the aforesaid payments under and subject to the sum of said mortgage debts as herein modified; and Jacob Kaczan agrees that

7-30-51

he will look solely and exclusively to an execution or foreclosure upon said premises for the satisfaction of any default of the terms and conditions of said mortgage deeds as herein modified. Provided, however, that same shall apply solely to The Dan Doe Corporation, its successors and assigns, in and to the predecessors in title.

15. This agreement contains the entire contract between the parties and there are no understandings, undertakings or covenants, express or implied, oral or written, except as set forth herein. The conditions of this agreement shall not be altered, modified, enlarged or diminished except by a writing signed by the parties hereto.

16. This agreement shall be binding upon and enforce to the benefit of the heirs, devisees, assigns and legal representatives of Jacob Katzman, and upon the successors and assigns of The Dan Doe Corporation.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Jacob Katzman has herewith set his hand and seal, and The Dan Doe Corporation has herewith caused these presents to be signed by its President and attested by its Secretary, on the day and year first above written.

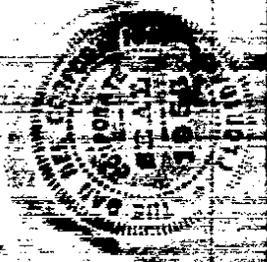
Signed, Sealed and Delivered
in the Presence of:

Phyllis M. Bell
As to Jacob Katzman

Jacob Katzman (Seal)
Jacob Katzman

Paul H. [unclear]
As to The Dan Doe Corporation

The Dan Doe Corporation, a Florida Corporation
by Samuel [unclear] President
Attest: Myrtle Katzman Secretary



State of Florida :

County of Dade :

ST. 383 562

BEFORE me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared JACOB KATZMAN, who, having first been duly sworn, depose and says that he is the individual described in and who executed the foregoing Agreement and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed and desires the same to be recorded as such.

Sworn to at _____

Subscribed this 3 day

of August, 1955.

Handwritten signatures of Jacob Katzman and another individual.



Notary Public, State of Florida at Large
My Commission Expires Aug. 22, 1956
By _____

STATE OF FLORIDA)
) S.S.
COUNTY OF HOWARD)

383-554

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared Abraham Morad and Cecilia M. Morad President and Secretary respectively of SIMOCO, INC., a Florida corporation, who each after first being duly sworn, did depose and say that they executed the foregoing agreement for and in behalf of SIMOCO, INC. and acknowledge that they executed the same freely and voluntarily for the purposes therein expressed.

SIMOCO, INC.

By *Abraham Morad*

Cecilia M. Morad



SWORN TO AND SUBSCRIBED BEFORE ME this 20th day of October, 1954.

Elizabeth J. Albrecht

Notary Public, State of Florida at Large

My Commission Expires

Notary Public, State of Florida at Large
My Commission Expires March 31, 1955
Bonded by American Surety Co. of N. Y.

APPROVED BY OFFICIAL RECORDS CLERK
OF HOWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

623166

Warranty Deed

This Deed is made this 1st day of March, A. D. 1955.

BETWEEN SIROCCO, INC.,

a corporation

existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida,

and lawfully authorized to transmit business in the State of Florida, party of the first part, and

THE DAN DEE CORPORATION,

a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida,

and lawfully authorized to transmit business in the State of Florida, party of the second part, whose address is: 1505 S. Surf Road, Hollywood, Florida,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS

to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever,

the following described land situate, lying and being in the County of Broward and State of Florida, to-wit:

Lots One (1), Two (2) and Three (3), in Block Three (3), of ATLANTIC SHORES, NORTH BEACH SECTION, according to the plat thereof recorded in Plat Book 9, page 36, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida; TOGETHER with the improvements thereon.

N. B. Subject to assessments, reversions and restrictions of record, and taxes for the year 1955 and subsequent years.

N. B. This deed is executed and the above property is conveyed subject to the liens of those certain mortgages executed by Abraham H. Morad and Cecilia M. Morad, his wife, to Carl Loeb and Ruth Loeb, his wife, dated April 1, 1954, filed April 6, 1954, in Official Records Book 130, page 301, of the Broward County Records; originally securing payment of the principal sum of \$45,000; and by Sirocco, Inc., a Florida corporation, to Jacob Katsman, dated November 5, 1954, filed November 9, 1954, in Official Records Book 239, page 611 of the Broward County Records; originally securing payment of the principal sum of \$10,000. As part of the consideration hereof grantee expressly assumes and agrees to pay the balance of said mortgages according to the terms of the notes secured thereby.



NO 9 3-1-55

Handwritten signature or text at the bottom of the page.

321 474



The State of Florida, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the city and county of Broward, Florida.

SIROCCO, INC., a Florida corporation

Cecilia M. Morad, Secretary, and Abraham H. Morad, President.

Witness my hand and delivered in the presence of us:
Charles Holcomb
James Curdie
State of Florida,

County of BROWARD
I hereby certify that on this 1ST day of March

A. D. 1955, before me personally appeared ABRAHAM H. MORAD
and CECILIA M. MORAD President and Secretary respectively of
SIROCCO, INC., a corporation under the laws of
Florida

to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

My hand and official seal at Hollywood,
Broward
County, Florida,



FRANK H. MARKS
CLERK OF CIRCUIT COURT

Charles Holcomb
Notary Public in and for the State of Florida
My Commission Expires March 29, 1956
Qualified by American Surety Co. of N. Y.

Warranty Deed
(FROM CORPORATION TO CORPORATION)
FROM _____ TO _____
STATE OF FLORIDA
County of _____
On this _____ day of _____ A. D. 19____
I, the undersigned, a Notary Public in and for the State of Florida, do hereby certify that the foregoing instrument was signed by the persons whose names are therein set forth as having signed the same, and that they acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

584912

This Indenture,

Made this 23rd day of July 1954

Between PETER DAMA and MARGARET DAMA, his wife, and SAM WOFCHUCK and JEAN WOFCHUCK, his wife, of the County of Queens in the State of New York parties of the first part, and ROBERT J. FITZPATRICK and ANN M. FITZPATRICK, husband and wife,

of the County of Bergen in the State of New Jersey parties of the second part, whose address is:

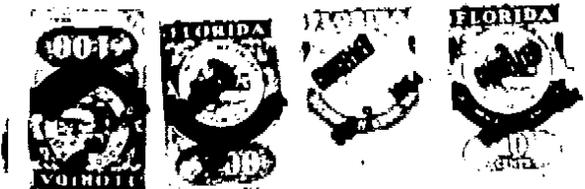
652 Second Ave., Lyndhurst, New Jersey,

Witnesseth:

That the parties of the first part for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to them in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, have granted, sold and sold to the said parties of the second part their right, title and interest in and to the following described land, to-wit:

Lots Sixteen (16), Seventeen (17), Eighteen (18), and Nineteen (19), in Block 21, BEVERLY PARK, according to the plat thereof recorded in Plat Book 25, page 44, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

N.B. Subject to easements and restrictions of record, and taxes for the year 1954 and subsequent years.



And the said parties of the second part do hereby fully warrant and defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of:

Harve Ekemer
Fred Goss

Peter Dama
Margaret Dama
Sam Wofchuck
Jean Wofchuck



B. ROY A. LEEDS, ATTYS.
1700 W. BLDG
JACKSONVILLE, FLORIDA

State of NEW YORK
County of *Lucas*

I Hereby Certify, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PETER DAMA and MARGARET DAMA, his wife, and SAM WOFCHUCK and JEAN WOFCHUCK, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same

Witness my hand and official seal in the County and State last aforesaid this day of 23 July A. D. 1954

Lucille Selensick
Notary Public.
My commission expires
MAY 1 1955

Warranty Deed

PETER DAMA, et ux, and SAM WOFCHUCK, et ux

In

JAMES FITZPATRICK, et ux

Date July 23, 1954

Abstract of Description

Lots 16, 17, 18 and 19, BEVERLY PARK

State of Florida,
County of

In Witness Whereof,

[Faint signature and text]

LEWIS ATTY'S

And I Further Certify, That the said

known to me to be the wife of the said

on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband

Witness my hand and official seal in the County and State last above and this day of A. D. 19

Notary Public.
My commission expires

OFF. REC. 130 PAGE 499

542719

This Indenture,

Made this Twenty-seventh day of March, A. D. 1934

Between CARL LOEB and RUTH LOEB, his wife,

of the County of ~~DEKALB~~ in the State of ~~MISSISSIPPI~~
parties of the first part, and ABRAHAM H. MORAD and CECILIA M. MORAD,
his wife,

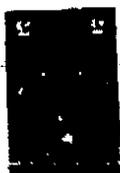
of the County of Broward in the State of Florida
parties of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations ~~to them~~ in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged have granted bargained and sold to the said parties of the second part their heirs and assigns forever, the following described land situate, lying and being in the County of Broward, State of Florida

Lot Three (3), Block Three (3), ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof recorded in Plat Book 9, Page 36, of the Public Records of Broward County, Florida; together with all of the improvements thereon and all furniture, furnishings and equipment therein contained.



SUBJECT TO 1934 TAXES.



And the said parties of the first part do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whatsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in presence of us
[Signature]
[Signature]

Carl Loeb
Ruth Loeb



RE 130 500

State of MASSACHUSETTS
County of BERKSHIRE

I Herby Certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

CARL LOEB and RUTH LOEB, his wife,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 27th day of March A. D. 1954

Madeline [Signature]
Notary Public,
My commission expires
May 25, 1956



RECORDED IN OFFICIAL RECORDS BOOK
OF BERKSHIRE COUNTY, MASSACHUSETTS
FRANK H. MARKS
CLERK OF CIRCUIT COURT

CHAPTER 208

On this day of at o'clock P. M. this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on page of Book in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of said State, in and for said County.

State of Florida,
County of

Date

Abstract of Description

To

Warranty Deed

STATE OF MASSACHUSETTS COUNTY OF BERKSHIRE SS.

And I further Certify, That the said Ruth Loeb

known to me to be the wife of the said Carl Loeb

on a separate and private communication, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal in the County and State last aforesaid this 27th day of March A. D. 1954



543460

Warranty Deed

This Indenture, made this 18th day of December, A.D. 1952

BETWEEN NETTIE BARK, as Trustee, a widow

of the County of COOK Illinois
in the State of ILLINOIS party of the first part, and
CARL LOEB and RUTH LOEB, his wife, as tenants by the entirety
with full right of survivorship
Telouch - 4629 2 summit Ave Chicago
of the County of COOK ILLINOIS
in the State of ILLINOIS party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

to her in hand paid by the parties of the second part, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said parties of the second part,

their heirs and assigns, forever, the following described land, situate, lying and being in the
County of Broward and State of Florida, to-wit:

Lot 3, Block 3, ATLANTIC SHORES, NORTH BEACH
SECTION, according to the PLAT thereof re-
corded in Plat Book 9 at Page 54 of the Pub-
lic Records of Broward County, Florida, to-
gether with all of the improvements thereon
situated and all furniture, furnishings and
equipment therein contained.



And the said party of the first part, do hereby warrant to the said party of the second part, and will defend
the title against the lawful claims of all persons claiming the same.

IN WITNESS WHEREOF, the said party of the first part, Nettie Bark, has hereunto set
her hand and the day and year first written.

Nettie Bark
Carl Loeb

State of Illinois

County of Cook

I, Frank H. Marks, Clerk of said County, do hereby certify that the following is a true and correct copy of the original as the same appears on the records of said County:

Warrant of Arrest for John J. Corral, in the case of People vs. John J. Corral

as the same appears on the records of said County, and the same is hereby certified to be a true and correct copy of the original as the same appears on the records of said County.

Witness my hand and official seal at Chicago, Illinois, this 7th day of December, A. D. 1922.

Frank H. Marks, Clerk of said County

County of Cook and State of Illinois

day of December, A. D. 1922

My commission expires Oct 7 1927

John J. Corral
Name Public, State of Illinois

FRANK H. MARKS
Clerk of Cook County

Warrant of Arrest

TO

State of Illinois

Witness my hand and official seal at Chicago, Illinois, this 7th day of December, A. D. 1922.

Frank H. Marks
Clerk of Cook County

WARRANTY DEED

This Warranty Deed, made this 14th day of April, 1937

BETWEEN CARL LAMB and EVEL LAMB, his wife

of the County of Broward, State of Florida, part 1st of the first part, and

NETTIE BANK, as Trustee

of the County of Cook, State of Illinois, part 1st of the second part.

WITNESSETH, That the said CARL LAMB and EVEL LAMB, of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

to them in hand paid by the part 2 of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said part 1 of the second part,

their heirs and assigns, forever, the following described land, situate, lying and being in the County of Broward and State of Florida, to-wit:

Lot 3, Block 3, ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof recorded in Plat Book 3122 Page 7 of the Public Records of Broward County, Florida, together with all of the improvements thereon situated and all furniture, furnishings and equipment therein contained.



1937 APR 14 PM 11

And this said part 1 of the second part hereby fully covenants with the said land, and does defend the same against the lawful claims of all persons claiming.

IN WITNESS WHEREOF, the said part 1 of the second part has hereunto set their hand and seal this 14th day of April, 1937.

Handwritten signatures and names at the bottom of the document.

REC. 52 235

State of ~~MISSOURI~~ ILLINOIS

County of COOK

RECORDED IN OFFICIAL RECORDS BOOK
OF DEKALB COUNTY, GEORGIA
FRANK H. MARAS
CLERK OF CIRCUIT COURT

I, **Henry Griffin**, Notary Public, personally appeared **Carl Lohb and Ruth Lohb, his wife** in me well known to be the persons described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Chicago

County of Cook and State of ILLINOIS

A. D. 1953

My Commission Expires Dec. 24, 1956

Notary Public, State of Illinois

Notary Seal

1953

TO

Notary

State of Illinois

County of

Notary Public, State of Illinois, personally appeared **Carl Lohb and Ruth Lohb, his wife** in me well known to be the persons described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Chicago

County of

A. D. 19

Notary Public, State of Illinois

85 50

REED 639 PAGE 151

326020

WARRANTY DEED

FORM NO. 1

OFFICE OF THE CLERK OF THE SUPREME COURT
STATE OF FLORIDA

This Indenture, Made this 28 day of September, A. D. 1947

BETWEEN William F. King and Irene O. King

of the County of Duval, in the State of Florida, part one of the first part, and
Caroline O. King, as tenants in
common, each an undivided one-half interest and not creating an
estate by entirety.

of the County of Duval, in the State of Florida, part two of the second part.

WITNESSETH, That the said part one of the first part, for and in consideration of the sum of
Two Dollars Dollars,
to Caroline O. King in hand paid by the part two of the second part, the receipt whereof is hereby
acknowledged, Caroline O. King granted, bargained and sold to the said part one of the second part,
Caroline O. King heirs and assigns, forever, the following described land, situate, lying and being in the
County of Duval and State of Florida, to-wit:

The following is a description of the land to be conveyed:
...
of the County of Duval, State of Florida, to-wit:
...
hereby confirmed.

Grantee mailing address: 1527 Tyler St. Hollywood, Flo.



And the said parties of the first part do hereby fully warrant the title to said land, and will
defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their
hands and seals the day and year first above written.

Signed, sealed and delivered in presence of us

[Signature]
[Signature]

William F. King
Irene O. King

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

to me well known to be the person described in and who executed the foregoing deed, and acknowledged before me that _____ executed the same freely and voluntarily for the purpose therein expressed.

AND I FURTHER CERTIFY, That the said _____ known to me to be the wife of the said _____ on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at _____

County of _____ and State of _____ this
day of _____ A. D. 19 _____

My Commission expires _____

Notary Public, State of Florida

RECORDS
Merritt's Deed

PARCER FORM D

From _____

To _____

Dated _____ 19 _____

STATE OF FLORIDA

County of _____

I, _____ Clerk of the Circuit Court in and for said County, hereby certify that the foregoing deed has this day been duly recorded in the public records of said County, in Book _____ Page _____

WITNESS my hand and seal this _____

day of _____ A. D. 19 _____

Clerk of Circuit Court

PARCER FORM D
MERRITT'S DEED

BY _____ D. C.

WARRANTY DEED

DEED 568 REG 26

101370

Manufactured by The U. S. G. Deed Company
Jacksonville, Florida

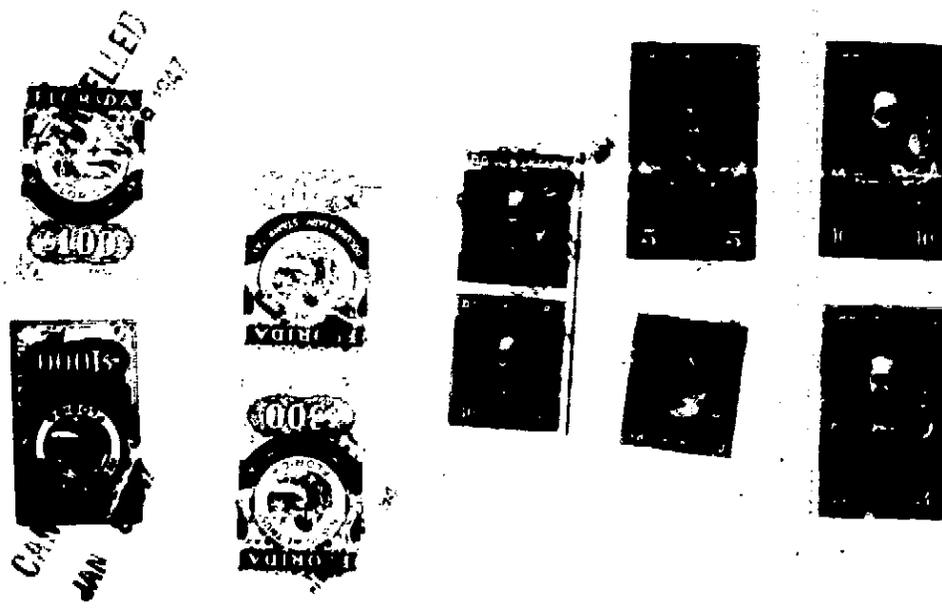
This Indenture,

Made this 7th day of January, A. D. 1947

Between JOSEPH BAUMGARTEN and TERESA MARIA BAUMGARTEN, his wife, of the County of Broward, in the State of Florida, part les of the first part, and WILLIAM F. KING and IRENE F. KING, his wife, of the County of Wayne, in the State of Michigan, part les of the second part, whose address is 13205 Mendota Ave. Detroit, 4, Michigan

Witnesseth: That the said part les of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, to them in hand paid by the said part les of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said part les of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida to-wit:

Lots Three (3), Twenty-eight (28), and Twenty-nine (29) Block Three (3), of ATLANTIC BEACH, NORTH BEACH SECTION, a subdivision of Sections 23 and 24, Township 51 South, Range 42 East, according to the plat thereof recorded in Plat Book 9, page 36, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.



And the said part les of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part les of the first part have hereunto set their hands and seal 8 the day and year first above written. Signed, sealed and delivered in presence of us

W. E. Mather
L. V. Mather

Joseph Baumgarten
Teresa Maria Baumgarten

State of FLORIDA
County of BROWARD

REC 568 127

I Herby Certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPH BAUMGARTEN and THERESE NISZLI BAUMGARTEN, his wife to me known to be the persons described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 7th day of January, A. D. 1947.

Richard V. Mather
Notary Public.
My commission expires Feb 20, 1950



STATE OF FLORIDA
COUNTY OF BROWARD
The instrument used for record
FILED IN BOOK
RECORDED
TED CABOT, Clerk of the Circuit Court

CHAPTER 21766 1943

DRAFTED

Warranty Deed

To

Date		Abstract of Description		To	
State of Florida, County of	On this _____ day of _____ A. D. 19__ at _____ o'clock _____ m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages _____ of said County.	In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of said State, in and for said County.	D. C. _____ Clerk.	D. C. _____ Clerk.	D. C. _____ Clerk.

THE NEW YORK BOOK COMPANY

STATE OF FLORIDA, COUNTY OF BROWARD, SS:

And I further Certify, That the said THERESE NISZLI BAUMGARTEN known to me to be the wife of the said JOSEPH BAUMGARTEN

on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal in the County and State last aforesaid this 7th day of January, A. D. 1947.
Richard V. Mather
Notary Public.
My commission expires Feb 20, 1950



ATTORNEYS' TITLE FUND SERVICES, LLC.

The instrument ordered is not on film or is not available
at this time due to damaged film.

Please contact your local branch.

State of Florida,

County of DADE DEED 455 PAGE 343

I HEREBY CERTIFY, That on this 24th day of January A. D. 1944, before me personally appeared

Edward D. Hodre and Patricia M. Hodre, his wife, to me known to be the persons described in and who executed the foregoing conveyance to Henry A. Keneroff

and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said Patricia M. Hodre

the wife of the said Edward D. Hodre, on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said deed of Conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily, and without any constraint, fear, apprehension or compulsion of or from her said husband.

WITNESS my signature and official seal at in the County of Dade and State of Florida, the day and year last aforesaid.

My Commission Expires

Notary Public

Bartholomew

Date

ABSTRACT OF DESCRIPTION

STATE OF FLORIDA, County of

On this day of A. D. 1944, at o'clock m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages of Book of Book public records of said County. In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the said State, in and for said County.

Clerk.

D. C.

RECORDED AGAINST COST.

STATE OF FLORIDA COUNTY OF DAVENPORT

This instrument filed for record on 15th day of Feb. 1944 and recorded in volume 15 of Public Records of said County. E. R. SMITH, Clerk of said County.

RECORDED



245743

3

**CITY OF HOLLYWOOD
HISTORIC PRESERVATION BOARD**

RESOLUTION NO. 06-H-107a

A RESOLUTION OF THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA, DIRECTING THE OFFICE OF PLANNING TO PREPARE A DESIGNATION REPORT FOR 11 PROPERTIES MORE SPECIFICALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" PURSUANT TO THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the City of Hollywood Historic Preservation Board (the Board), among other things, preserves and conserves properties of historical, architectural and archeological merit in the City, and protects and encourages the revitalization of historic sites and districts which have special historic, architectural or archeological value to the public; and

WHEREAS, requests for designation of individual Historic Sites may be made by the City Manager, pursuant to Section 5.6.D.1 of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, the City Manager as Applicant (File Number 06-H-107a), requests the designation of the properties more specifically described in the attached Exhibit "A" as individual Historic Sites; and

WHEREAS, after a majority vote, the Board directed the Office of Planning to prepare Designation Reports for consideration by the Board; and

WHEREAS, the Board has the authority to recommend the designation of areas, places, buildings, as individual sites, that are significant to the City's history, or possess an integrity of location, design, setting, material or workmanship pursuant to Section 5.6.C. of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, the Designation Report shall describe the historic, architectural and/or historic archeological significance of the property, and recommend Evaluation used by the Board to evaluate the appropriateness and compatibility of the proposed developments affecting the designated site pursuant to Section 5.6.D.3 of the City of Hollywood Zoning and Land Development Regulations; and

Return to: Office of Planning
City of Hollywood
2600 Hollywood Blvd, Room 315
Hollywood, FL 33020



(HISTORIC PRESERVATION BOARD RESOLUTION NO. 06-H-107a)

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby recommends the Office of Planning to prepare Designation Reports for consideration by the Board of the properties more specifically described in the attached Exhibit "A".

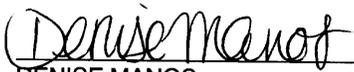
Section 2: That the Office of Planning is hereby directed to forward a copy of this resolution to the Planning and Zoning Board.

PASSED AND ADOPTED THIS 27TH DAY OF FEBRUARY, 2007.

RENDERED THIS THE 7th DAY OF March, 2007.


TAMARA PEACOCK, CHAIR

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the Historic
Preservation Board, City of Hollywood, Florida only


DENISE MANOS,
BOARD ATTORNEY

(HISTORIC PRESERVATION BOARD RESOLUTION NO. 06-H-107a)

EXHIBIT "A"
PROPOSED HISTORIC SITE DESIGNATIONS

332 Georgia Street
511 S. Surf Road
604 S. Surf Road
811 S. Surf Road
1401/1451 S. Surf Road
1500 S. Surf Road
1601 S. Surf Road
1700 S. Surf Road
1900 S. Surf Road
2101 S. Surf Road

**CITY OF HOLLYWOOD
HISTORIC PRESERVATION BOARD**

RESOLUTION NO. 06-H-107

A RESOLUTION OF THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA, DIRECTING THE OFFICE OF PLANNING TO PREPARE A DESIGNATION REPORT FOR PROPERTIES LOCATED SOUTH OF SHERMAN STREET, NORTH OF JEFFERSON STREET, EAST OF THE INTRACOASTAL WATERWAY AND WEST OF THE HOLLYWOOD BEACH BROADWALK AS MORE SPECIFICALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" PURSUANT TO THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the City of Hollywood Historic Preservation Board (the Board), among other things, preserves and conserves properties of historical, architectural and archeological merit in the City, and protects and encourages the revitalization of historic sites and districts which have special historic, architectural or archeological value to the public; and

WHEREAS, requests for designation of individual Historic Sites may be made by the City Manager, pursuant to Section 5.6.D.1 of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, the City Manager as Applicant (File Number 06-H-107), requests the designation of the properties more specifically described in the attached Exhibit "A" as individual Historic Sites; and

WHEREAS, after a majority vote, the Board directed the Office of Planning to prepare Designation Reports for consideration by the Board; and

WHEREAS, the Board has the authority to recommend the designation of areas, places, buildings, as individual sites, that are significant to the City's history, or possess an integrity of location, design, setting, material or workmanship pursuant to Section 5.6.C. of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, the Board excluded the following properties from the Designation Report: 313 Hayes Street and 511 North Surf Road; and

Return to: Office of Planning
City of Hollywood
2600 Hollywood Blvd, Room 315
Hollywood, FL 33020

(HISTORIC PRESERVATION BOARD RESOLUTION NO. 06-H-107)

WHEREAS, the Designation Report shall describe the historic, architectural and/or historic archeological significance of the property, and recommend Evaluation used by the Board to evaluate the appropriateness and compatibility of the proposed developments affecting the designated site pursuant to Section 5.6.D.3 of the City of Hollywood Zoning and Land Development Regulations; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby recommends the Office of Planning to prepare Designation Reports for consideration by the Board of the properties more specifically described in the attached Exhibit "A".

Section 2: That the Office of Planning is hereby directed to forward a copy of this resolution to the Planning and Zoning Board.

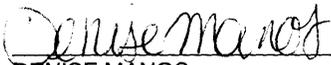
PASSED AND ADOPTED THIS 18TH DAY OF DECEMBER, 2006.

RENDERED THIS THE 10 DAY OF January, 2007.



LOUIS FRIEND, VICE-CHAIR

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the Historic
Preservation Board, City of Hollywood, Florida only



DENISE MANOS,
BOARD ATTORNEY

(HISTORIC PRESERVATION BOARD RESOLUTION NO. 06-H-107)

EXHIBIT "A"
PROPOSED HISTORIC SITE DESIGNATIONS

- | | |
|-------------------------|-------------------------|
| 309 Arizona Street | 2309 N. Ocean Drive |
| 317 Arizona Street | 326-328 Oklahoma Street |
| 312 Arthur Street | 330 Oklahoma Street |
| 1214 N. Broadwalk | 333 Oklahoma Street |
| 301 Buchanan Street | 301 Oregon Street |
| 319 Carolina Street | 316 Oregon Street |
| 311 Connecticut Street | 322 Oregon Street |
| 299 Connecticut Street | 317 Polk Street |
| 309 Crocus Terrace | 320 Polk Street |
| 312 Fillmore Street | 328 Polk Street |
| 323 Fillmore Street | 321 Roosevelt Street |
| 340 Garfield Street | 323 Roosevelt Street |
| 320 Georgia Street | 300 S. Surf Road |
| 324 Georgia Street | 500 N. Surf Road |
| 330 Georgia Street | *** |
| 325 Grant Street | 604 S. Surf Road |
| 334 Grant Street | 811 S. Surf Road |
| 310 Harrison Street | 900 N. Surf Road |
| 314 Harrison Street | 1401/1451 S. Surf Road |
| *** | 1500 S. Surf Road |
| 321 Hayes Street | 1601 S. Surf Road |
| 330 Hayes Street | 1700 S. Surf Road |
| 324 Indiana Street | 1900 S. Surf Road |
| 301 Jackson Street | 2101 S. Surf Road |
| 340 Jackson Street | 2104 N. Surf Road |
| 311 Lee Street | 2208 N. Surf Road |
| 300 Madison Street | 2307 N. Surf Road |
| 309 Madison Street | 2325 N. Surf Road |
| 329 Madison Street | 2400 N. Surf Road |
| 337 Monroe Street | 2500 N. Surf Road |
| 345 Monroe Street | 2700 N. Surf Road |
| 311 Nebraska Street | 2750 N. Surf Road |
| 322-324 Nebraska Street | 2760 N. Surf Road |
| 101 N. Ocean Drive | 2780 N. Surf Road |
| 809 S. Ocean Drive | 331 Taylor Street |
| 1900 N. Ocean Drive | 338 Taylor Street |
| 1908 N. Ocean Drive | 319 Tyler Street |
| 2200 N. Ocean Drive | 330 Virginia Street |



INSTR # 101597992
OR BK 32599 PG 1510
 RECORDED 01/09/2002 02:42 PM
 COMMISSION
 BROWARD COUNTY
 DOC STMP-D 0.70
 DEPUTY CLERK 1922

This instrument prepared by:
 Anitra D. Lanczi, Assistant County Attorney
 Broward County Attorney's Office
 Governmental Center, Suite 423
 115 South Andrews Avenue
 Ft. Lauderdale, FL 33301
 Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
 CITY OF HOLLYWOOD
 P O BOX 2207
 HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B
LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
 Governmental Center, Room 423
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301

DATE: November 7, ⁰¹ 20

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Janet D'Andrea

Witness signature

Marion Grinke
Witness signature

Mara Giuliani

Mara Giuliani, Mayor

JANET D'ANDREA

Witness print name

MARION GRINKE

Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giuliani, who is personally known to me or who has produced — as identification.

My Commission Expires:

(Seal)

Michelle Amplone

Signature of Notary Public

Michele Anzalone

(Typed or printed name)



APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: Daniel L. Abbott
DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- HOLLYWOOD CENTRAL BEACH, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7696, Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- HOLLYWOOD BEACH SECOND ADDITION, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- HOLLYWOOD BEACH FIRST ADDITION, Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- HOLLYWOOD BEACH, Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following Instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- ATLANTIC SHORES NORTH BEACH SECTION, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East. Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-BEVERLY BEACH, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- AMENDED PLAT OF SEMINOLE BEACH, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. - RIGHTS-OF-WAYS

Balboa Street
Walnut Street
DeSoto Street
Palm Street
Elm Street
Oak Street

Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street

3

**CITY OF HOLLYWOOD
HISTORIC PRESERVATION BOARD**

RESOLUTION NO. 06-H-107a

A RESOLUTION OF THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA, DIRECTING THE OFFICE OF PLANNING TO PREPARE A DESIGNATION REPORT FOR 11 PROPERTIES MORE SPECIFICALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" PURSUANT TO THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the City of Hollywood Historic Preservation Board (the Board), among other things, preserves and conserves properties of historical, architectural and archeological merit in the City, and protects and encourages the revitalization of historic sites and districts which have special historic, architectural or archeological value to the public; and

WHEREAS, requests for designation of individual Historic Sites may be made by the City Manager, pursuant to Section 5.6.D.1 of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, the City Manager as Applicant (File Number 06-H-107a), requests the designation of the properties more specifically described in the attached Exhibit "A" as individual Historic Sites; and

WHEREAS, after a majority vote, the Board directed the Office of Planning to prepare Designation Reports for consideration by the Board; and

WHEREAS, the Board has the authority to recommend the designation of areas, places, buildings, as individual sites, that are significant to the City's history, or possess an integrity of location, design, setting, material or workmanship pursuant to Section 5.6.C. of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, the Designation Report shall describe the historic, architectural and/or historic archeological significance of the property, and recommend Evaluation used by the Board to evaluate the appropriateness and compatibility of the proposed developments affecting the designated site pursuant to Section 5.6.D.3 of the City of Hollywood Zoning and Land Development Regulations; and

Return to: Office of Planning
City of Hollywood
2600 Hollywood Blvd, Room 315
Hollywood, FL 33020



(HISTORIC PRESERVATION BOARD RESOLUTION NO. 06-H-107a)

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby recommends the Office of Planning to prepare Designation Reports for consideration by the Board of the properties more specifically described in the attached Exhibit "A".

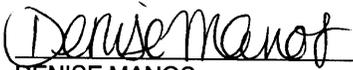
Section 2: That the Office of Planning is hereby directed to forward a copy of this resolution to the Planning and Zoning Board.

PASSED AND ADOPTED THIS 27TH DAY OF FEBRUARY, 2007.

RENDERED THIS THE 7th DAY OF March, 2007.


TAMARA PEACOCK, CHAIR

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the Historic
Preservation Board, City of Hollywood, Florida only


DENISE MANOS,
BOARD ATTORNEY

(HISTORIC PRESERVATION BOARD RESOLUTION NO. 06-H-107a)

EXHIBIT "A"
PROPOSED HISTORIC SITE DESIGNATIONS

332 Georgia Street
511 S. Surf Road
604 S. Surf Road
811 S. Surf Road
1401/1451 S. Surf Road
1500 S. Surf Road
1601 S. Surf Road
1700 S. Surf Road
1900 S. Surf Road
2101 S. Surf Road



INSTR # 101597992
OR BK 32599 PG 1510
 RECORDED 01/09/2002 02:42 PM
 COMMISSION
 BROWARD COUNTY
 DOC STMP-D 0.70
 DEPUTY CLERK 1922

This instrument prepared by:
 Anitra D. Lanczi, Assistant County Attorney
 Broward County Attorney's Office
 Governmental Center, Suite 423
 115 South Andrews Avenue
 Ft. Lauderdale, FL 33301
 Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
 CITY OF HOLLYWOOD
 P O BOX 2207
 HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B
LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
 Governmental Center, Room 423
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301

DATE: November 7, ⁰¹ 20

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Janet D'Andrea

Witness signature

Marion Grimke
Witness signature

Mara Giuliani

Mara Giuliani, Mayor

JANET D'ANDREA

Witness print name

MARION GRIMKE

Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giuliani, who is personally known to me or who has produced — as identification.

(Seal)

Michelle Anzalone

Signature of Notary Public

Michele Anzalone

(Typed or printed name)

My Commission Expires:



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DANIEL L. ABBOTT
CITY ATTORNEY

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Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street

31211233

CONDOMINIUM DOCUMENTS

OF

CASA LA PLAYA CONDOMINIUM ASSOCIATION,
INC.

.....

Property Address: 1451 Surf Road, Hollywood, Florida 33019

Developer:

First Development of Broward, Inc.

Architect:

SG2 Architects

.....

Documents Prepared By:

STABINSKI & FUNT
757 Northwest 27th Avenue
Miami, Florida 33125

(305) 643-3100

JUN 3 2 35 PM '91

BR18437PG0043

ROMAN TO CAROL F Keys
90 95 S.W 8th ave
see 777
Miami FL 33176

THIS INSTRUMENT PREPARED BY:

STABINSKI & FUNT
757 N.W. 27th Avenue, Third Floor
Miami, Fla 33125

DECLARATION OF CONDOMINIUM

ESTABLISHING

CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC.

SUBMISSION STATEMENT

FIRST DEVELOPMENT OF BROWARD, INC., Florida corporation, hereinafter called the "Developer", for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property described in Exhibit "A", Sheet 1, attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of the statutes of the State of Florida, hereinafter sometimes referred to as the "Condominium Act", the provisions of which are hereby incorporated by reference as if fully set forth herein, and does hereby file for record this Declaration of Condominium.

RECORD LEGALITY OF THIS
STATE OF FLORIDA INSTRUMENT IS
NOT ASSURED UNLESS MICROFILMED

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land as the case may be, shall be non-exclusive and perpetual unless sooner terminated as upon all Unit Owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the By-Laws of the Association. Both the burdens imposed and the benefits granted shall run with each Unit and the interests in the Common Elements.

I. Name:

1.01 The name of the Condominium is:
CASA LA PLAYA, A CONDOMINIUM

1.02 The name of the Unit Owners' Association is
CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC., a Florida
corporation not for profit, hereinafter referred to as the "Assoc-
iation".

II. Land:

The land comprising this Condominium is described on Exhibit "A", Sheet 1, attached hereto and made a part hereof as if fully set forth herein.

III. Definitions:

The terms used in this Declaration and in its Exhibits, including the By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, State of Florida and as follows unless the context otherwise requires:

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3.01 "Unit" or "Apartment" - means a part of the Condominium Property which is subject to exclusive ownership. A Unit may be in improvements, land, or land and improvements together, as specified in this Declaration. The term "Unit" includes both Commercial Units and Residential Units as described in the Declaration.

3.02 "Unit Owner" or "Owner of a Unit" - means the owner of a Condominium Parcel.

3.03 "Assessment" - means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

3.04 "Association" - means the corporate entity responsible for the operation of the Condominium.

3.05 "By-Laws" - means the By-Laws of the Association existing from time to time.

3.06 "Common Elements" - means the portions of the Condominium Property not included in the Units.

3.07 "Common Expenses" - means all expenses and Assessments properly incurred by the Association for the Condominium.

3.08 "Common Surplus" - means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

3.09 "Condominium" - means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements.

3.10 "Condominium Parcel" - means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

3.11 "Declaration" or "Declaration of Condominium" - means the instrument or instruments by which a Condominium is created as they are from time to time amended.

3.12 "Limited Common Elements" - means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units as specified in the Declaration of Condominium.

3.13 "Operation" or Operation of the Condominium" - includes the administration and management of the Condominium Property.

3.14 "Developer" - means a person who creates a Condominium or offers Condominium Parcels for sale or lease in the ordinary course of business, but does not include an Owner or lessee of a Unit who has acquired his Unit for his own occupancy. As used herein, the term "Developer" shall include assigns and successors in interest to the original Developer.

3.15 "Board of Administration" - means the Board of Directors of the Association or other representative body responsible for administration of the Association.

3.16 "Condominium Property" - means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

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3.17 "Mortgage" or "Institutional First Mortgage" - means a bank, Federal or State savings and loan association, insurance company, mortgage company, real estate investment or business trust, pension fund, an agency of the United States government, any other lender generally recognized as an institutional type lender, or the Developer (including any nominee of Developer) owning and holding a mortgage encumbering a Condominium Unit.

3.18 "Institutional First Mortgage" - means a mortgage owned or held by an Institutional First Mortgagee.

Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

IV. Description: The Condominium is described as follows:

4.01 A survey of the land submitted to condominium ownership is set forth on Exhibit "A" attached hereto. The Affidavit of Surveyor as to substantial completion of the improvements is attached hereto and made a part hereof as Exhibit "A". A graphic description of the improvement or improvements in which Units are located and the identification of each Unit by letter, name or number, so that no Unit bears the same designation as any other Unit, and the plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their respective locations and approximate dimensions is attached hereto as and made a part hereof as Exhibit "A".

4.02 The Developer reserves the right to change the interior design or arrangement of all Units as long as the Developer owns the Units so changed and altered, provided such change shall be reflected by an amendment of this Declaration; any amendment for such purpose need be signed and acknowledged only by the Developer and Mortgagee, if any, and need not be approved by any other person, including, but not limited to, the Association, contract vendees, or Unit Owners, anything herein to the contrary notwithstanding.

However, notwithstanding any of the foregoing to the contrary, the aggregate of the undivided interests of the Unit Owners in the Common or Limited Common Elements of such Units so redesigned or rearranged shall remain the same.

4.03 The following non-exclusive easements shall be covenants running with the land and are expressly granted and/or reserved in favor of the Unit Owners, occupants of any Unit, their guests and invitees, to-wit:

(1) Utilities: Blanket non-exclusive easements are reserved throughout the Condominium Property as may be required for utility services in order to adequately serve the Condominium area. In the event any Unit, recreation area, Common or Limited Common Element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

(2) Encroachments: In the event that any Unit shall encroach upon any of the Common Elements or any other Unit

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for any reason other than the intentional act of the Unit Owner or in the event that any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such encroachments so long as the same shall continue.

(3) Traffic: An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the Unit Owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property, except to the extent that the space may be specifically designated and assigned for parking purposes.

(4) Access: Each Unit Owner and any officer, agent, employee or designee of the Association or member of the Board of Administration of the Association shall have access across any Limited Common Elements for the purpose of ingress and egress.

(5) Roads: All Unit Owners and occupants of any Unit, their guests and invitees shall have an easement over any private roads constructed on the Condominium Property.

(6) A non-exclusive easement for ingress and egress over streets, walks and other rights-of-way serving the Units of this Condominium as part of the Common Elements necessary to provide reasonable access to the public ways.

4.04 Limited Common Elements.

(1) Automobile Parking Spaces - The parking areas of the Condominium that are common elements of the Condominium are set out in Exhibit "A" hereto. One (1) parking space shall be assigned to each Condominium Unit as a limited common element. The parking spaces shall initially be assigned by the Developer, and the Developer may receive compensation from a purchaser in connection with the assignment of a parking space to a Unit. The Association may promulgate rules and regulations regarding the transfer of parking spaces among Unit Owners, provided, however, that there shall always be at least one (1) parking space assigned to each Unit. The Owner of said assigned parking space may self park his automobile.

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(2) Other Limited Common Elements. Balconies, Terraces and Patios attached to the Units, are Limited Common Elements, limited to the Unit to which they are attached, as described in the Survey and/or Site Plan attached to the Declaration as an Exhibit.

V. Identification of Units, Survey, Shares in Common Elements, Prorations of Common Expenses, Voting Rights

5.01 The Condominium Units and all other improvements constructed on the Condominium property are set forth in detail in Exhibit "A" attached hereto. Each Condominium Unit is described in such a manner that there can be determined therefrom the identification, location and dimensions of such Unit and the common elements appurtenant thereto.

Each Condominium Unit is identified by a number, letter or name or combination thereof, so that no Unit bears the same designation as any other Unit.

5.02 Subject to any provisions of the By-Laws of the Association applicable thereto, a Unit Owner is entitled to one (1) vote for each Unit owned,

If a Unit is owned by more than one person, the owners of said Unit shall designate one (1) of them as the voting member, or, in the case of ownership by a corporation, an officer or an employee thereof shall be designated the voting member. The vote of a Unit shall not be divisible.

VI. Condominium Parcels, Appurtenances, Possession and Enjoyment

6.01 The Condominium Parcel is a separate parcel of real property owned in fee simple, or any other estate of real property recognizable by law.

6.02 There shall pass with a Unit as appurtenances thereto:

- (1) An undivided share in the Common Elements and Common Surplus.
- (2) The exclusive right to use the portion of the Common Elements as may be provided by the Declaration.
- (3) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in air space which is vacated shall be terminated automatically.
- (4) A Unit Owner is entitled to the exclusive possession of his Unit, subject to the irrevocable right of the

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Association to access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs necessary to prevent damage to Common Elements or to another Unit or Units. He shall be entitled to use the Common Elements in accordance with the purpose for which they are intended, but no one may hinder or encroach upon the lawful rights of other Unit Owners.

VII. Restraint Upon Separation and Partition of Common Elements:

7.01 The undivided share in the Common Element which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit whether or not separately described.

7.02 The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered, except with the Unit.

7.03 The share in the Common Elements appurtenant to Units are undivided, and no action for partition of the Common Elements shall lie.

VIII. Common Elements

8.01 Common Elements include within their meaning the following items:

(1) The Condominium Property which is not included within the Units.

(2) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Unit and the Common Elements.

(3) An easement of support in every portion of a Unit which contributes to the support of a building.

(4) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

8.02 Any person having any interest under mortgage of record that encumber any portion of the Common Elements that are not satisfied prior to the recording of this Declaration shall consent to the recording of this Declaration; provided, however, in lieu of joining in the execution of this Declaration, any mortgagee may execute an appropriate consent or subordination agreement with the formalities required for deeds.

IX. Amendment of Declaration

9.01 Unless otherwise provided herein or by Florida Statutes, Chapter 718, this Declaration may be amended by two thirds (2/3) of the Unit Owners executing a modification or amendment to this Declaration with the formalities of a deed and recording same in the Public Records of the County in which the Condominium is located; or in the alternative, this Declaration may be amended at any regular or special meeting of the Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of voting members casting not less than two-thirds (2/3) of the total vote of the members of the Association and the execution by the Association of a certificate of the amendment with the formalities of a deed and recording same in the Public Records of the County in which the Condominium is located; provided, however:

(1) No amendment may change the configuration or size of any Unit in any material fashion, materially alter or

modify the appurtenances to the Unit, or change the proportion or percentage by which the owner of the parcel shares the Common Expenses and owns the Common Surplus unless the record owner of the Unit and all record owners of liens on it join in the execution of the amendment, and unless all the record owners of all other Units approved the amendment, provided, however, this section shall not apply to the acquisition of a Unit by the Association.

(2) If it appears that through scrivener's error a Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Expenses or interest in the Common Surplus or all of the Common Elements in the Condominium have not been distributed in this Declaration, so that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fails to equal one hundred percent (100%), or if it appears that more than one hundred percent (100%) of Common Elements or Common Expenses or ownership of the Common Surplus have been distributed, the error may be corrected by filing an amendment to this Declaration approved by the Board of Administration or a majority of the Unit Owners. To be effective the amendment must be executed by the Association and the owners of the Units and the owners of mortgages thereon affected by the modifications being made in the shares of Common Elements, Common Expenses or Common Surplus. No other Unit Owner is required to join in or execute the amendment.

(3) The Common Elements designated by this Declaration may be enlarged by an amendment to the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of this Declaration. The amendment must be approved and executed as provided herein. The amendment shall vest title in the Unit Owners as part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements which are appurtenant to the Unit owned by them.

(4) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

9.02 By this Declaration, each Unit Owner and all mortgages hereby grant unto the Developer a limited irrevocable power of attorney for purposes of amending this Declaration for the sole purpose of causing the same to comply with any requirements of any governmental agency, such as the Federal Housing Administration (FHA) or the Veterans Administration (VA), which offer insured or guaranteed mortgage programs.

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X. Termination

10.01 The Condominium Property may be removed from the provisions of the Florida Statutes Condominium Act only by consent of all of the Unit Owners evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the Condominium Parcels.

10.02 Upon removal of the Condominium Property from the provisions of the Condominium Act, the Condominium Property is owned in common by the Unit Owners in the same undivided shares as each owner previously owned in the Common Elements. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

10.03 The termination of a Condominium does not bar the creation of another Condominium affecting all or any portion of the same property.

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XI. Equitable Relief

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition.

XII. Enforcement of Maintenance

The Association has the right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. If owner does not comply with this requirement, the Association will be entitled to file an action which may result in interest, Court Costs and Attorney's fees; in the same manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim for lien.

XIII. Limited Common Elements

There are Limited Common Elements appurtenant to each of the Units in this Condominium. These Limited Common Elements are reserved for the use of the Units appurtenant thereto to the exclusion of other Units, and there shall pass with a Unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant. Expense of maintenance and repair relating to the Limited Common Elements shall be considered Common Elements for the purpose of cost of repair and maintenance.

XIV. Insurance and Condemnation Provisions

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property and the Condominium Property required to be insured by the Association pursuant to paragraph 14.02 below. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners at reasonable times.

The insurance, other than title insurance, which shall be carried upon the Condominium Property and property of the Unit Owners shall be governed by the following provisions:

14.01 Liability Insurance: The Board of Administration of the Association shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium, and insuring the Association and the Unit Owners, as its and their interests appear, in such amount as the Board of Administration of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Said insurance shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain a cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner. Premiums for payment of such insurance shall be paid by the Association and charged as a Common Expense.

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14.02 Casualty Insurance:

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association and all Unit Owners and their mortgagees, as their interests may appear, in a company acceptable to the Board of Administration of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Administration. All hazard policies issued to protect the Condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as existed at the time the Unit was initially conveyed, if the original specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the Unit Owner shall be considered additional insureds under the policy. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and shall be charged as a Common Expense. The company or companies, with which the Association shall place its insurance coverage, as herein provided, must be good and responsible companies, authorized to do business in the State of Florida. The Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property shall have the right to approve the policies, the company or companies who are the insurers under the insurance placed by the Association, and the amount thereof, and the right to designate and appoint the Insurance Trustee, which shall be a bank in Florida with trust powers. (All rights granted to Mortgagees in this paragraph shall be referred to as "Mortgagee's Insurance Rights".) In the absence of the action of said Mortgagee, the Association shall have said right without qualifications.

14.03 Loss Payable Provision - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal, the sufficiency of policies, the failure to collect any insurance proceeds, nor the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes herein stated, and for the benefit of the Association, the Unit Owners, and their respective mortgagees (hereinafter sometimes collectively referred to as "beneficial owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(1) Common Elements: Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(2) Condominium Units: Proceeds on account of Units shall be in the following undivided shares:

(a) Partial Destruction - When Units are to be repaired and restored for the owners of the damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

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(b) Total destruction of condominium improvements or where "very substantial" damage occurs and the condominium improvements are not to be restored, as hereinafter provided in this Article XIV, for the Owners of all Units, each Owner's share being in proportion to his share in the Common Elements appurtenant to his Unit.

(3) Mortgages: In the event an Institutional First Mortgage encumbers a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

14.04 Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(1) Reconstruction or Repair: If the damage, for which the proceeds were paid, is to be repaired and restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners (or retained, pursuant to paragraph 14.08 below). All remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to an Institutional First Mortgage when requested by such Institutional First Mortgage whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair: If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to an Institutional First Mortgage when requested by such Institutional First Mortgage whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Administration determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner provided in this Article XIV, or retained pursuant to paragraph 14.08 infra.

(3) Certificate: In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association shall forthwith deliver such certificate.

14.05 Loss Within a Single Unit: If loss shall occur within a single Unit without damage of the Common Elements, the insurance proceeds shall be distributed to the beneficial Unit Owner with remittances to said Unit Owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same; provided, however, such remittance shall be made solely to an Institutional

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First Mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the Unit Owner shall be fully responsible for the restoration of his Unit.

14.06 Loss Less Than "Very Substantial": Where a loss or damage occurs to more than one Unit, to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the Common Elements, with no, or inconsequential damage or loss to any individual Unit and if such damage or loss to the Common Elements is less than \$3,000, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) Subject to the provisions of subparagraph (6) infra, if the damage or loss involves any individual Unit as well as the Common Elements, or if the damage is limited to the Common Elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of the Institutional First Mortgagee, having the highest dollar indebtedness on Units in the Condominium Property, the written approval shall also be required of such Institutional First Mortgagee. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid Institutional First Mortgagee, if said Institutional First Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any Affidavit required by law or by the Association, the aforesaid Institutional First Mortgagee, or the Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the Institutional First Mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida which is acceptable to said mortgagee.

(4) Subject to the foregoing, the Board of Administration shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special Assessment against all Unit Owners in proportion to the Unit Owners' share in the Common Elements, for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements, and a Special Charge against the individual Unit Owners for that portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Board of Administration finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual Unit which has been damaged, then the Board of Administration shall levy the

Assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The Special Charge is fully enforceable in the manner of foreclosing a mortgage upon real property. The special Assessment funds and Special Charge funds shall be delivered by the Association to the Insurance Trustee and added, by said Trustee, to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special Assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagees shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, this provision may be waived by the Board of Administration in favor of any Institutional First Mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagees, the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and his Unit shall be subject to special Assessment for such sum.

14.07 "Very Substantial" Damage: As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-quarters (3/4) or more of the total unit space in any building comprising the Condominium Property is rendered untenantable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

(1) If such very substantial damage has occurred to only one building, and in the absence of any determination to abandon the Condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial damage to said building shall be held by the Insurance Trustee solely for the benefit of Unit Owners (and their mortgagees) of said building. Notwithstanding that the ownership of Common Elements in said building sustaining very substantial damage is partially vested in Unit Owners of other building(s), in the absence of a determination to abandon the Condominium, Unit Owners of the building(s) not sustaining such very substantial damage shall not be entitled to participate or share in any portion of such insurance proceeds, anything in this Declaration to the contrary notwithstanding.

(2) Thereupon, a membership meeting shall be called by the Board of Administration, to be held not later than thirty (30) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the Condominium subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to the Institutional First Mortgagees, are sufficient to cover the cost thereof so that no special Assessment is required, then the Condominium Property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the Condominium shall vote to abandon the Condominium, in which case the Condominium Property shall be removed from the provisions of the law, in accordance with the statutes of the State of Florida.

(h) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to

the Institutional First Mortgagees, are not sufficient to cover the cost thereof so that a special Assessment will be required, as set forth above, then a vote will be taken of the membership of this Condominium to determine whether said special Assessment should be made, or whether the Condominium should be abandoned. Said Assessment shall be made and the Condominium Property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this Condominium shall vote to abandon, the Association shall immediately levy such special Assessment.

(c) Unless it is determined to abandon the Condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special Assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the Property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the Property, as hereinabove provided. To the extent that any insurance proceeds are paid over to Institutional First Mortgagees, and in the event it is determined not to abandon the Condominium and to vote a special Assessment, the Unit Owner shall be obliged to replenish the funds so paid over to his mortgagee, and said Unit Owner and his Unit shall be subject to special Assessment for such sum.

(3) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Administration shall be binding upon all Unit Owners (but not upon Institutional First Mortgagees).

14.08 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Administration, unless the Institutional First Mortgagees holding and owing the highest dollar indebtedness on Units in the Condominium Property requires distribution. In the event of distribution, then the Insurance Trustee shall distribute such balance to the beneficial owners of the fund in the manner elsewhere stated.

14.09 Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

14.10 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Administration, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

14.11 Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each Unit Owner, for the purpose of compromising the settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

14.12 Institutional First Mortgagee's Right to Advance Premiums: Should the Association fail to pay insurance premiums required hereunder when due, or should the Association fail to comply with other insurance requirements of the Mortgagee(s), said Institutional Mortgagee(s) shall have the

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right, at its option to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said Mortgages shall be subrogated to the Assessment and lien rights of the Association as against the individual Unit Owners for the payment of such item of Common Expense.

14.13 Workmen's Compensation policy to meet the requirements of law.

14.14 Such other insurance as the Board of Administration shall determine from time to time be desirable.

14.15 Each individual Unit Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon his own personal property, and living expense insurance.

14.16 Anything in this Article XIV to the contrary notwithstanding, an Institutional First Mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged Unit in the same share as the share in the Common Elements appurtenant to such Unit, in the event: (a) its mortgage is not in good standing and is in default; or, either (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or (c) it is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such Mortgagee has not consented in writing to such change or alteration.

14.17 Notwithstanding anything contained herein to the contrary, in the event a loss occurs which is determined to have been attributable to a particular Unit and such loss causes damage to the Common Elements and/or other Units within the Condominium, then the Unit Owner of the Unit to which the loss is attributable shall be assessed the entire expense of the insured's policy deductible, if any. In the event a loss occurs within a single Condominium Unit, the owner of such Unit shall bear the entire expense of the insured's policy deductible, if any. In the event a loss occurs to the Common Elements and/or more than one (1) Unit within the Condominium and such loss cannot be determined to have emanated from any particular Unit, then all Unit Owners within the Condominium -- in the event the damage is solely to the Common Elements or the owners of the Units so damaged in the event the loss involves more than one (1) Condominium Unit -- shall bear the expense of the insured's policy deductible, if any, on a pro rata basis.

14.18 Condemnation:

(1) Deposit of Awards with Insurance Trustee: The taking of Condominium Property by condemnation shall be deemed to be a casualty and the awards for the taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Administration, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

(2) Determination Whether to Continue Condominium: Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

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(3) Disbursement of Funds: If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

(4) Unit Reduced But Tenatable: If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenatable, the award for taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Restoration of Unit: The Unit shall be made tenatable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(b) Distribution of Surplus: The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

(c) Adjustment of Shares in Common Elements: If the floor area of the Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the share of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

(5) Unit Made Untenatable: If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenatable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Payment of Award: The award shall be paid first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenatable; and then jointly to the Unit Owners and mortgagees of Units not tenatable in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for Institutional First Mortgagees; and the balance, if any, to repairing and replacing the Common Elements.

(b) Addition to Common Elements: The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Administration; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) Adjustment of Shares in Common Elements: The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these Owners as they exist prior to the adjustment.

(d) Assessments: If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

(e) Arbitration: If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of special performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

(6) Taking of Common Elements: Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Administration; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

(7) Amendment of Declaration: The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by condemnation shall be evidenced by an amendment of this Declaration that need be approved by two-thirds (2/3) of all Unit Owners whose ownership of the Common Elements are affected by such condemnation.

XV. Sales, or Transfer

15.01 In the event any Unit Owner wishes to sell, lease or transfer his Unit, the Association shall have the option to purchase or lease said Unit, upon the same conditions as are offered by the Unit Owner to a third person. Any attempt to sell or lease said Unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided, however, any deed or lease may be validated by subsequent approval of the Association in the event of a sale or lease without prior approval as herein provided.

15.02 Should a Unit Owner wish to sell, lease or transfer, his Unit, he shall, deliver to the Board of Directors a written notice containing a copy of the executed purchase agreement between buyer and seller or lease agreement between landlord and tenant, which agreements shall be executed subject to the Board's waiver of its right of first refusal and consent to the sale, lease or transfer. The Unit Owner shall also submit to the Board, within five days from receipt of any request by the

Board, any supplemental information as may be required by the Board.

15.03 The Board of Directors, within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner in his notice), designate the Association, or one or more persons, other than Unit Owners, who are willing to purchase or lease upon the same terms as those specified in the Unit Owner's notice.

15.04 The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to purchase or lease upon the same terms and conditions specified in the Unit Owner's notice. Thereupon, the Unit Owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) or failure of such person(s) to make such binding offer within the said fourteen (14) day period, shall be deemed consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell said interest pursuant thereto to the prospective purchaser or tenant named therein in accordance with the agreement submitted to the Association.

15.05 In the event the sale, lease or transfer to a third party is approved by the Board of Directors but is not ultimately consummated or the Unit Owner withdraws his offer to the Association or rejects the offer of the stated designee of the Association, the Unit Owner may not sell, lease or transfer his Unit without further complying with the terms and conditions of this Section 15.

15.06 The consent of the Board of Directors shall be in proper recordable form, signed by two (2) officers of the Association and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

15.07 The Association shall have the right to require that a substantially uniform form of lease be used. All leases must be for a term of one (1) month or longer.

15.08 If a corporate entity is the owner of a Unit, it may designate the occupants of the Units as it desires and for such period of time as it desires without compliance with the provisions of this Section 15. The foregoing shall not be deemed an assignment or subleasing of a Unit.

15.09 No fee shall be charged in connection with the proposed transfer or approval in excess of the expenditures reasonably required for credit report expenses which shall not exceed Fifty Dollars (\$50.00).

15.10 Anything in this Section 15 to the contrary notwithstanding, should any Condominium Unit or Parcel at any time become subject to an Institutional First Mortgage, the holder thereof, upon becoming the owner of said Condominium Parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell, lease or otherwise transfer said Unit, including the fee ownership thereof, without prior offer to the Board of Directors.

15.11 The provisions of this Section with regard to sale shall not be applicable to the Developer which is irrevocably empowered to sell Units to any purchasers. The said Developer shall have the right to transact any business necessary to consummate sales of said Units, including, but not limited to, the right to maintain model Units, have signs, employees in the offices, use the Common Elements and show Units. Sales offices, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. The provisions of this Section regarding leases are applicable to the Developer.

15.12 The foregoing provisions of this Section shall not apply to transfer by a Unit Owner to any member of his immediate family (i.e. spouse, children or parents); or if a parcel is owned by a form of co-tenancy, to transfers from one tenant to the other co-tenant.

15.13 No judicial sale of a parcel or any interest therein shall be valid unless:

(1) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two (2) officers of the Association, and delivered to the purchaser; or

(2) The sale is a result of a public sale with open bidding.

15.14 The Board of Directors of the Association shall have the right to withhold consent and approval of prospective Unit Owners or lessees, to any lease, sale, transfer, or otherwise in the event those prospective Unit Owners or lessees by being such a Unit Owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation or covenant under this Declaration or Exhibits hereto, or in the event the seller, lessor or transferor is in violation or breach of any term, condition, restriction, rule or regulation or covenant under this Declaration or Exhibits hereto.

15.15 The foregoing provisions of this paragraph shall not apply to a transfer to or purchase by an institutional mortgagee that acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successor or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title; nor shall such provisions apply to a transfer, sale or lease by a "bulk grantee" of an institutional mortgage upon the Unit concerned. A "bulk grantee" is defined as a grantee acquiring three (3) or more units from said institutional mortgagee. The assignee of a mortgage originally taken by an institutional mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said institutional mortgagee. Neither shall such provisions apply to the Developer or the assignee or nominee of the Developer or any person who is an officer, stockholder or director of the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this Section, and without the approval of the Association, and without payment of any screening fee.

XVI. Liens

16.01 Subsequent to recording the Declaration and while the property remains subject to the Declaration, no liens of any nature are valid against the Condominium Property as a whole, except with the unanimous consent of the Unit Owners. During this period, liens may arise or be created only against individual Condominium Parcels.

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16.02 Labor performed or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the Mechanics' Lien Law against the Unit or Condominium Parcel of any Unit Owner not expressly consenting to or requesting the labor or materials. Labor performed or materials furnished to the Common Elements are not the basis for a lien on the Common Elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each Unit Owner and may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners are liable for Common Expenses.

16.03 If a lien against two (2) or more Condominium Parcels becomes effective, each Owner may relieve his Condominium Parcel of the lien exercising any of the rights of a property owner under F.S., Chapter 713, or by payment of the proportionate amount attributable to his Condominium Parcel. Upon the payment, the lienor shall release the lien of record for that Condominium Parcel.

XVII. Remedies of the Association

17.01 All rights, remedies or relief of whatsoever nature or kind provided in favor of the Association in this Declaration, Exhibits hereto, Rules and Regulations promulgated by the Board of Administration, and the Condominium Act shall be cumulative and non-exclusive and none shall exclude, jointly or severally, any other right, remedy or relief permitted by law or otherwise available to the Association.

17.02 Failure by the Association to enforce or declare a violation of the terms and conditions of this Declaration, Exhibits hereto, Rules and Regulations promulgated by the Board of Administration, or the Condominium Act upon occurrence thereof or any delay in taking any action in connection therewith shall not be considered a waiver of such violation and any express waiver of such violation (which must be in writing to be effective) shall NOT be considered a continuing waiver and upon any subsequent violation, the Association shall not be deemed to have waived its rights to declare such violation and exercise concurrently or severally any rights, remedies or relief the Association may have.

XVIII. The Association

18.01 The document creating the Association is attached hereto and made a part hereof as Exhibit "C". The operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which are attached hereto and made a part hereof as Exhibit "D". The By-Laws may be modified or amended as provided therein. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or the title to Condominium Units.

18.02 The operation of the Condominium shall be by the Association which must be a corporation not for profit. The Owners of Units shall be members of the Association. The officers and directors of the Association have a fiduciary relationship to the Unit Owners.

18.03 The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management and operation of the Condominium Property. After control of the Association is obtained by Unit Owners, other than the Developer, the Association may institute, maintain, settle or appeal actions or hearings in

its name on behalf of all Unit Owners concerning matters of common interest, including, but not limited to, the Common Elements, the roof and structural components of a building or other improvements, mechanical, electrical and plumbing elements serving an improvement or a building, representations of the Developer pertaining to any existing or proposed commonly used facilities, and protesting ad valorem taxes on commonly used facilities. The Association has the authority to maintain a class action; the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of any individual Unit Owner or class of Unit Owners to bring any action which may otherwise be available.

18.04 A Unit Owner does not have any authority to act for the Association by reason of being a Unit Owner.

18.05 The powers and duties of the Association include those set forth in this section and those set forth in the Declaration and By-Laws if not inconsistent with this Declaration and the law.

18.06 The Association has the irrevocable right to access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

18.07 The Association has the power to make and collect Assessments, and to lease, maintain, repair and replace the Common Elements.

18.08 The Association shall maintain accounting records for the Condominium according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

18.09 The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey them.

18.10 The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association.

18.11 The Association has the authority, without the joinder of any Unit Owner, to modify or move any easement for ingress or egress or for the purposes of utilities if the easement constitutes part of or crosses the Condominium Property. This subsection does not authorize the Association to modify or move any easement created in whole or in part for the use or benefit of anyone, other than the Unit Owners, without their consent or approval as required by law or the instrument creating the easement.

18.12 Maintenance and repair of the Common Elements, except as otherwise provided herein, is the responsibility of the Association.

XIX. Membership in Association

19.01 The Association was created to perform the acts and duties of the management of the Units and Common Elements defined and described in this Declaration, and to levy and enforce collection of Assessments necessary to perform said acts and duties.

19.02 All Unit Owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said Units.

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XX. Common Expenses and Common Surplus

20.01 Common Expenses include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by this Declaration, the documents creating the Condominium, or the By-Laws.

20.02 Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages provided in the Declaration. A Unit Owner's share of Common Expenses shall be in the same proportion as his ownership interest in the Common Elements.

20.03 Common Surplus is owned by Unit Owners in the same shares as their ownership interest in the Common Elements.

XI. Assessments; Liabilities; Lien and Priority; Interest Collection

21.01 A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

21.02 The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made.

21.03 Assessments and installments on them not paid when due bear interest from the date when due until paid at the maximum interest rate permitted by law, and at the sole discretion of the Board of Administration, a late charge of Twenty Five Dollars (\$25.00) shall be due and payable for each month that such Assessment and/or installment on such Assessment is not paid when due.

21.04 (1) The Association shall have a lien on each Condominium Parcel for unpaid assessments.

(2) In the event a Unit Owner is thirty (30) days or more late in the payment of any Assessment or charge due to the Association from the Unit Owner of whatsoever nature or kind, the Association may bring an action to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim or lien.

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(3) Notwithstanding anything to the contrary contained within this Article XXI, as to priority between the lien of a recorded mortgage and the lien for an Assessment, the lien for Assessment shall be subordinate and inferior to the lien of any Institutional First Mortgage recorded prior to the recording of the claim of lien of the Association regardless of when said Assessment was due, but shall not be subordinate and inferior to the lien of any other mortgage or lien of whatsoever nature or kind.

21.05 (1) The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The remedies provided herein shall be non-exclusive and cumulative and shall not exclude any other remedy available to the Association by this Declaration, law or otherwise.

(2) If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, and if ordered by the Court, the Unit Owner shall pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

(3) The Association has the power to purchase the Condominium Parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

21.06 When the mortgagee of a first mortgage of record, or other purchaser, of a Condominium Unit obtains title to the Condominium Parcel as a result of foreclosure of the first mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to the Condominium Parcel or chargeable to the former Unit Owner of the Parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during that period of its ownership of such parcel, whether or not such Parcel is unoccupied, be excused from the payment of any or all of the Common Expenses coming due during the period of such ownership.

21.07 Any person may acquire an interest in a Unit, except through foreclosure of a first mortgage of record or by acceptance of a deed in lieu of foreclosure, as specifically provided herein, including, without limitation, persons acquiring title by operation of law and purchasers at judicial sales even if unpaid Assessments due and owing by the former Unit Owner have NOT been paid.

21.08 Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him with respect to his Condominium Parcel. The holder of a mortgage or other lien of record has the same right as to any Condominium Parcel upon which he has a lien.

21.09 No Unit Owner may be excused from the payment of his share of the Common Expenses of a Condominium unless all

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Unit Owners are likewise proportionately excused from payment, except as provided in Article 21.06.

21.10 Assessments shall include, but not be limited to, those charges against Unit Owners provided in Articles Nine and Eleven of the By-Laws, as well as this Declaration, Exhibits hereto and the Condominium Act.

XXII. Obligations and Restrictions of Members and Owners

In addition to the other obligations and duties heretofore set forth in this Declaration, every Unit Owner shall:

22.01 Promptly pay the Assessments levied by the Association.

22.02 Deleted

22.03 Not use or permit the use of his Unit except for residential or resort transient purposes consistent with the laws of governing authorities having jurisdiction over the property.

22.04 Not permit or suffer anything to be done or kept in his Unit which would increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.

22.05 Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's property, by, through or under him do likewise.

22.06 Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building without the prior written consent of the Association.

22.07 Allow the Board of Administration or the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair and/or replacement of the Common elements or in case of emergency threatening other Units.

22.08 Show no sign, advertisement or notice of any type on the Common Elements or his Unit, and erect no exterior antennas and serials, except as provided in uniform regulations promulgated by the Association.

22.09 Abide by any regulations regarding children as may be established by the Association, except that no regulations shall prohibit children from residing in or occupying a Unit.

22.10 Make no repairs to any plumbing or electrical wiring within a Unit, except by plumbers or electricians authorized to do such work by the management of the Association. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owner of the Unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

22.11 Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate Assessment against his Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Owner of a "Condominium Parcel" in his "Condominium Unit" and in the "Common Elements" shall be considered as a Unit. The value of said Unit shall be equal to the proportion or percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit in Exhibit "B" of this Declaration. The total of all said proportions or percentages equals the value of all of the land and improvements thereon.

22.12 Use only the parking space or spaces specifically designated for use by the Unit Owner(s).

22.13 Not replace and/or remove screens, jalousies or other enclosures on balconies, patios or terraces or on other parts of the building, even though such areas may be Limited Common Elements, except with prior written approval of the Board of Administration.

22.14 No balconies, patio or terraces shall be extended, enclosed or decorated in any way whatsoever by a Unit Owner without the prior written consent of the Board of Administration.

22.15 Not divide or subdivide a Unit for purpose of sale or lease, except that a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit.

22.16 Not hang any laundry, garments or other objects which are visible from outside of the Unit, except for draperies, blinds, shades or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors.

22.17 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each Unit, the Common Elements and Limited Common Elements shall at all times remain in a clean and sanitary condition.

22.18 Not make any use of a Unit that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

XXIII. Transfer of Association Control.

23.01 When Unit Owners, other than the Developer, own fifteen (15%) percent or more of the Units in this Condominium that will be operated ultimately by the Association, the Unit Owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. Unit Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Administration of the Association:

(1) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers; and none of the others are being offered for sale by the Developer in the ordinary course of business; or,

(4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5) percent in Condominiums with less than five hundred (500) Units and two (2) percent in Condominiums with more than five hundred (500) Units of the Condominium Units operated by the Association.

23.02 If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a Unit Owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sale of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of Units.

XXIV. Rights Reserved Unto Institutional First Mortgages

So long as any Institutional First Mortgagee or Institutional First Mortgagee shall hold any mortgage upon any Condominium Unit or Condominium Units or shall be the Owner of any Condominium Unit or Condominium Units, such Institutional First Mortgagee or Institutional First Mortgagees shall have the following rights, to-wit:

24.01 To be entitled to be furnished with at least one copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statements and report to be furnished, upon written demand, within ninety (90) days following the end of each calendar year.

24.02 To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

24.03 To be given notice of default by any member owning any Unit encumbered by a mortgage held by any Institutional First Mortgagee or Institutional First Mortgagees, such notice to be given in writing and sent to the principal office of such Institutional First Mortgagee or Institutional First Mortgagees, or to the place which it or they may designate in writing to the Association.

24.04 To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense and to contribute such other sums as may be required therefor to the end that there shall be on deposit in said escrow account at least one (1) month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The Insurance Trustee designated by the Asso-

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ciation shall be the escrow depository for purposes hereof or the Board of Administration may designate any Institutional First Mortgagee interested in this Condominium to act in such capacity.

24.05 Whenever any Institutional First Mortgagee or Institutional First Mortgagees desire the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property, which written notices shall identify the Condominium Parcel or Condominium Parcels upon which any such Institutional First Mortgagees hold any mortgage or mortgages or identifying any Condominium Parcel owned by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional First Mortgagee or Institutional First Mortgagees.

24.06 Premiums for insurance required to be placed by the Association shall be a Common Expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the Institutional First Mortgagee owning and holding the total highest dollar indebtedness against the Condominium Parcels in the Condominium Property, then said Institutional First Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance.

24.07 If two (2) or more Institutional First Mortgagees hold any mortgage or mortgages upon any Condominium Parcel or Condominium Parcels and/or shall be the Owner of any Condominium Parcel or Condominium Parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the Institutional First Mortgagee holding the total highest dollar indebtedness against Condominium Parcels in the Condominium Property, and the decision of such Institutional First Mortgagee shall be controlling.

24.08 FHLMC Guidelines: Notwithstanding anything contained in this Declaration to the contrary, it is the intent of Developer to comply with the requirements of the Federal Home Loan Mortgage Corporation (FHLMC) established as of the date hereof. Specifically, the following provisions are hereby made a part of this Declaration:

*Except as provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each first mortgage owned) or Owners (other than the Developer) of the individual Condominium Units have given their prior approval, the Condominium Home Owners Association shall not be entitled to:

* (a) by act or omission, seek to abandon or terminate the Condominium project;

* (b) change the pro rata interest or obligations of any individual Condominium Unit for the purposes of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium Unit in the Common Elements;

"(c) partition or subdivide any Condominium Unit;

"(d) by act or omission, seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);

"(e) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than repair, replacement or reconstruction of such Condominium property."

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XXVII. Developer's Tenants

It is understood and agreed by all parties hereto and all Unit Owners that certain Units may be occupied by tenants of the Developer under lease agreements, or month to month tenancies, or other types of tenancies heretofore or hereinafter consummated and agreed upon. Such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements or other types of tenancies and to use and enjoy on a nonexclusive basis all common elements of the Condominium and the recreational facilities without any cost or expense.

XXVIII. Warranties.

The Developer does not warrant to the Association or the Unit Owners of the construction of, or any part of, the Condominium property, common elements or Units, save and except any express written warranties delivered by the Developer in writing to Unit Owners; and any and all implied warranties, including warranties of marketability and fitness of use, are hereby specifically disclaimed. Developer further disclaims any intent to have made any warranty or representation in connection with the Condominium documents and disclosure materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

XXIX. Sales Activity and Developer's Rights

That until the Developer has completed and sold all the Units of the Condominium and/or in the Project, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of Units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the * / as may facilitate such completion and

* common elements

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sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. It is specifically understood that the Developer has the right and authority to use the reservation office, front desk, manager's office, reception office, and accounting office and the common elements of the Condominium for the purpose of sales and administrative office for so long as Developer has not sold all Units in the Condominium. The Developer may use unsold Units as model units or as sales offices for display purposes to prospective Condominium purchasers. The Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. It should be understood that prior to the conversion of the improvements to a Condominium that the operation of the Condominium was a apartment/hotel-type operation and, accordingly, the Developer may continue such apartment or hotel rentals at its discretion for any unsold Units and Developer, until all Units are sold, shall have the full right and authority to use the common elements and the areas afordescribed in furtherance of such apartment and/or hotel rentals as the Developer may so desire.

XXX. Miscellaneous

30.01 If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the By-Laws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

30.02 Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by regular mail, at their place of residence in the Condominium building, unless the Unit Owner has, by written notice, duly receipted for, specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

30.03 Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and By-Laws as they may exist from time to time. Failure to do so shall entitle the Association or any other Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association or in a proper case by or against one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

30.04 whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of the Condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a Unit Owner.

30.05 No Unit shall be occupied by more than the legal occupancy limit for that Unit.

30.06 A tenant of any Unit Owner or of the Developer shall have the same right to use the recreational facilities as

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Declaration of Condominium
Cont'd

XXXI Guarantees by the Developer: Pursuant to Section 718.116(8)(a)(2), the Developer has guaranteed the Assessment for Common Expenses of the Condominium imposed on the Unit Owners will not increase over the sums specified below, and Developer hereby intends to provide said guarantees from the date of recordation until the end of the fiscal year.

Unit No.	Month per Month
A	156.90
B	219.94
C	276.65
D	156.08
E	154.43
F	149.89
G	262.47

XXXII Warranties as to Conversion: The Developer provides warranties for the conversion as set forth pursuant to Florida Statute 718.618(6).

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the Owner of said Unit has. In no event shall any individual or family, other than the individual or family residing in the Unit and their guests, be entitled to use said recreational facilities.

30.07 This Declaration and all Exhibits hereto shall be binding upon and inure to the benefit of each Unit Owner, their heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any Unit Owners.

30.08 The heading and captions used herein are for reference purposes only, are inserted solely as a matter of convenience, and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibit hereto.

IN WITNESS WHEREOF, I have caused these presents to be signed in its name and on its behalf by the appropriate individuals on this 5th day of March, 1991.

Signed, Sealed and Delivered
in the Presence Of:

[Signature]

FIRST DEVELOPMENT OF BROWARD, INC.

[Signature]

BY: *[Signature]*
Luis Stabinski, President

S E A L

STATE OF FLORIDA)

ss:

COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared, LUIS STABINSKI, as President of First Dev. of Broward, Inc., a Florida Corporation, to me known and known to me to be the person who executed the foregoing instrument as such officer, and he duly acknowledged before me that he executed the same freely and voluntarily as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 5th day of March, 1991.

[Signature]
Notary Public, State of Florida



My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 14, 1994
BONDED THRU GENERAL INS. UND.

BR 18437PG0073

EXHIBIT "A"

CASA LA PLAYA, A CONDOMINIUM.

LEGAL DESCRIPTION, SURVEY, CERTIFICATE
OF SUBSTANTIAL COMPLETION, PLOT PLAN,
FLOOR PLANS AND GRAPHIC DESCRIPTION

BK18437PG0074

Sheet 1

"Legal Description"

Lots 1 and 2, Block 3 of "ATLANTIC SHORES NORTH BEACH SECTION" according to the plat thereof as recorded in Plat Book 9, at Page 36, of the Public Records of Broward County, Florida. TOGETHER WITH : The North 1/2 of Crocus Terrace, as shown on said plat lying South of and adjacent to said Lot 1 and bounded on the East by the Southerly extension of the East line of said Lot 1 to the Intersection of the centerline of said Crocus Terrace and bounded on the West by the Southerly extension of the West line of said Lot 1 to the Intersection of the centerline of said Crocus Terrace.

BK18437PG0075

18.00'

30.00'

A T T I O N M A P

LEGAL DESCRIPTION:

Lots 1 and 2, Block 3 of "ATLANTIC SHORES NORTH BEACH SECTION", according to the plat thereof as recorded in Plat Book 9, at Page 36, of the Public Records of Broward County, Florida, TOGETHER WITH: The North 1/2 of Crocus Terrace, as shown on said plat lying South of and adjacent to said Lot 1 and bounded on the East by the Southerly extension of the East line of said Lot 1 to the intersection of the centerline of said Crocus Terrace and bounded on the West by the Southerly extension of the West line of said Lot 1 to the intersection of the centerline of said Crocus Terrace.

SURVEYOR'S NOTES:

- 1- Lands shown hereon were not abstracted for easements and/or rights-of-way of record, except as shown hereon, if any.
- 2- There are no encroachments onto the property, except as shown hereon, if any.
- 3- No attempt was made by this firm to locate underground footings of buildings, walls or fences, except as shown hereon, if any.
- 4- Bearings shown hereon are based on an assumed meridian.
- 5- Legal description shown hereon furnished by owner.
- 6- Flood Zone Data: Community/ Panel #125110/0001/C Dated: 01/06/83
Flood Zone: 'V15' Base Flood Elevation = +12.00
- 7- Parking Areas shown hereon are Common Elements, however, upon the conveyance by the Developer of a Unit, Developer may, in its sole discretion, designate and assign to the purchaser of such Unit the exclusive use of a parking space or spaces, at which at that time said parking space shall be deemed Limited Common Element.
- 8- L.C.E. : Denotes Limited Common Elements.
- 9- C.E. : Denotes Common Elements.

CERTIFICATE OF SURVEYOR:

I, J.H. Manucy, being a Professional Land Surveyor, duly authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within: "CASA LA PLAYA CONDOMINIUM" as shown hereon is substantially complete so that the materials comprising Exhibit "A" of the Declaration of Condominium, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.
I FURTHER CERTIFY that all planned improvements, including, but not limited to, landscaping, utility services and access to the units and common element facilities have been substantially completed.

J.H. MANUCY, INC.

DATE: _____

J.H. MANUCY
REG. LAND SURVEYOR NO. 1128
STATE OF FLORIDA

- NOTES: 1) This certification is only for the lands shown hereon.
2) This is not a certificate of title, zoning, easements or freedom from encumbrances.
3) This certificate is not valid unless signed and sealed with the embossed seal of the Surveyor.

BK18437PC0077

Enlargement of

J. H. MANUCY, INC.

LAND SURVEYOR'S
4694 PALM AVENUE
HIALEAH FLORIDA
33012
TELE: 305-821-1281 305-821-1220

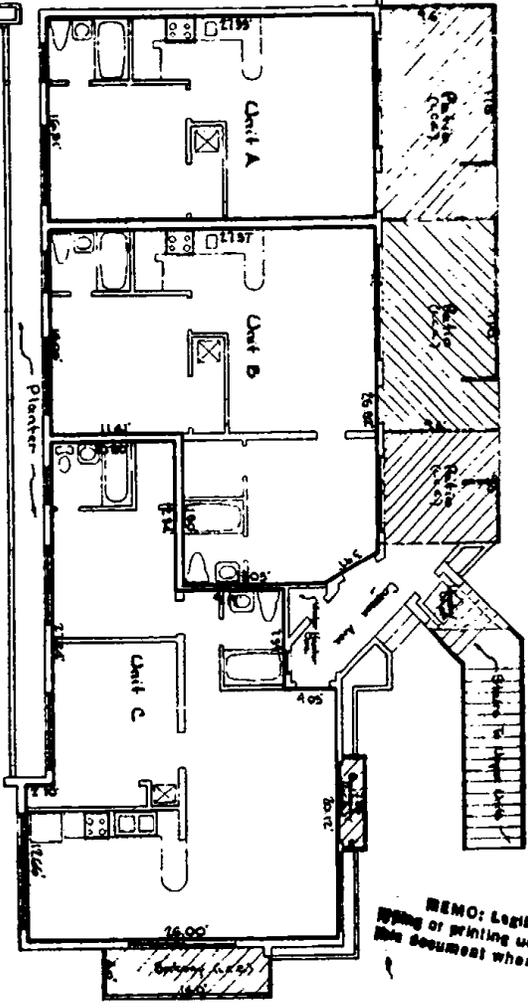
SHEET 1 OF 6
SCALE: 1" = 10'
DATE: OCT 11 1990
ORDER NO.: 38885
FIELD BOOK: A349-40
ORDER NO. REVISED DATE

CASA LA PLAYA CONDOMINIUM

FIRST FLOOR UNIT BOUNDARIES

EXHIBIT "A"

BR 18437PG0078



UNIT A
UNIT B
UNIT C

Plaster
16.00'



GENERAL NOTES:

1- The information shown hereon are based from plans and data supplied by B&B Associates, Inc., Architects, and field measurements.
 2- The dimensions of the Condominium Units are computed to the unfinished interior wall of each unit.

3- ~~UNIT BOUNDARIES:~~ Each unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

a- Upper Boundaries: The upper boundary of a Unit shall be the horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b- Lower Boundaries: The lower boundary of a Unit shall be the horizontal plane of the upper surface of the unfinished concrete floor slab serving the Unit extended to the vertical boundaries of the Unit.

c- Vertical Boundaries: The vertical boundaries of a Unit shall be the vertical plane of the unfinished interior surface of the walls bounding the Unit extended vertically to the upper and lower boundaries of the Unit.

d- Apertures: Where there is an aperture in any vertical boundary, including but not limited to windows or doors, the vertical boundary shall be extended at such places, so that the vertical boundary at such places shall be coincident with the unfinished surface surrounding the aperture, and the Unit shall not include any glass, windows, glass sliding doors, entrance or exit doors, or any frames and casings thereto, within said aperture.

e- General: A Unit shall not be deemed to include the outer, undecorated or unfinished surfaces of the perimeter walls surrounding the Unit, nor shall a Unit be deemed to include support columns located within the Unit or pipes, wires, conduits or other utility lines running through the Unit which serve any Common Elements or a Unit other than the Unit in which such lines are located. A Unit shall be deemed to include interior walls and partitions which are contained within the Unit and also the inner decorated or finished surfaces of the perimeter walls and floors of the Unit, including the plaster, paint or wallpaper thereof.

4- LIMITED COMMON ELEMENTS: Limited Common Elements shall include those areas specifically designated as such on the Survey and shall also include, but not limited to, the following:

Any Parking Spaces assigned by the Developer or the Association for the exclusive use of a particular Unit.

All air-conditioning units and systems in accordance with the Declaration of Condominium.

Any balconies, decks or terraces appurtenant to a Unit.

5- PARKING SPACES: Parking spaces as shown hereon are Common Elements, however, upon the conveyance by the Developer of a Unit, Developer may, in its sole discretion, designate and assign to the purchaser of such Unit the exclusive use of a parking space or spaces, at which at that time said parking spaces shall be deemed Limited Common Element.

6- COMMON ELEMENTS: will include easements through units for conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utility service to units and common elements, and easements of support in every portion of a Unit which contributes to the support of the improvements.

7- Elevations shown hereon are relative to National Geodetic Vertical Datum.

B- L.C.E. shown thusly, // // // // denotes Limited Common Elements.

UNIT	AREA	*FLOOR ELEV.	CEILING ELEV.	PERCENT OF OWNERSHIP
314 A	445.75 S/F	+12.48	+20.79	11.40%
304 B	624.63 S/F	+12.48	+20.79	15.98%
273 C	785.96 S/F	+12.48	+20.79	20.10%
D	443.23 S/F	+21.42	+29.76	11.34%
E	438.47 S/F	+21.42	+29.76	11.22%
F	425.71 S/F	+21.42	+29.76	10.89%
G	745.70 S/F	+21.42	+29.76	19.07%
G (THIRD FLOOR)		+30.39	+38.71	
TOTAL	3909.45 S/F			100.00%

NOTE: Areas shown hereon do not include balconies, patios or terraces adjacent to Units.

add balcony feet

BK 18437PC0079

GENERAL NOTES:

Enlargement 3 of Six

1- The information shown hereon are based from plans and data supplied by BQ2 & Associates, Inc., Architects, and field measurements.

2- The dimensions of the Condominium Units are computed to the unfinished interior wall of each unit.

3- **UNIT BOUNDARIES:** Each unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

a- **Upper Boundaries:** The upper boundary of a Unit shall be the horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

b- **Lower Boundaries:** The lower boundary of a Unit shall be the horizontal plane of the upper surface of the unfinished concrete floor slab serving the Unit extended to the vertical boundaries of the Unit.

c- **Vertical Boundaries:** The vertical boundaries of a Unit shall be the vertical plane of the unfinished interior surface of the walls bounding the Unit extended vertically to the upper and lower boundaries of the Unit.

d- **Apertures:** Where there is an aperture in any vertical boundary, including but not limited to windows or doors, the vertical boundary shall be extended at such places, so that the vertical boundary at such places shall be coincident with the unfinished surface surrounding the aperture, and the Unit shall not include any glass, windows, glass sliding doors, entrance or exit doors, or any frames and casings thereto, within said aperture.

e- **General:** A Unit shall not be deemed to include the outer, undecorated or unfinished surfaces of the perimeter walls surrounding the Unit, nor shall a Unit be deemed to include support columns located within the Unit or pipes, wires, conduits or other utility lines running through the Unit which serve any Common Elements or a Unit other than the Unit in which such lines are located. A Unit shall be deemed to include interior walls and partitions which are contained within the Unit and also the inner decorated or finished surfaces of the perimeter walls and floors of the Unit, including the plaster, paint or wallpaper thereof.

4- **LIMITED COMMON ELEMENTS:** Limited Common Elements shall include those areas specifically designated as such on the Survey and shall also include, but not limited to, the following:

Any Parking spaces assigned by the Developer or the Association for the exclusive use of a particular Unit.

All air-conditioning units and systems in accordance with the Declaration of Condominium.

Any balconies, decks or terraces appurtenant to a Unit.

5- **PARKING SPACES:** Parking spaces as shown hereon are Common Elements, however, upon the conveyance by the Developer of a Unit, Developer may, in its sole discretion, designate and assign to the purchaser of such Unit the exclusive use of a parking space or spaces, at which at that time said parking spaces shall be deemed Limited Common Element.

6- **COMMON ELEMENTS:** will include easements through units for conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utility service to units and common elements, and easements of support in every portion of a Unit which contributes to the support of the improvements.

*7- Elevations shown hereon are relative to National Geodetic Vertical Datum.

8- L.C.E. shown thusly, // // // // denotes Limited Common Elements.

UNIT	AREA	*FLOOR ELEV.	CEILING ELEV.	PERCENT OF OWNERSHIP
A	445.75 B/F	+12.48	+20.79	11.40%
B	624.63 B/F	+12.48	+20.79	15.98%
C	785.96 B/F	+12.48	+20.79	20.10%
D	443.23 B/F	+21.42	+29.76	11.34%
E	438.47 B/F	+21.42	+29.76	11.22%
F	425.71 B/F	+21.42	+29.76	10.89%
G	745.70 B/F	+21.42	+29.76	19.07%
G (THIRD FLOOR)		+30.39	+38.71	
TOTAL	3909.45 B/F			100.00%

NOTE: Areas shown hereon do not include balconies, patios or terraces adjacent to Units.

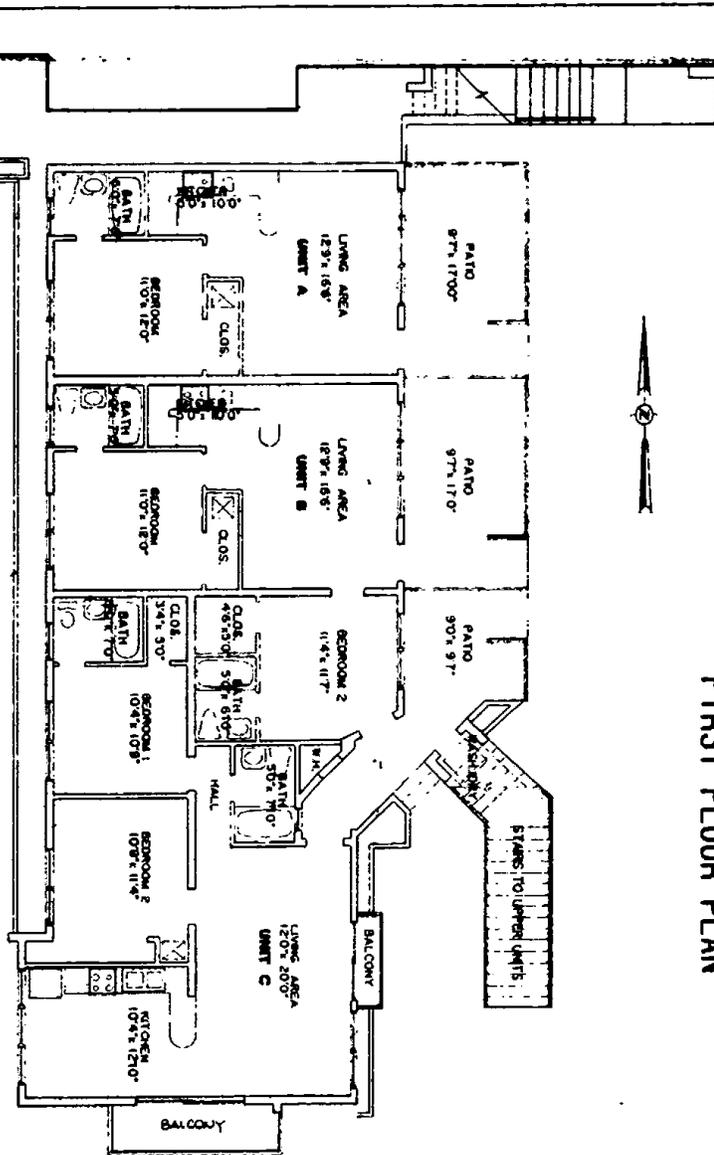
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CASA LA PLAYA CONDOMINIUM

EXHIBIT "A"

FIRST FLOOR PLAN

BK 18437PG0082



SCALE: 1/4" = 1'-0"

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

REVISIONS:
 1. THE INFORMATION ON THIS PLAN WAS OBTAINED FROM THE ARCHITECT'S RECORD DRAWINGS AND FIELD SURVEYING. THE ARCHITECT'S RECORD DRAWINGS AND FIELD SURVEYING ARE THE BASIS FOR THIS PLAN. THE ARCHITECT'S RECORD DRAWINGS AND FIELD SURVEYING ARE THE BASIS FOR THIS PLAN. THE ARCHITECT'S RECORD DRAWINGS AND FIELD SURVEYING ARE THE BASIS FOR THIS PLAN.

ANCEY, INC.
 1000 ...
 ...
 ...

SURVEYOR'S NOTES:

- 1- THE INFORMATION SHOWN HEREIN WERE COMPILED FROM PLANS AND DATA SUPPLIED BY BG2 & ASSOCIATES, INC., ARCHITECTS, AND DOES NOT REFLECT ACTUAL FIELD DIMENSIONS.
- 2- SEE UNIT BOUNDARIES SHEETS FOR ACTUAL UNIT DIMENSIONS.
- 3- ACTUAL UNIT DIMENSIONS SHOWN HEREON MAY VARY DUE TO NORMAL CONSTRUCTION TOLERANCES.

Enlargement 4 of 6

BK 18437P00083

 **M** ANUCY, INC.
LAND SURVEYOR'S
4694 PALM AVENUE
MIAMI, FL 33141

SHEET 4 OF 6
SCALE: AS SHOWN
DATE: OCT. 11 19
ORDER NO.: 38885
FIELD BOOK: A349
ORDER NO. REVISIONS D

SURVEYOR'S NOTES:

- 1- THE INFORMATION SHOWN HEREIN WERE COMPILED FROM PLANS AND DATA SUPPLIED BY SG2 & ASSOCIATES, INC., ARCHITECTS. AND DOES NOT REFLECT ACTUAL FIELD DIMENSIONS.
- 2- SEE UNIT BOUNDARIES SHEETS FOR ACTUAL UNIT DIMENSIONS.
- 3- ACTUAL UNIT DIMENSIONS SHOWN HEREON MAY VARY DUE TO NORMAL CONSTRUCTION TOLERANCES.

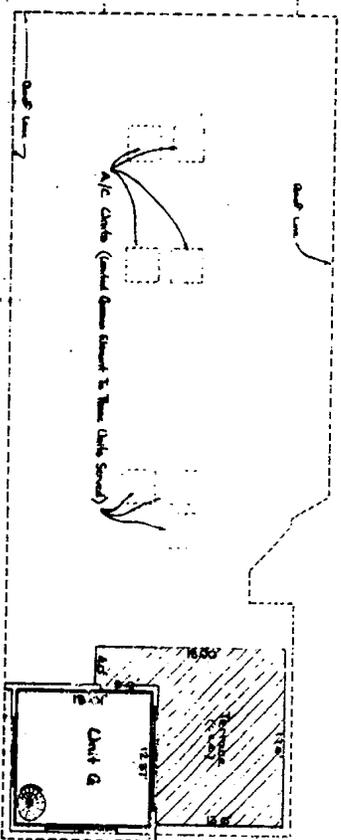
Enlargement 5 of 6

BK18437PG0085

CASA LA PLAYA CONDOMINIUM

EXHIBIT "A"
THIRD FLOOR - ROOF PLAN

BK 1843760086



MEMORANDUM

TO : [Illegible]

FROM : [Illegible]

SUBJECT : [Illegible]

[Illegible text follows]

NO.	DESCRIPTION	AMOUNT
1	[Illegible]	[Illegible]
2	[Illegible]	[Illegible]
3	[Illegible]	[Illegible]
4	[Illegible]	[Illegible]
5	[Illegible]	[Illegible]
6	[Illegible]	[Illegible]
7	[Illegible]	[Illegible]
8	[Illegible]	[Illegible]
9	[Illegible]	[Illegible]
10	[Illegible]	[Illegible]

GENERAL NOTES:

Enlargement of 6 of 6

1- The information shown hereon are based from plans and data supplied by SG2 & Associates, Inc., Architects, and field measurements.

2- The dimensions of the Condominium Units are computed to the unfinished interior wall of each unit.

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Any balconies, decks or terraces appurtenant to a Unit.

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8- L.C.E. shown thusly, // // // // denotes Limited Common Elements.

UNIT	AREA	*FLOOR ELEV.	CEILING ELEV.	PERCENT OF OWNERSHIP
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B	624.63 B/F	+12.48	+20.79	15.98%
C	785.96 B/F	+12.48	+20.79	20.10%
D	443.23 B/F	+21.42	+29.76	11.34%
E	438.47 B/F	+21.42	+29.76	11.22%
F	425.71 B/F	+21.42	+29.76	10.89%
G	745.70 B/F	+21.42	+29.76	19.07%
G (THIRD FLOOR)		+30.39	+38.71	

TOTAL 3909.45 B/F 100.00%

NOTE: Areas shown hereon do not include balconies, patios or terraces adjacent to Units.

BK18437PG0087

EXHIBIT "B"

CASA LA PLAYA, A CONDOMINIUM

UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS
AND PERCENTAGE OF SHARING COMMON EXPENSES
AND OWNING COMMON SURPLUS

BK18437PC0088

CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC.

NUMBER OF UNITS, NUMBER OF BEDROOMS/BATHROOMS
IN EACH UNIT, UNIT NUMBER AND UNDIVIDED INTEREST.

<u>UNIT NUMBER</u>	<u>NUMBER OF BEDROOMS/BATHROOMS</u>	<u>PERCENT OF UNDIVIDED SHALL IN COMMON ELEMENTS, COMMON SURPLUS AND COMMON EXPENSES</u>
A	1/1	11.40
B	2/2	15.98
C	2/2 :	20.10
D	1/1	11.34
E	1/1	11.22
F	1/1	10.89
G	2/1	19.07

BK18437PC0089

EXHIBIT "C"

CASA LA PLAYA , A CONDOMINIUM

ARTICLES OF INCORPORATION OF
CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC.

BK18437PC0090

MEMO: Legibility of writing
by type or printing unsatisfactory in
this document when microfilmed

ARTICLES OF INCORPORATION

OF

CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC.

...

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

EXPLANATION OF TERMINOLOGY

The terms contained in these Articles which are contained in the Declaration of Condominium ("Declaration") creating a Condominium, shall have the meaning of such terms set forth in the Declaration.

ARTICLE I

NAME

The name of this Association shall be CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC., whose present address is 1451 South Surf Road, Hollywood, Fla 33019

ARTICLE II

PURPOSE OF ASSOCIATION

The purpose for which this Association is organized is to maintain, operate and manage the Condominium and to operate, lease, trade, sell and otherwise deal with the personal and real property thereof.

ARTICLE III

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit and all powers set forth in the Florida Statutes Chapter 718, Florida Statutes Chapter 607, and Florida Statutes Chapter 617 which are not in conflict with the terms of the Declaration, these Articles, the By-Laws or the Act.

D. The Association shall have all of the powers of an owners' association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. to make, establish and enforce reasonable Rules and Regulations governing the Condominium and the use of Units;

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MEMO: Legibility of writing
typing or printing unsatisfactory in
this document when microfilmed

2. to make, levy, collect and enforce Special Assessments and Annual Assessments against Owners and to provide funds to pay for the expenses of the Association and the maintenance, operation and management of the Condominium in the manner provided in the Declaration, these Articles, the By-Laws and the Condominium Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. to maintain, repair, replace and operate the Condominium in accordance with the Declaration, these Articles, the By-Laws and the Act;

4. to reconstruct improvements of the Condominium in the event of casualty or other loss in accordance with the Declaration;

5. to enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the Act; and,

6. to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Condominium and to enter into such other agreements that are consistent with the purpose of the Association.

ARTICLE IV

MEMBERS

The qualification of Members, the manner of their admission to membership in the Association, the manner of the termination of such membership and voting by Members shall be as follows:

A. Until such time as the recordation of the Declaration, the Members of this Association shall be comprised solely of the Subscribers ("Subscriber Members") to these Articles; and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one (1) vote on all matters requiring a vote of the Members.

D. Upon the recordation of the Declaration, the Subscriber Members' rights and interests shall be automatically terminated and the Owners, which in the first instance means Developer as the owner of the Units, shall be entitled to exercise all of the rights and privileges of Members.

C. Membership in the Association shall be established by the acquisition of ownership of a Condominium Unit in the property as evidenced by the recording of an instrument of conveyance amongst the Public Records of Dade County, Florida, whereupon, the membership in the Association of the prior Owner thereof, if any, shall terminate. New Members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Condominium Unit.

E. With respect to voting, the Members as a whole shall vote. Each Condominium Unit with respect to all matters upon which Owners (other than the Developer are permitted or required to vote as set forth in the Declaration, these Articles or By-Laws) shall be entitled to one vote for each Unit owned, which vote shall be exercised and cast in accordance with the Declaration, these Articles and the By-Laws.

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FROM ORIGINAL OF WHICH
THIS DOCUMENT WAS MICROFILMED

ARTICLE V

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI

SUBSCRIBERS

The name and address of the subscribers to these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
LUIS STABINSKI	757 N.W. 27th Avenue Third Floor Miami, Fla 33125

ARTICLE VII

OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible.

ARTICLE VIII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	LUIS STABINSKI
Vice President and Assistant Secretary	BELL STABINSKI
Secretary/Treasurer	DAREN STABINSKI

The street address of the initial office of this Corporation is 1451 South Surf Rd. Hollywood, Fla. and the name of the initial resident agent of this Corporation is STABINSKI & FUNT, 757 N.W. 27th Avenue Third Floor, Miami, Fla 33125

MEMO: Legibility of writing
typing or printing unsatisfactory in
this document when microfilmed.

ARTICLE IX

BOARD OF DIRECTORS

A. The form of administration of the Association shall be by a Board of three (3) Directors.

B. The names and addresses of the persons who are to serve as the first Board of Directors ("First Board") are as follows:

<u>NAME</u>	<u>ADDRESS</u>
LJUIS STABINSKI	757 N.W. 27th Avenue, 3rd Floor, Miami, Fla 33125
BELL STABINSKI	757 N.W. 27th Avenue, 3rd Floor, Miami, Fla 33125
DAREN STABINSKI	757 N.W. 27th Avenue, 3rd Floor, Miami, Fla 33125

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. The First Board shall serve until the "Initial Election Meeting", as hereinafter described, which shall be held thirty (30) days after the sending of notice by Developer to the Association that Developer voluntarily waives its right to continue to designate the members of the First Board, whereupon the First Board shall resign and be succeeded by the "Initial Elected Board" (as hereinafter defined).

D. The "Initial Elected Board" shall be composed of Directors elected by the Members of the Association at a meeting ("Initial Election Meeting") to be called by the First Board for such purpose. Notice of the Initial Election Meeting shall be forwarded to all Members in accordance with the By-Laws; provided, however, that the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. All members of the Initial Elected Board shall be Owners of Condominium Units in the property. The Initial Elected Board shall succeed the First Board upon the election thereof at the Initial Election Meeting, but nothing herein shall preclude the officers, directors or designees of Developer (as long as Developer is an Owner) from being elected as members of the Board at the Initial Election Meeting or at any time thereafter. The Initial Elected Board shall serve until the next "Annual Members Meeting" (as defined in the By-Laws) following the Initial Election Meeting, whereupon the Members shall elect the Directors. The Board shall continue to be so elected at each subsequent Annual Members Meetings in accordance with the By-Laws of the Association.

BR 1843760094

ARTICLE X

INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not

apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI

BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws and the Act. As is set forth in the By-Laws, the By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members Meeting or a special meeting of the Members and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. Notwithstanding anything contained herein to the contrary, the By-Laws may be amended by the Developer without the consent or vote of any Unit Owner provided that such amendment does not materially prejudice the rights of any Owner other than the Developer.

ARTICLE XII

AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records of Dade County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of any such Declaration.

B. After the recording of the Declaration amongst the Public Records of Dade County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Members) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Members. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Members must be by a vote of a majority of the Members present at a meeting of the membership at which a quorum (as determined in accordance with the By-Laws) is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum (as determined in accordance with the By-Laws) is present.

C. A copy of each amendment shall be certified by the Secretary of State and recorded amongst the Public Records of Dade County, Florida.

D. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, or the provisions of this Article XII, without the prior written consent thereof by Developer.

E. Notwithstanding the foregoing provisions of this Article XII, so long as the Developer is entitled to elect a

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majority of the Board, the Developer shall have the right to amend these Articles without the consent of any Owner provided such amendment does not materially prejudice the rights of any institutional mortgagee.

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures the day and year set forth below.

Dated: January 7, 1991


LUIS STABINSKI

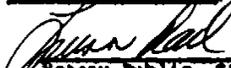
Dated: _____

Dated: _____

STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared LUIS STABINSKI to me known to be the persons described as the Subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 7th day of January, 1991.


Notary Public, State of Florida



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 14, 1994
BONDED THRU GENERAL INS. UND.

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ACCEPTANCE BY REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN THE ARTICLE VIII OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF HIS DUTIES.

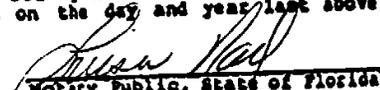
DATED THIS 27 DAY OF January, 1991

BY: 
(Registered Agent)

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this ___ day of January, 1991, personally appeared before me, an Officer duly authorized to administer oaths and take acknowledgments, LUIS STABINSKI, to me known to be the individual described in and who executed the foregoing instrument as registered agent to the Articles of Incorporation of CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC. a Florida corporation, and he severally acknowledged to me that he signed and executed such instrument for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have set my hand and official seal in the County and State aforesaid on the day and year last above written.


Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 14, 1994
BONDED THRU GENERAL INS. GRD.

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EXHIBIT "D"

CASA LA PLAYA, A CONDOMINIUM

BY-LAWS OF
CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS

OF

CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC.
A Florida Corporation Not for Profit

• • •

ARTICLE ONE

Organization

Section 1. The name of this organization shall be
CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC.

Section 2. The organization may, by a vote of the Unit
Owners, change its name.

ARTICLE TWO

Purposes

The following are the purposes for which this organization
has been established:

Section 1. To serve the recreational and maintenance needs
of the Owners of the Condominium Units constructed upon the real
property described on Exhibit "A" of the Declaration of Condomi-
nium to which this Exhibit "E" is attached.

Section 2. To maintain, manage, operate, administer and
improve the real property upon which the recreational facilities
are to be constructed; and further, to maintain the facilities
and improvements, including personal property, thereon.

Section 3. For the purposes set forth in the Articles of
Incorporation of this organization and the Declaration of Condo-
minium of a Condominium.

Section 4. For such other purpose as the Board of
Directors may from time to time deem necessary for the efficient
operation of the recreational facilities and Common Elements and
Limited Common Elements contemplated hereby.

ARTICLE THREE

Meetings of Membership

Section 1. Place: All meetings of the Association member-
ship shall be held at the office of the Association or such other
place as may be designated in the notice.

Section 2. Annual Meeting:

(a) The first Annual Meeting shall occur within one
hundred (100) days of the recordation of the Declaration of Con-
dominium and annually thereafter. All members of the Board of
Directors to be elected by Unit Owners, other than the Developer,
shall be elected by plurality vote.

(b) Subsequent to the first Annual Meeting, regular
annual meetings shall be held in the month of January of each
year upon a date appointed by the Board of Directors. No meeting

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shall be held on a legal holiday. At least fourteen (14) days prior to the Annual Meeting, written notice shall be mailed by regular mail to each member of the Association at the address appearing on the books of the Association.

(c) At the Annual Meetings, the membership of the Association shall elect, by plurality vote, a Board of Directors and transact such other business as may properly come before the meeting. The Directors so elected at the Annual Meeting shall constitute the Board of Directors until the next Annual Meeting of the members of the Association and the election and qualification of their successors.

Section 3. Membership List: At least fifteen (15) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by Condominium Units, shall be prepared by the Secretary of the Association. Such list shall be produced and kept for said fifteen (15) day period and during the election at the office of the Association and shall be open to examination by any member during such period.

Section 4. Special Meetings:

(a) Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President or Secretary at the request, in writing, of members holding not less than twenty five (25) percent of the voting interest in the Association. Such request shall state the purpose, or purposes, of the proposed meeting.

(b) Written notice of a Special Meeting of members, stating time, place and object thereof, shall be mailed by regular mail to each member entitled to vote thereat, at such address as appears on the books of the Association, at least five (5) days before such meeting.

(c) Business transaction at all Special Meetings shall be confined to the purposes stated in the notice thereof.

Section 5. Proxies: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association prior to the meeting. If more than one (1) person owns a Condominium Unit (such as husband and wife), all must sign the proxy for it to be valid.

Section 6. Quorum: The presence in person or representation by written proxy of the members holding at least fifty (50) percent of the total voting interest in the Association shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, or by these By-Laws. If, however, such quorum shall not be present, the President, or in his absence, the Vice President; or in his absence, any other appropriate officer or director may adjourn the meeting to a time within fifteen (15) days thereof at the same place to be announced at the meeting by the person adjourning same and a notice of such new meeting to be posted conspicuously upon the Condominium Property at least twelve (12) hours in advance of the meeting. The meeting shall continue to be adjourned in this manner until a quorum shall be present or represented. Notwithstanding anything contained herein to the contrary, at such new meeting or meetings (if additional meetings are necessary in order to obtain the reduced quorum as hereinafter provided), the presence in person or representation by written proxy of the members holding at least one-third (1/3) of the voting interest of the Association shall be requisite to and shall constitute a quorum at such new meeting or meetings; it being intended that, in the event a majority quorum cannot be obtained at any meeting of the members, the quorum requirement be reduced for the purposes of the new meeting or meetings to which the original meeting is adjourned

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only. At such new meeting or meetings, if necessary, at which a quorum (at least one-third (1/3) of the voting interest of the Association present in person or represented by proxy) exists, any business may be transacted which might have been transacted at the meeting originally called. Although any proxy shall be valid at the original meeting and any lawful adjourned meeting or meetings thereof, the Condominium Act shall control (in the event it limits the validity of proxies as it presently does for a period no longer than ninety (90) days after the date of the first meeting for which it was given). P.S. 718.112(2)(b)2.

Section 7. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the Unit Owners' total votes present in person or represented by written proxy at such meeting shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the statutes or the Declaration of Condominium or by these By-Laws, a different vote is required, in which case such express provisions shall govern and control the voting on such issue.

Section 8. Right to Vote and Designation of Voting Member: If a Condominium Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Condominium Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Condominium Unit is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As provided herein, the vote of a Unit is not divisible.)

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.

Section 9. Waiver and Consent: Whenever the vote of a member at a meeting is required or permitted by any provision of the statutes or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may not be dispensed with.

Section 10. Order of Business: The proposed order of business at all meetings of the Association will be:

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- (a) Determination of a Quorum;
- (b) Proof of Notice of Meeting or Waiver of Notice;
- (c) Reading of Minutes of Prior Meeting;
- (d) Officers' Reports;
- (e) Committee Reports;
- (f) Unfinished Business;
- (g) New Business; and,
- (h) Adjournment.

ARTICLE FOUR

Voting

Section 1. The Owner(s) of each Condominium Unit shall be entitled to one (1) vote. If a Condominium Unit Owner owns more than one (1) Unit, he shall be entitled to vote for each Unit owned. The vote of a Condominium Unit shall not be divisible.

Section 2. For the election of Directors, voting shall be by secret ballot. When voting by ballot (for Directors or otherwise), the Chairman of the meeting, immediately prior to the commencement of balloting, shall appoint a committee of three (3) members who will act as "Inspectors of Election" and who shall, at the conclusion of the balloting, certify in writing the results, and such certificate shall be annexed to the Minutes of the meeting.

ARTICLE FIVE

Board of Directors

Section 1. The business of this Association shall be governed by a Board of Directors consisting of three (3) persons. All Directors, other than the Developer or his designated agents, shall be members of the Association.

Section 2. The Directors to be chosen for the ensuing year shall be chosen at the Annual Meeting of this Association by plurality vote; and they shall serve for a term of one (1) year.

Section 3. The Board of Directors shall have the control and management of the affairs and business of this Association and shall have the right to establish reserves or Assessments for betterment of the Condominium Property. Said Board of Directors shall only act in the name of the Association when it shall be regularly convened by its Chairman and after due notice to all Directors of such meeting.

Section 4. All meetings of the Board of Directors of the Association shall be open to the members of the Association and notices of such meetings, stating the place and time thereof, shall be posted conspicuously at least forty eight (48) hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of an emergency, said notice shall not be required.

Section 5. The organizational meeting of a newly elected Board of Directors (at which meeting officers for the coming year shall be elected) shall be held within ten (10) days of the election of the new Board at such time and place as shall be fixed by the Chairman of the meeting at which they were elected.

Section 6. A majority of the members of the Board of Directors shall constitute a quorum, and the meetings of the Board of Directors shall be held regularly at such time and place as the Board of Directors shall designate.

Section 7. Each Director shall have one (1) vote, and such voting may not be by proxy.

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Section 8. The Board of Directors may make such rules and regulations covering its meeting as it may, in its discretion, determine necessary.

Section 9. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

Section 10. Special meetings of the Board of Directors may be called by the President, or, in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of Special Meetings shall state the purpose of the meeting.

Section 11. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Vacancies in the said Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the year, unless the vacancy occurs in regard to a Director designated by the Developer who shall thereupon designate a new Director. **

Section 13. The President of the Association by virtue of his office shall be Chairman of the Board of Directors and preside at meetings of the membership. The removal process of Directors herein described shall not apply to Directors elected, appointed or designated by the Developer who may remove any such Director in its sole discretion and who shall thereafter designate the successive Director.

Section 14. A Director may be removed either with or without cause at any time by a vote of the majority of the Association's membership at any regular or special meeting of the membership of the Association; (except for the first Board of Directors and except as provided in Article Nine of these By-Laws) provided that before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is made, and such Director is given an opportunity to be heard at such meeting should he be present, prior to the vote of his removal.

Section 15. The first Board of Directors as Designated by the Developer shall consist of:

Luis Stabinski
Karen Egosi
Amalia Nick

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting as set forth in Article Three; Section 2(a) of these By-Laws; provided any and all of said Directors shall be subject to replacement by the Developer.

Section 16. Power and Duties: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by law or by the Declaration of Condominium, this Association's Articles of Incorporation.

** Any vacancies in the Board of Directors elected by the Unit Owners will have the same right as those of the Developer.

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poration, or these By-Laws, or directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(b) To make and levy special and regular Assessments, collect said Assessments, and use and expend the Assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common elements and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities, and the use and maintenance of the Condominium Units therein, and the recreational area and facilities.

(e) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(f) Designate one (1) or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association, provided, however, that the powers of a committee shall be limited, and no committee shall be entitled to assume all the powers of the Board of Directors. Such committee(s) shall consist of at least three (3) members of the Association, one (1) of whom shall be a director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors as required.

(g) To enter into and upon the Condominium Units when necessary and at as little inconvenience as practical in connection with the maintenance, care and preservation of Common Elements.

(h) To use and to expend the Assessments collected to maintain, care for and preserve the Condominium Units, the Common Elements, the Limited Common Elements, and the Condominium Property (other than the interiors of the Condominium Units which are to be maintained, cared for and preserved by the individual Condominium Unit Owners).

(i) To pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

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(k) To repair and replace Common Element and Limited Common Element facilities, machinery and equipment.

(l) To insure and keep insured the Owners against loss from public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium.

(m) To review all complaints, grievances or claims of violations of the Declaration of Condominium, Exhibits thereto, the Condominium Act and the Rules and Regulations promulgated by the Association and to assess fines and establish a uniform procedure for determining whether such violations occurred and whether fines should be assessed. Such procedure may be set forth in the Rules and Regulations promulgated by the Board of Directors.

(n) To collect delinquent assessments by suit or otherwise to abate nuisances and to enjoin or seek damages from Unit Owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Administration.

ARTICLE SIX

Officers

Section 1. The principal officers of the Association shall be as follows:

President
Vice President/Assistant Secretary
Secretary/Treasurer

Section 2. The President shall preside at all membership meetings. He shall be a Director and shall, by virtue of his office, be Chairman of the Board of Directors. He shall present at each Annual Meeting of the Association an Annual Report of the work of the Association. He shall appoint all committees, temporary or permanent. He shall see to it that all books, reports and certificates, as required by law, are properly kept or filed. He shall be one of the officers who may sign the checks or drafts of the Association. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

Section 3. The Vice President shall be a Director and shall, in the event of the absence or inability of the President to exercise his office, become acting President of the Association with all the rights, privileges and powers of said office.

Section 4. The Secretary shall:

(a) Keep the Minutes and records of the Association in appropriate books.

(b) File any certificate required by any statute, Federal or State.

(c) Give and serve all notices to members of this Association.

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(d) Be the official custodian of the records and seal, if any, of this Association.

(e) Be one of the officers required to sign the checks and drafts of the Association.

(f) Present to the membership at any meetings any communication addressed to him as Secretary of the Association.

(g) Submit to the Board of Directors any communications which shall be addressed to him as Secretary of the Association.

(h) Attend to all correspondence of the Association and exercise all duties incident to the office of the Secretary.

Section 5. The Treasurer shall:

(a) Have the care and custody of all monies belonging to the Association and shall be solely responsible for such monies or securities of the Association. He shall cause to be deposited in a regular business bank or trust company a sum not exceeding an amount authorized by the Board of Directors and the balance of the funds of the Association shall be deposited in a savings bank, except that the Board of Directors may cause such funds to be invested in such investments as shall be legal for a savings bank in the State of Florida.

(b) Be one of the officers who shall be authorized to sign checks or drafts of the Association; no special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it.

(c) Shall render at stated periods as the Board of Directors shall determine a written account of the finances of the Association, and such report shall be physically affixed to the Minutes of the Board of Directors at such meeting.

(d) All or a portion of the duties of the Treasurer may be fulfilled by a management company in the discretion of the Board of Directors.

Section 6. No officer or Director shall, for reason of his office, be entitled to receive any salary or compensation, but, nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for duties other than as a Director or officer.

ARTICLE SEVEN

Salaries

The Board of Directors shall hire and fix the compensation of any and all employees which they, in their discretion, may determine to be necessary in the conduct of the business of the Association. However, no member of the Board of Directors or an officer of the Association shall be paid any compensation for carrying out their duties.

ARTICLE EIGHT

Committees

All committees of this Association shall be appointed by the majority of the Board of Directors for whatever period of time is designated by said Board of Directors.

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ARTICLE EIGHT

FINANCES AND ASSESSMENTS

Section 1. Resolutions: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by two (2) officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fiscal Year: The fiscal year for the Association shall begin on the first day of January each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 3. Determination of Assessments:

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments, and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium and recreation facilities. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions and percentages of sharing Common Expenses as provided in the Declaration of Condominium. Said Assessments shall be payable monthly in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinafter provided for regular assessments, and shall be payable in the manner determined by the Board of Directors. Assessments shall include, but not be limited to, fines made by the Board of Directors in any amount and manner set forth in the Rules and Regulations promulgated by the Board of Directors for violations of the Declaration of Condominium, Exhibits thereto, the Condominium Act and/or the Rules and Regulations.

(b) When the Board of Directors has determined the amount of any Assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's Assessment. All Assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each fiscal year.

Section 4. Application of Payments and Control of Funds: All sums collected by the Association from Assessments may be consigned in a single fund or divided into more than one (1) fund, as determined by the Board of Directors of the Association.

All Assessment payments by a Unit Owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or Special Assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 5. Acceleration of Assessment Installment Upon Default: If a Unit Owner shall be in default in the payment of an installment upon any Assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Unit Owner and, thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner. This acceleration can only take place after a Claim of Lien has been filed, pursuant to Florida Statute 718.112(2)(g).

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ARTICLE TEN

Minutes

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and be made available for inspection by Unit Owners and Board members at all reasonable times.

ARTICLE ELEVEN

Compliance and Default

Section 1. In the event of a violation (other than the nonpayment of an Assessment) by the Unit Owner in any of the provisions of the Declaration of Condominium, of these By-Laws or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;

(b) An action in equity to enforce performance on the part of the Unit Owner;

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or,

(d) Deleted.

Section 2: Deleted.

Section 3. In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

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Section 4. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition of the future.

Section 5. In the event of any internal dispute arising from the operation of the Condominium among Unit Owners, the Association, and their agents and assigns, any party may apply for voluntary binding arbitration, which shall be conducted pursuant to the rules of the American Arbitration Association. Venue for any such proceedings shall be in Dade or Broward Counties, Florida.

ARTICLE TWELVE

Indemnification

The Association shall indemnify every Director and every officer, their heirs, personal representatives and administrators, against all loss, cost and expense reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director and officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director and officer may be entitled.

ARTICLE THIRTEEN

Liability Survives Termination of Membership

The termination of ownership in the Condominium shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE FOURTEEN

Liens

Section 1. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special Assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and Special Assessments upon a Condominium Unit shall be paid before becoming delinquent as provided in these Condominium documents or by law, whichever is sooner.

Section 2. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and Special Assessments, within five (5) days after the attaching of the lien.

Section 3. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner received notice thereof.

Section 4. Failure to comply with this Article Fourteen concerning liens will not affect the validity of any judicial sale.

Section 2. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Board of Directors of the Association may make such changes as it deems appropriate against the applicable Unit for supplying the information provided herein.

ARTICLE FIFTEEN

Amendments to the By-Laws

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners provided that:

(a) Notice of the meeting shall contain a statement of the proposed amendment.

(b) If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the Unit Owners present in person or by proxy at such meeting.

(c) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the Unit Owners present in person or by proxy at the meeting.

(d) Said amendment shall be recorded and certified as required by the Condominium Act. Notwithstanding anything above to the contrary, until one of the events in Article XXIII, Section 23.01 of the Declaration of Condominium occurs, these By-Laws may not be amended without a prior resolution requesting the said amendment from the Board of Directors.

(e) Notwithstanding the foregoing, no amendment to these By-Laws may at any time be adopted or become effective which shall abridge, amend or alter the rights of the Developer without first obtaining the prior written consent of the Developer.

ARTICLE SIXTEEN

Construction

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions (or portions thereof) of this instrument shall nevertheless be and remain in full force and effect.

Headings are provided herein for convenience purposes only and shall not be construed for interpreting the meaning of any provisions of these By-Laws.

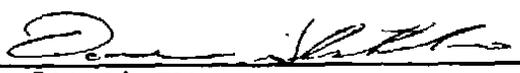
ARTICLE SEVENTEEN

Voluntary Arbitration

All internal disputes arising from the operation of the Condominium among the Unit Owners, Association and their agents and assigns, may be subject to voluntary binding arbitration in accordance with rules, regulations and provisions adopted from time to time by the Division or as may be otherwise provided by law.

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The foregoing were adopted as the By-Laws of CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC., at the first meeting of its Board of Directors.


Secretary

APPROVED:


President

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SCHEDULE "1"

CASA LA PLAYA CONDOMINIUM
PROPOSED NUMBER OF UNITS AND GENERAL SIZE
OF THE UNITS.

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UNIT

AREA

A	445.75 Square Feet
B	624.63 Square Feet
C	785.96 Square Feet
D	443.23 Square Feet
E	438.47 Square Feet
F	425.71 Square Feet
G	745.70 Square Feet

SCHEDULE "2"

CASA LA PLAYA, A CONDOMINIUM

NUMBER OF UNITS, NUMBER OF
BEDROOMS/BATHROOMS IN EACH UNIT, UNIT NUMBER
AND UNDIVIDED INTEREST

BK18437PC0114

CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC.

NUMBER OF UNITS, NUMBER OF BEDROOMS/BATHROOMS
IN EACH UNIT, UNIT NUMBER AND UNDIVIDED INTEREST.

<u>UNIT NUMBER</u>	<u>NUMBER OF BEDROOMS/BATHROOMS</u>	<u>UNDIVIDED INTEREST</u>
A	1/1	11.40
B	2/2	15.98
C	2/2	20.10
D	1/1	11.34
E	1/1	11.22
F	1/1	10.89
G	2/1	19.07

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SCHEDULE "B"

CASA LA PLAYA, A CONDOMINIUM

ESTIMATED OPERATING BUDGET FOR THE
CONDOMINIUM PROPERTY

BK18437PG0116

**NOTES TO THE ESTIMATED OPERATING BUDGET FOR
CASA LA PLAYA CONDOMINIUM ASSOCIATION**

NOTE 1 The arrangements for management of the Association and maintenance and operation of the condominium property and of other property that will serve the Unit Owners of the Condominium is administered by the Board of Directors of the Association. At the present time, the Board of Directors of the Association is controlled by the Developer. There is currently no management agreement in effect. However, the Association has the right, under the Declaration, to employ a management company.

NOTE 2 The assessment for electric includes expenses for the common elements only and does not include assessments for individual units.

NOTE 3 In accordance with the Condominium Act, reserves have been waived by the Association. If reserves had not been waived, same would have been calculated as follows:

	<u>Estimated Life</u>	<u>Estimated Remaining Useful Life</u>	<u>Estimated Replacement Cost</u>	<u>Current Balance In Account</u>	<u>Reserve Required</u>
Roof Replacement	15 yrs.	15 yrs.	4,000.00	0	0
Painting	10 yrs.	10 yrs.	2,000.00	0	0
Pavement Resurfacing	37 yrs.	20 yrs.	1,500.00	0	0

NOTE 4 By definition, a Budget is an estimate of expenses. However, actual expenses incurred may be either more or less than the estimated expenses set forth in the Budget. The Developer and the Association cannot and do not make any representation or warranty that actual expenses will not increase as a result of inflation, etc. Furthermore, if the estimated expenses in certain categories of the Budget, for example water or electricity, are greater than the actual expenses incurred for those categories, then the excess will be used to off-set deficit occurring in the categories of the Budget where actual expenses exceed the estimated expenses.

NOTE 5 Each unit shall be separately billed for real estate taxes, personal property taxes, electricity and gas serving the unit and telephone charges.

NOTE 6 Pursuant to Section 718.116(9), the Developer has guaranteed that the Assessment for Common Expenses of the Condominium imposed on the Unit Owners will not increase over ** and has obligated himself to pay any amount of Common Expenses incurred during that period and not produced by the Assessments at the guaranteed level receivable from other Unit Owners. These guarantees of the Developer are also included as part of the Declaration of Condominium, and appearing under XXX of same.

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**** Note 6, cont'd**
Estimated Operating Budget

the monthly allotment of each unit as follows:

Unit No.	Monthly
A	156.90
B	219.94
C	276.65
D	156.08
E	154.43
F	149.89
G	262.47

CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC.
ESTIMATED OPERATING BUDGET FOR
Fiscal Year: January, 1991 through December, 1991

Expenses of the Association and the Condominium (see Note 4)

	<u>MONTHLY</u>	<u>ANNUALLY</u>
A. Administration of the Association:		
Office Supplies & Postage	20.00	240.00
Licenses & Permits	20.00	240.00
Accounting & Legal	50.00	600.00
Payroll Taxes & Insurance	50.00	600.00
B. Maintenance		
Fire Extinguisher Service	10.00	120.00
Landscaping	100.00	1,200.00
Maintenance	100.00	1,200.00
Pest Control	100.00	1,200.00
C. Rent for Recreational & Other commonly used facilities	N/A	N/A
D. Taxes upon Association property (see Note 5)	N/A	N/A
E. Taxes upon leased areas	N/A	N/A
F. Insurance	500.00	6,000.00
G. Other expenses (see Note 2)		
Water/Sewer	100.00	1,200.00
Gas & Electric	300.00	3,600.00
H. Operating Capital	0	0
I. Reserves for Capital Expenditures (see Note 3)	0	0
Roof	0	0
Painting	0	0
Pevement Resurfacing	0	0
Elevators	0	0
HVAC	0	0
J. Fees Payable to the Division	<u>\$26.33</u>	<u>7.00</u>
SUBTOTAL	1,376.33	16,207.00
a. Expenses for a unit owner if subject to a lease	N/A	N/A
b. Rent payable by the Unit Owner directly to the Lessor under recreational lease	N/A	N/A
TOTAL: (see Note 6)	1,376.33	\$16,207.00

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Maintenance Fee per Unit:

Consisting of
Apartments:

<u>UNIT NO.</u>	<u>MONTH PER MONTH</u>	<u>UNIT PER YEAR</u>
A	156.90	1,882.80
B	219.94	2,640.00
C	276.65	3,319.80
D	156.08	1,872.96
E	154.43	1,853.16
F	149.89	1,798.68
G	262.47	3,149.64

Number of Units, Number of Bedrooms/Bathrooms in Each Unit, Unit Number and Undivided Interest.

X

Termites Inspection Report

X

Plot Plan

X

Non-Exclusive License for Use of Recreational and Other Commonly Used Facilities

N/A

Floor Plans

X

Survey of Land and Graphic Description of Improvements

X

Executed Escrow Agreement

X

Easement for Access, Ingress, Egress and Use of Recreational and Other Commonly Used Facilities

N/A

Elevator Maintenance Contract

N/A

Plans and Specifications

MADE AVAILABLE

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY FORGOTTEN WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

EXECUTED THIS _____ DAY OF _____, 19____.

PURCHASER

PURCHASER

PURCHASER

PURCHASER

SCHEDULE "A"

CASA LA PLAYA, A. CONDOMINIUM

FORM OF PURCHASE AGREEMENT UTILIZED IN THE SALE
OF CONDOMINIUM UNITS

BK18437PC0-122

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this 5th day of March, 1977, by and between FIRST DEVELOPMENT OF BROWARD, INC., corporation (hereinafter referred to as "Developer") and STABINSKI & FLINT (hereinafter referred to as "Escrow Agent").

WHEREAS, Developer is developing a Condominium to be known as CASA LA PLAYA A CONDOMINIUM upon the property more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Project") and desires the Escrow Agent hold certain deposit monies (hereinafter referred to as "Deposit Monies") received by Developer from Purchasers of Condominium Parcels at the Project (which Purchasers are hereinafter referred to as "Buyers"); and,

WHEREAS, Escrow Agent has agreed to act as Escrow Agent for the Deposit Monies paid by Buyers pursuant to Condominium Purchase Agreements (which Condominium Purchase Agreements are hereinafter referred to as "Contracts") entered into by Developer and Buyers in accordance with the provisions of Florida Statutes, Chapter 718 ("the Act") and on the terms and conditions now about to be set forth.

NOW, THEREFORE, in consideration of the sums of money hereinafter set forth and other good and lawful consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. ESCROW ACCOUNT

A. Escrow Agent hereby accepts its designation to act and serve as Escrow Agent for the Project, subject to all of the rights and privileges appertaining to such office and subject to the obligations incident thereto.

B. Contemporaneously herewith, Escrow Agent shall open a separate account which shall be designated as CASA LA PLAYA ESCROW (which separate account is hereinafter referred to as the "Account"). Developer shall deliver certain Deposit Monies received by it to Escrow Agent, pursuant to Contracts, and Escrow Agent shall deposit only such Deposit Monies in the Account. Simultaneously with the delivery of the Deposit Monies, Developer shall deliver to Escrow Agent a copy of the Contract pursuant to which Developer received the Deposit Monies; provided, however, in the event any additional Deposit Monies shall be paid pursuant to a Contract previously delivered to Escrow Agent, Developer shall not be required to deliver another copy of such Contract. A copy of the form of Contract in use at the Project is attached hereto as Exhibit "A". Additionally, Escrow Agent shall open a special escrow account designated as CASA LA PLAYA CONDO. SPECIAL ESCROW ACCOUNT (which separate escrow account is hereinafter referred to as "SPECIAL ESCROW ACCOUNT"). Developer shall deliver all Deposit Monies in excess of ten (10) percent received by it pursuant to the Contracts, and Escrow Agent shall deposit only such deposits in the SPECIAL ESCROW ACCOUNT. Disbursement of funds from the SPECIAL ESCROW ACCOUNT shall be used only for the actual construction and development of the Condominium Property in which the Unit is located and may not be used, in whole or in part, for salaries,

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commissions, expenses of salesmen, or for advertising purposes. Furthermore, such funds may only be disbursed after construction of improvements has begun. Notwithstanding anything contained herein to the contrary, Escrow Agent may establish one or more additional accounts designated as **CASA LA PLAYA CONDO**, 104 CLOSING COST ESCROW ACCOUNT" (hereinafter referred to as "CLOSING COST ACCOUNT"). The Escrow Agent shall be authorized to deposit into said account or accounts all monies received pursuant to the Purchase Agreement designated as closing costs. Such funds shall only be disbursed by Escrow Agent to the Developer in accordance with the terms and conditions for disbursement from the CLOSING COST ACCOUNT.

C. Escrow Agent shall deliver monthly statements to Developer, which statements shall indicate: the Deposit Monies received for the Project and the Buyers who made payment of the funds so deposited; the Deposit Monies disbursed for the Project and to whom the Deposit Monies were disbursed; and the remaining balance of Deposit Monies for the Project.

D. Escrow Agent shall invest the Deposit Monies as directed by Developer in accordance with the Act.

11. DISBURSEMENT OF DEPOSIT MONIES

Escrow Agent agrees to hold all Deposit Monies in escrow in the Account subject to and in accordance with the following terms and conditions:

A. Prior to the closing of title with respect to a Contract (which closing is hereafter referred to as "Closing"), Deposit Monies from payments made under such Contract by a Buyer who properly voids such Contract ("Avoidance") shall be paid by Escrow Agent to such Buyer free of all costs of the escrow, and Deposit Monies from payments made by a Buyer under such Contract shall be paid by Escrow Agent to Developer in case of a default to determine whether an Avoidance or Default has occurred, and Escrow Agent shall make the payments required hereunder upon an Avoidance or a Default within ten (10) days after receipt by Escrow Agent of written notice of such Avoidance or Default from Developer designating the Buyer and the Contract which has been Avoided or Defaulted, the amount of the Deposit Monies which should be released from escrow and to whom and where such amount should be paid; provided, however, that a copy of such notice has been mailed simultaneously therewith, via registered or certified mail, return receipt requested, to the Buyer under the Avoided or Defaulted Contract.

B. In the event of a Closing, Escrow Agent shall disburse to Developer the Deposit Monies with respect to such Contract in accordance with Buyer's authorization as contained in the Contract. Such Deposit Monies shall be disbursed to Developer upon receipt by Escrow Agent from Developer of written notice that such Closing has been completed.

C. In the event that, prior to a Closing, Escrow Agent receives written notice from the Buyer that there is a dispute between Buyer and Developer, Escrow Agent shall so notify the Developer in writing and continue to hold such Deposit Monies until it receives written instructions as to disbursement signed by both Developer and Buyer. In the alternative, Escrow Agent may disburse the disputed amount in accordance with the provisions of Article IV hereof.

D. Interest earned on Deposit Monies shall be paid to the appropriate party as may be provided by law and as per paragraph "10(b)" of the Contract.

E. Notwithstanding anything contained herein to the contrary, Escrow Agent may, without further notice or authorization from any Buyer on any Contract, transfer all Deposit Monies re-

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ceived pursuant to this Agreement, to another escrow agent who would otherwise qualify as a lawful escrow agent pursuant to the provisions of Florida Statutes, Chapter 718, provided, however, that prior to such transfer, such substitute escrow agent executes an Escrow Agreement substantially the same as this Agreement and such Escrow Agreement is filed with the Division of Florida Land Sales and Condominiums as required by law.

III. LIABILITY OF ESCROW AGENT

Escrow Agent shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same, nor as to the sufficiency of the title to the property to be conveyed. Escrow Agent's duties hereunder shall be limited to the safekeeping of such money, monies, instruments and other documents received by it as such escrow holder, and for the disposition of the same in accordance with the terms and provisions of this Escrow Agreement.

IV. DISPUTES

In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding a Buyer's Deposit Monies, Escrow Agent shall, at its option, either tender said Deposit Monies into the registry of the Court or disburse same in accordance with the Court's ultimate disposition of the case, and Escrow Agent shall be entitled to its reasonable attorneys' fees and Court costs at all trial and appellate levels.

V. TERM OF AGREEMENT

A. This Agreement shall remain in effect unless and until it is cancelled in either of the following manners:

1. Upon written notice given by Developer of cancellation or designation of Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect within thirty (30) days after notice to Escrow Agent of such cancellation by Developer; or,

2. Escrow Agent may resign as Escrow Agent at any time upon giving notice to Developer of its desire to so resign; provided, however, that resignation of said Escrow Agent shall take effect thirty (30) days after the giving of notice of resignation.

B. In the event Developer fails to designate a successor Escrow Agent within the period described hereinabove, Escrow Agent shall have the right to deposit all funds, reservations and Contracts held hereunder into the registry of an appropriate Court and request judicial determination of the rights between the parties, by interpleader or other appropriate action, in which event the prevailing party shall be entitled to its reasonable attorneys' fees and Court costs.

C. Upon termination of the duties of Escrow Agent in either manner set forth in paragraph "A" of this Article V, Escrow Agent shall deliver any and all funds held by it in escrow and any and all Contracts or documents and copies, if not the original, of its record while acting as Escrow Agent to the newly appointed Escrow Agent designated by Developer, and Escrow Agent shall not have the right to withhold the funds or documents and instruments from said newly appointed Escrow Agent.

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ORAL REPRESENTATIONS SHOULD BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 719.263, FLORIDA STATUTES, TO BE FURNISHED BY A BUYER OR LESSEE. ANY PAYMENT IN EXCESS OF TEN (10%) PERCENT OF THE PURCHASE PRICE MADE TO THE DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

CONTRACT FOR PURCHASE AND SALE
CASA LA PLAYA, A CONDOMINIUM

FIRST DEVELOPMENT OF BROWARD, INC.

Purchaser: _____
Mailing Address: _____
Street _____ Local Telephone No. _____
City _____ State _____ Zip Code _____ Telephone No. _____
Condominium Unit Number: _____ Date: _____

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from seller the "Condominium Parcel" (as hereinafter defined) in **CASA LA PLAYA**, (the "Condominium"), according to the Public Offering Statement attached, for the price and upon the terms and conditions hereinafter set forth, and subject to the additional terms and conditions on the all pages hereof.

Unit Purchase Price: _____
Parking Space # _____
Total Purchase Price: _____
Deposit Made This Date: _____
Additional Deposit Due on or Before ____/____/____: _____
Proceeds of "Mortgage Loan", if any: _____
(See Mortgage Rider)
BALANCE DUE AT CLOSING: _____
ADDITIONAL MONIES NEEDED:
Optional Item (Addendum attached hereto) _____
Closing Costs _____
Mortgage Cost _____
Monthly Condominium Maintenance Charge: _____
Contribution to Condominium Working Capital Fund: _____

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES HEREOF WHICH BY REFERENCE IS MADE A PART HEREOF.

NOTE: BEFORE PURCHASER SIGNS THIS PURCHASE AGREEMENT, PURCHASER SHOULD READ IT CAREFULLY. PURCHASER IS ADVISED THAT THIS AGREEMENT CONTAINS REFERENCES TO DEVELOPER'S RIGHT TO MAKE CHANGES IN THE OFFER MADE TO PURCHASER (PARAGRAPH "1(b)"), REFERENCES TO CERTAIN CLOSING COSTS (PARAGRAPH "2"), AND STRICT LIMITATIONS ON PURCHASER'S RIGHTS UPON DEVELOPER'S DEFAULT (PARAGRAPH "7"). PURCHASER IS FURTHER ADVISED THAT THE CONDOMINIUM DOCUMENTS CONTAIN OTHER IMPORTANT INFORMATION, INCLUDING, BUT NOT LIMITED TO, INFORMATION RESPECTING THE SPECIAL AND OTHER DETAILS FOR THE TRANSFER OF CONTROL OF THE CONDOMINIUM ASSOCIATION TO UNIT OWNERS, OTHER THAN THE DEVELOPER, AND THE RIGHT TO CANCEL CERTAIN CONTRACTS ENTERED INTO BY THE CONDOMINIUM ASSOCIATION BEFORE CONTROL IS TRANSFERRED TO UNIT OWNERS, OTHER THAN THE DEVELOPER.

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typing or printing unsatisfactory in
this document when microfilmed.

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Type of printing unsatisfactory in
this document when microfilmed

1. Condominium Plan and Condominium Documents.

(a) The Florida Condominium Act, Chapter 718, Florida Statutes (the "Act") requires that the following statement be contained in Contracts for the Sale of a Condominium Parcel:

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.903, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CANCELS FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

(b) The Purchaser acknowledges that prior to the execution of this Contract, all of the statutory information concerning this Condominium required by Sections 718.903 and 718.904 of the Act has been delivered to the Purchaser, the receipt of which is hereby acknowledged by Purchaser. The required statutory information consists of:

"Condominium Documents", the Articles of Incorporation of Casa La Playa CONDOMINIUM ASSOCIATION, INC., (the "Association"), the By-laws of the Association, Rules and Regulations of the Association, Survey, Plat Plans and Floor Plans, Operating Budget for the Association, legal descriptions, form of Purchase Agreement, Escrow Agreement and Receipt. The terms and conditions of the Condominium Documents are hereby incorporated by reference into this Contract. To exercise the right of cancellation set forth in Paragraph 1(a) above, Purchaser must deliver written notice to Seller at 757 N.W. 27th Ave. Miami, Florida (which is the place for giving any notices to Seller under this Contract) and by returning all copies of the statutory information. If the Purchaser properly terminates the Contract, all funds paid by Purchaser shall be paid to Purchaser, together with any interest earned. The Purchaser agrees that the Condominium Documents may be changed, if necessary, to meet the requirements of a mortgagee, public authority, title insurance company, or if such change is in the best interests of the Association, or the Seller, in its discretion, may determine. It is understood and agreed, however, that if changes are made that would materially alter or modify the offering in a manner which is adverse to purchase without obtaining the approval of Purchaser, then this Contract is voidable by Purchaser by delivering written notice to Seller of the Purchaser's intention to cancel this Contract within fifteen (15) days after receipt by Purchaser of all of the amended Condominium Documents.

2. Personal Property. Personal property included in the purchase price includes a refrigerator, range and dishwasher. No other items shown in the ads are included.

3. Condition of Unit.

Purchaser acknowledges that this Condominium is a conversion of previously existing improvements and that the condominium property is substantially complete. In this regard, Purchaser acknowledges that there has been made available to Purchaser floor plans of the Condominium Property. Floor plan elevations are approximate only. Purchaser further acknowledges that Seller has made available to the Purchaser complete plans and specifications for the unit and the improvements of the Condominium Property. Purchaser understands that, pursuant to the Act and the Public Offering Statement, the Developer makes no representations as to the Condominium Property or the Unit, and Purchaser hereby agrees to accept the Unit in an "as is" condition. Prior to the closing of the transaction between Purchaser and Developer, it shall be the duty of the Purchaser, in the presence of an agent or representative of the Developer, to inspect the appliances, electrical system and the plumbing contained within the unit.

"It is hereby further understood and agreed that all statutory warranties, express or implied, as set forth in the Act, or as a matter of law, shall not be applicable to Casa La Playa Condominium, or the Owner of any Unit and/or the Association and shall and are hereby disclaimed and deemed to be ineffective. Neither the Developer nor the Association shall have any obligation to make any repairs or improvements, except as expressly stated herein or in the Public Offering Statement."

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4. Title.

(a) It is understood and agreed that Purchaser is purchasing the above referenced Condominium Unit, subject to the liens as hereinafter stated, and that title to the Unit which the Purchaser shall acquire pursuant to this Agreement shall be good, marketable and/or insurable, subject only to the following:

(1) Conditions, restrictions, limitations, dedications, existing zoning ordinances and instruments of record, including, but not limited to, water, sewer, gas, electric and other utility agreements of record.

(2) Facts which an accurate survey or personal inspection of the property would disclose.

(3) Taxes for the current year and subsequent years, pending municipal liens and assessments existing and to be created for ingress and egress to the property.

(4) Covenants, conditions, restrictions, terms and other provisions as set forth in the Declaration of Condominium for Casa La Playa A Condominium, and its exhibits and Articles of Incorporation and the By-Laws of Casa La Playa Condominium ASSOCIATION, INC.

(5) Any adverse claim to any portion of the Condominium Property which has been created by artificial means or has accreted to any such portion so created and any riparian rights, if any.

(6) Rights and easements for commerce, navigation and fisheries; terms, conditions and reservations as contained in the Seaboard Land Act (43 U.S.C. 130) et seq.

(7) Rights to the public, in and to the beach and waterfront.

(8) Any part of the lands which lie seaward of the mean high water mark of the Atlantic Ocean or of that line which may be located by erosion control line pursuant to Chapter 161 of the Florida Statutes.

(9) Any purchase money mortgage executed by Purchaser in connection with the closing of this transaction.

(10) All standard policy exceptions and provisions as may be contained in the A.L.T.A. owner's policy of title insurance.

In the event Seller is unable to provide good, marketable and/or insurable title in accordance with the terms hereof, Seller shall exercise reasonable diligence in order to correct such defects within a reasonable period of time not to exceed sixty (60) days after notice thereof by Purchaser. In the event Seller cannot or does not correct such title defects, Purchaser shall have only the following rights:

(i) To take title subject to the defect without a diminution in the purchase price and the closing documentation shall be amended to provide that Purchaser is taking title subject to such defects, and Seller shall have no liability for same; or,

(ii) To cancel this Purchase Agreement by giving notice to Seller and this Purchase Agreement shall be deemed terminated as of the date of such notice, in which event Purchaser shall be entitled to a refund of the monies paid hereunder, and Purchaser shall have no other rights against Seller.

(b) Following the closing of this transaction, Seller shall cause to be recorded in the Public Records of Dade County, Florida, a Deed of conveyance and, within one hundred eighty (180) days following the closing date, Seller shall deliver to Purchaser an A.L.T.A. owner's policy of title insurance (the "policy") securing Purchaser's title, subject only to the matters set forth in this Purchase Agreement. The policy shall not insure title to or any interest in personal property or riparian rights.

5. Closing Date. It is mutually agreed that the closing of the Unit (the "closing") shall be held on or before _____. The specified time and place for closing shall be designated by the Seller in writing, such writing to be called the "closing notice" given to the Purchaser in accordance with the terms hereof.

6. Closing.

(a) Closing Expenses. In addition to the purchase price, Purchaser shall be responsible for the following expenses of closing:

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(11) A sum equal to one and one-half (1 1/2) percent of the purchase price payable in cash or by cashier's check, from which the Seller shall pay the cost of recording the deed, documentary stamps on the transfer, and the owner's policy of title insurance described herein. Notwithstanding anything contained herein to the contrary, if Purchaser notifies Seller within twenty (20) days prior to the closing date that Purchaser does not desire an owner's policy of title insurance or desires to have such policy issued by a title company other than that furnished by Seller, then, in that event, Purchaser shall be credited at closing in an amount sufficient to cover the cost of the policy calculated at the market risk rate promulgated by the Florida Insurance Commissioner.

(12) Purchaser shall be responsible for the payment of all mortgage closing costs and expenses on a mortgage, when applicable, unless otherwise agreed by the parties.

(13) Purchaser shall pay to the Association an amount equal to twice the monthly assessments attributable to Purchaser's Unit. Purchaser agrees that this assessment may be used by the Association for any proper purpose under the Condominium Documents and the Act, including, but not limited to, special assessments or assessments for capital improvements or as a fund for miscellaneous items.

(14) Purchaser shall also pay real estate taxes for the Condominium Parcel prorated for the year in which the closing is noticed to occur and a prorata share of the assessments for common expenses applicable to the Unit. If the real estate tax bills are not available at the time of closing, Purchaser shall pay an amount with respect thereto as is established by Seller and an adjustment thereof shall be made within thirty (30) days of the issuance of such bills. All such assessments shall be made based on a November payment discount.

(15) Closing Documents. Purchaser also agrees to execute any closing statements or other documents which may be required in connection with the closing. In the event the closing is not completed within five (5) days from the date set forth in the closing notice, Purchaser shall pay to Seller interest on the unpaid balance of the purchase price at the highest rate permitted by law from the date set forth in the closing notice until the actual closing occurs and all monies to be paid by Purchaser to Seller, pursuant to the terms of this Purchase Agreement, are received by Seller. In addition, Purchaser shall be responsible for attorney's fees on other charges incurred by Seller as a result of rescheduling the closing. For purposes of calculating proration at closing, the date specified in the closing notice shall be the date of closing. Notwithstanding the foregoing, Purchaser acknowledges that in the event the closing is not completed on the date set forth in the closing notice, then Seller may terminate this Purchase Agreement in accordance with the provisions hereof.

7. Escrow of Escrow Funds.

(a) Seller has established an escrow account pursuant to Florida Statutes Chapter 719, (the Act). The receipt and disbursement of escrow funds shall be in accordance with the Act and the Escrow Agreement between Developer and Escrow Agent.

8. Purchaser's Default.

(a) Purchaser's Default: Purchaser shall be in default under this Purchase Agreement in the event that (1) Purchaser fails or refuses to complete and execute all of the instruments required of Purchaser under this Purchase Agreement promptly or when requested to do so by Seller; or (2) Purchaser fails to or refuses to make timely payment of any payments required under this Purchase Agreement; or (3) Purchaser in any other manner fails to or refuses to perform his obligations under this Purchase Agreement. In the event of any such default by Purchaser, Seller shall give Purchaser written notice of such default and allow seven (7) days from the date of such notice for Purchaser to cure such default. If Purchaser shall fail to cure such default within such seven (7) day period, the Seller shall, and does hereby have, the utmost belief upon the (1) whether the Purchaser is in default under this Purchase Agreement; (2) whether all sums paid to by hereunder are agreed upon and liquidated damages and in full settlement of any claim for damages; and, (3) terminate all rights of Purchaser under this Purchase Agreement and, therefore, the parties hereto shall be released and relieved from all obligations hereunder. The provisions herein contained for liquidated and agreed upon damages are bona fide provisions for loss and are not a penalty, the parties understanding that by reason of the withdrawal of the Unit from sale to the general public at a time when other parties would be interested in purchasing the Unit, that Seller will have sustained damages if Purchaser defaults, which damages will be substantial but will not be capable of determination with mathematical precision and, therefore, as aforesaid, the provisions for liquidated and agreed upon damages has been incorporated into this Agreement as a provision beneficial to both parties hereto. Purchaser and Seller recognize the impossibility of ascertaining Seller's damages if Purchaser defaults. In the event any litigation is commenced as a result of this Purchase Agreement and Seller prevails in such litigation, the Purchaser shall also be liable for Seller's attorney's fees and costs resulting therefrom of all trial and appellate courts.

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(9) Seller's Default: If Seller defaults in the performance of this Purchase Agreement, Purchaser shall give Seller written notice of such default, and if Seller, within seven (7) days from receipt of such written notice shall fail to take action that would cure the default within a reasonable period of time, and if Purchaser has performed all of his obligations hereunder, then Purchaser may elect to receive a return of the deposits made hereunder, together with interest, or in the alternative, may seek specific performance. Upon payment of said deposit to Purchaser, Seller shall no longer have any liability to Purchaser, and this Agreement shall automatically be completed.

9. Non-Assignability. This Purchase Agreement and Purchaser's interest and rights hereunder are personal to Purchaser and neither said Purchase Agreement nor the interest or rights of Purchaser hereunder, or any portion thereof, shall be assigned or transferred directly or indirectly, in whole or in part, without prior written approval of Seller, which approval shall not be unreasonably withheld. Any such assignment without such written approval of Seller shall be invalid and shall not be binding upon Seller and shall not relieve Purchaser of Purchaser's obligations under this Purchase Agreement. In the event Seller agrees to an assignment, the purchase price shall be increased by One Thousand Dollars (\$1,000.00). Such increase shall not be applicable if the transfer or assignment is for no additional consideration. This Purchase Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and permitted assigns of the parties to this Purchase Agreement; provided, however, this Purchase Agreement shall not become binding upon Seller until approved pursuant to the terms hereof.

10. Notice. The delivery of any files and the giving of notice in compliance with this Purchase Agreement shall be accomplished by delivery of the item or notice to the party intended to receive it or by mailing it by certified or registered mail, addressed to the address of the party herein stated. Notice or delivery by mail shall be effective when mailed.

11. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

12. Miscellaneous.

(a) Purchaser shall not record this Purchase Agreement against the Public Records of Dade County, Florida. The recording by Purchaser of this Purchase Agreement shall constitute a default by Purchaser.

(b) Purchaser agrees and acknowledges that there will be a lien against the Unit for any assessment not paid to the Association.

(c) All understandings and agreements between the parties are merged into this Purchase Agreement, which fully and completely expresses the parties' agreement. This Purchase Agreement may not be changed or terminated orally.

(d) The interpretation, validity and performance of this Agreement shall be governed by the laws of the State of Florida, and venue with respect to any litigation with respect to this Agreement shall be Dade County, Florida.

(e) Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement nor the interest of any provision hereof.

(f) Purchaser acknowledges that Purchaser is purchasing the Condominium Parcel in "as is" condition. It is also expressly understood that the Unit shall be used only for residential or transient purposes in accordance with all laws of governing authority having jurisdiction thereover.

(g) Purchaser acknowledges that Seller or its agents shall have the right to utilize one or more model units and/or sales offices located on the Condominium Property.

(h) Purchaser acknowledges that no representations have been made to Purchaser as to investment potential or resale potential. Further, Purchaser acknowledges that no representations have been made directly or indirectly to Purchaser with respect to resale or rental of the Unit.

(i) For the purposes of completing the sales promotion of the project and until the sale of all units in the Condominium, the Developer, its successors and assigns, its agents given the full right and authority to maintain or establish on the Condominium Property and common elements such models, sales offices and advertising signs, if any, as Seller may deem necessary in its sole discretion, together with the right of ingress and egress to the common elements in connection therewith.

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THE DEVELOPER'S SOLE RESPONSIBILITY

(11) In the event of any litigation concerning this transaction, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees, inclusive of their costs and attorney's fees incurred in any appellate proceeding. Further, Purchaser hereby waives the right to a trial by jury in any claims or counterclaims brought pursuant to this Contract.

(12) Unless specifically set forth herein to the contrary, any and all interest accrued on monies due shall be paid to Developer and shall be deemed the Developer's sole property.

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CASA LA PLAYA, A CONDOMINIUM

DISCLOSURE STATE TO PURCHASER

CONCERNING CLOSING COSTS & EMPLOYMENT OF SALES REPRESENTATIVE

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I.

At the time of closing, Purchaser will be required to pay, in addition to the balance of the purchase price, the following items:

- a. Mortgage closing costs, including possible escrow and prepaid interest
- b. One and one-half percent (1.50%) of the purchase price.
- c. Alterations, modifications or extras not previously paid.
- d. Two (2) month capital contribution to the working capital of the Association to be paid to the Association.
- e. Any additional costs which may be incurred by a Purchaser, including, but not limited to:
 - (1) attorney's fees;
 - (2) abstracting;
 - (3) mortgage title insurance;
 - (4) other insurance;
 - (5) prorated taxes; and,
 - (6) prorated maintenance.

II.

FIRST DEVELOPMENT OF BROWARD, INC.

The undersigned sales representative is the agent of (seller) and is being compensated or paid by same for procuring the execution of the Purchase and Sale Agreement.

Date: _____

Date: _____

Sales Representative: _____

Purchaser: _____

BT: _____

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(Reference Unit No. _____)

**MORTGAGE RIDER TO PURCHASE AGREEMENT
FOR A CONDOMINIUM PARCEL IN
CASA LA PLAYA, A CONDOMINIUM**

Purchaser does hereby advise the Seller that the Purchaser intends to pay for a portion of the purchase price of the Condominium Parcel referenced in the Purchase Agreement by obtaining a mortgage loan in the amount of \$ _____, interest rates, points and costs prevailing at the time of closing (which is hereinafter referred to as the "Mortgage Loan"). In connection with the Mortgage Loan, the Purchaser agrees as follows:

1. The Mortgage Loan shall be from an "Institutional Lender" as that term is used in the Condominium Documents, which may include the Developer. Such Mortgage Loan shall be upon applicable prevailing terms and conditions for mortgage loans of this type.

2. The Purchaser shall make application for such Mortgage Loan at the time of execution of the Purchase Agreement or no later than five (5) business days from the date of execution thereof.

3. To obtain the Mortgage Loan the Purchaser agrees to faithfully perform all of the following acts which are for convenience referred to as the "Mortgage Loan Acts": the Purchaser agrees to use his best efforts to obtain the Mortgage Loan in good faith; to provide all necessary information and execute all necessary documents; to pay all costs in connection with the Mortgage Loan; to otherwise promptly and fully comply with all requests of the Institutional Mortgagee and/or Seller to apply for and to close such Mortgage Loan; to take such other actions as are reasonably necessary for the obtaining of such Mortgage Loan; and where deemed necessary by Seller, to make further applications for a Mortgage Loan.

4. In the event Purchaser's Mortgage Loan is approved and such approval is conditional in any way, Purchaser agrees to faithfully perform all of the following acts which are for convenience referred to as the "Mortgage Loan Approval Acts"; the Purchaser agrees to use his best efforts to provide all information and comply with all requirements of the Institutional Mortgagee so as to make such approval unconditional.

5. (a) In the event the Purchaser having undertaken and performed the Mortgage Loan Acts fails to obtain his Mortgage Loan, or having undertaken and performed the Mortgage Loan Approval Acts fails to satisfy the Institutional Mortgagee's conditions for approval, the Purchaser shall give the Seller the "Mortgage Termination Notice" (as hereinafter defined). The Mortgage Termination Notice shall contain the following statements of Purchaser: (i) that the Mortgage Loan Acts and/or the Mortgage Loan Approval Acts have been undertaken and performed; (ii) the name and address of the Institutional Mortgagee which considered the Mortgage Loan; and (iii) the reasons for the failure to obtain the Mortgage Loan.

(b) The Mortgage Termination Notice shall be given within five (5) days of Purchaser's notice by the Institutional Mortgagee of its nonapproval of Purchaser or no less than thirty (30) days prior to closing, whichever is the sooner to occur, which date is hereinafter called the "Mortgage Termination Notice Date". If the Mortgage Termination Notice is not given by the Mortgage Termination Notice Date, Purchaser agrees that it will be presumed under the Purchase Agreement that Purchaser has obtained the Mortgage Loan, and Purchaser will not thereafter have any rights to terminate his Purchase Agreement on account of a failure to obtain a Mortgage Loan. Further, in the event Seller ascertains that the Purchaser has failed to undertake and perform the Mortgage Loan Acts and/or the Mortgage Loan Approval Acts, then the Purchaser agrees that the Mortgage Termination Notice shall not terminate the Purchase Agreement and, the Purchaser specifically understands and acknowledges that if the purchase price is not paid at

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ADDENDUM TO PURCHASE AND SALE AGREEMENT
OF A CONDOMINIUM PARCEL IN
CASA LA PLAYA, A CONDOMINIUM

This is an Addendum ("Addendum") to the Purchase and Sale Agreement of Unit _____ in CASA LA PLAYA A CONDOMINIUM ("Agreement") by and between: FIRST DEV. OF BROWARD, INC. and _____ ("Purchaser").

Seller and Purchaser, each intending to be legally bound, do hereby covenant and agree as follows:

1. Terms used in this Addendum shall have the same meaning given to such terms in the Agreement.
2. This Addendum is an integral part of the Agreement and shall form a part thereof.
3. In the event of a conflict between the terms and provisions of this Addendum and the terms and conditions of the Agreement, the terms and provisions of this Addendum shall prevail.
4. The Agreement is hereby amended to add the following:

"Buyer acknowledges and understands that there is currently a tenant residing in the Unit to be purchased. Under Florida Statutes, Chapter 718, Part VI, ("Condominium Act"), the tenant has the right to extend his lease for a period up to three hundred sixty (360) days, or in the alternative, the tenant has the right to purchase the Unit for a period of forty five (45) days after receipt of the items required to be delivered pursuant to Section 718.612 of the Condominium Act. Because of the tenant's rights set forth above, Buyer acknowledges that this Contract will be effective only if the tenant does not exercise the foregoing rights. If the tenant exercises his right to extend his lease, then (i) this Contract shall be null and void and of no further force and effect, all monies paid to Seller by Buyer shall be returned to Buyer and all parties shall be relieved of their respective obligations hereunder, or (ii) Buyer may purchase the Unit subject to the tenant's lease. If the tenant exercises his right of first refusal to purchase the Unit, Buyer acknowledges and agrees that this Contract shall be null and void and of no further force and effect, all monies paid to Seller by Buyer shall be returned to Buyer, and all parties shall be relieved of their respective obligations hereunder."

5. Except as provided above, the Agreement is not altered or amended hereby and remains in full force and effect according to the terms thereof.

IN WITNESS WHEREOF the parties have hereunto affixed their respective hands and seals on the day and year set forth under the respective names.

WITNESSES:

PURCHASER:

Date: _____

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PURCHASER ACKNOWLEDGES, WARRANTS AND REPRESENTS THAT THIS PURCHASE AGREEMENT IS BEING ENTERED INTO BY PURCHASER WITHOUT RELIANCE UPON ANY REPRESENTATIONS CONCERNING ANY POTENTIAL FOR FUTURE PROFIT, ANY RENTAL INCOME POTENTIAL, TAX ADVANTAGES, DEPRECIATION OR INVESTMENT POTENTIAL, AND WITHOUT RELIANCE UPON ANY OTHER MONETARY OR FINANCIAL ADVANTAGE. PURCHASER ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE BY SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ANY PAYMENT IN EXCESS OF TEN (10%) PERCENT OF THE PURCHASE PRICE MADE TO THE DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS PURCHASE AGREEMENT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

Signed, Sealed and Delivered
in the Presence of:

PURCHASER

PURCHASER

(As to Purchaser)

Dated: _____

CHECKS MADE PAYABLE TO: STABINSKI & FUNT whose address is
757 N.W. 27th Avenue, Third Floor, Miami, Fla 33125.

Purchaser is entitled to a receipt for his deposit upon request.

Receipt of deposit in the sum of \$ _____ is hereby acknowledged.

SELLER:

FIRST DEVELOPMENT OF BROWARD, INC.

Authorized Representative

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SCHEDULE "5"

CASA LA PLAYA, A CONDOMINIUM

ESCROW AGREEMENT ESTABLISHING ESCROW ACCOUNT BETWEEN
DEVELOPER AND ESCROW AGENT

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VI EXCLUSIVE AGREEMENT

The parties hereto acknowledge and agree that nothing herein shall prohibit Escrow Agent from serving in a similar capacity on behalf of other Developers. Escrow Agent shall, upon written request from Developer, transfer Deposit Monies to such other Escrow agents as Developer shall direct in such request or requests.

VII NOTICES

All notices, certificates, requests, demands, materials and other communication hereunder shall be in writing and shall be deemed to have been duly given, upon the delivery thereof by hand to the appropriate addresses hereinafter set forth as evidenced by a signed receipt for same, or on the first business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

AS TO DEVELOPER, TO:
First Development of Broward, Inc.
757 Northwest 27th Avenue, Third Floor
Miami, Florida 33125

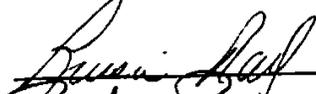
AS TO ESCROW AGENT, TO:
STABINSKI & FUNT
757 NW 27th Avenue, 3rd Floor
Miami, Florida 33125

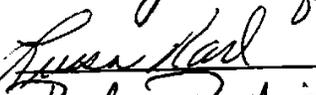
VIII BINDING AGREEMENT

This Agreement shall be binding upon Developer and Escrow Agent and their respective successors and assigns.

IN WITNESS WHEREOF, Developer and Escrow Agent have caused this Escrow Agreement to be executed in their respective corporate names by their undersigned authorized officers and have caused their respective corporate seals to be hereto affixed this 5th day of March, 1991.

Signed, Sealed and Delivered
in Presence of:



Betsy Rodriguez


Betsy Rodriguez

FIRST DEVELOPMENT OF BROWARD,
INC. (Developer)

BY: 

STABINSKI & FUNT (Escrow Agent)

BY: 

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SCHEDULE "6"

CASA LA PLAYA, A CONDOMINIUM

FORM OF RECEIPT FOR CONDOMINIUM DOCUMENTS UTILIZED
IN THE SALE OF CONDOMINIUM UNITS

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RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium **CASA LA PLAYA**

Address of Condominium: **1451 South Surf Road
 Hollywood Beach, Fla 33019**

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

<u>DOCUMENT</u>	<u>RECEIVED</u>
Prospectus Text	<u>N/A</u>
Declaration of Condominium	<u>X</u>
Articles of Incorporation	<u>X</u>
By-Laws	<u>X</u>
Estimated Operating Budget	<u>X</u>
Cabana Budget	<u>N/A</u>
Form of Agreement for Sale or Lease	<u>X</u>
Rules and Regulations	<u>X</u>
Covenants and Restrictions	<u>N/A</u>
Ground Lease	<u>N/A</u>
Management and Maintenance Contracts for More Than One Year	<u>N/A</u>
Renewable Management Contracts	<u>N/A</u>
Lease of Recreational and Other Facilities to Be Used Exclusively by Unit Owners of Subject Condominium	<u>N/A</u>
Form of Unit Lease if a Leasehold	<u>N/A</u>
Declaration of Servitude	<u>N/A</u>
Sales Brochures	<u>N/A</u>
Phase Development Description (See 718.503(2)(k) and 504(14))	<u>N/A</u>
Lease of Recreational Facilities to be Used by Unit Owners with Other Condo's (See 718.503(2)(h))	<u>N/A</u>
Description of Management for Single Management of Multiple Condominiums (See 718.503(2)(k))	<u>N/A</u>
Conversion Inspection Report	<u>X</u>
Unit Owners Undivided Share In the Common Elements And Percentage of Sharing Common Expenses and Owning Common Surplus.	<u>X</u>
Casa La Playa Condominium Proposed Number of Units and General Size of the Units.	<u>X</u>

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SCHEDULE "7"

CASA LA PLAYA, A CONDOMINIUM

INITIAL RULES AND REGULATIONS

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CASA LA PLAYA CONDOMINIUM ASSOCIATION, INC.

INITIAL RULES AND REGULATIONS

Under the condominium documents, the Board of Directors of Casa La Playa Condominium Association, Inc. has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations.

These Initial Rules and Regulations may be modified, added to or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time, except for its approval of leases or leases. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see to it that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. Said Initial Rules and Regulations are as follows:

1. The sidewalk, entrances, passages, elevators, if applicable, vestibules, stairways, corridors, halls and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, bicycles, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein. Children shall not play or loiter in halls, stairways, elevators or other public areas. For security purposes, all doors leading from the building to the outside or from the garages into the elevator lobbies or stairways or the Condominium building shall be closed at all times and shall not be blocked open.
2. Exterior apartment doors must not be blocked or otherwise left open.
3. The personal property of all Unit Owners shall be stored within their Condominium Units.
4. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.
5. No Owner shall allow anything whatsoever to fall from the windows, balcony or doors of the premises; nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.
6. Refuse and bagged garbage shall be deposited only in the area provided therefor. In this regard all refuse must be bagged in sealed garbage bags.
7. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other than those for which they were constructed. Any damages resulting from misuse of any of such items in the Condo-

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minium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, inviter, servant, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.

8. Employees of the Association shall not be sent out of the building by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

9. The parking facilities shall be used in accordance with the regulations therefor adopted from time to time.

10. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used, where applicable, on any terrace or balcony may be determined by the Board of Directors of the Association, and a Unit Owner shall not place or use any item, where applicable, upon any terrace or balcony without the approval of the Board of Directors of the Association.

11. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony walls, railings, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner in any manner without the prior consent of the Association.

12. Nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, wiring or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.

13. No interior of a Condominium Unit shall be altered in any manner as such would have any effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of the Common or Limited Common Elements without the prior written consent of the Association.

14. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, or other sound amplifier in his Unit, in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing after 11:00 p.m. of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

15. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit or Condominium Property by any Unit Owner or occupant without written permission of the Association.

16. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the building, without the written consent of the Board of Direc-

tors of the Association. All window coverings must be such color as the Association determines in its sole discretion.

17. The Association may retain a pass-key to all Units. In lieu of a pass-key the Association shall have a duplicate key. In the event the Unit Owner fails to supply either a pass-key or duplicate key, and entry into the Unit by the Association is permitted in accordance with the Declaration, Articles, By-Laws or these Regulations, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or By-Laws of the Association. Except in the case of an emergency, entry will only be made after pre-arrangement with the respective Unit Owner or the occupant of the Condominium Unit.

18. Complaints regarding the service of the Condominium shall be made in writing to the Association.

19. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage area, except such as are required for normal household use.

20. Payments of monthly assessments shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of such party as the Association shall designate. Payments of regular assessments are due on the first (1st) day of each month, and if such payments are ten (10) days or more late, they are subject to charges as provided in the Declaration of Condominium.

21. No bicycles, scooters, baby carriages, similar vehicles, toys or other personal articles shall be allowed to stand in any driveways, Common Elements or Limited Common Elements. None of the foregoing items shall be permitted to be kept upon balconies.

22. The Condominium Unit shall be used solely for residential or transient resort purposes consistent with applicable zoning laws. No trade, business, profession or other type of commercial activity may be conducted in or from any Condominium Unit.

23. A Unit Owner shall not permit or suffer anything to be done or kept in his Condominium Unit which will increase the insurance rates on his Unit, the Common Elements or any portion of the Condominium or which will obstruct or interfere with the rights of other Unit Owners or the Association.

24. Advance arrangements shall be made with the Association before moving furniture or bulky personal belongings in or out of the building.

25. Rugs, mats, etc., may not be placed outside the Condominium Unit entrance doors.

26. No solicitors are to be permitted on the Condominium Property at any time except by individual appointment with residents.

27. When in beach attire, all chairs and lounges must be covered with a towel before use.

28. Unit Owners are responsible for any damages to the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, servants, lessees and persons who are on the Condominium Property because of such Unit Owner.

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29. Food and beverages may not be consumed outside of a Unit, except in such areas as are designated by the Board of Directors of the Association.

30. Provisions in the nature of Rules and Regulations are specified in the Declaration of Condominium.

31. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

32. Rules and Regulations as to the use of the recreation facilities shall be posted, and each Unit Owner as well as his family, guests and invitees, shall observe all Rules and Regulations.

33. In the event any Rule or Regulation heretofore set forth or hereinafter promulgated or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

34. Deleted

35. Deleted

36. Deleted

37. Pets may be kept in your unit. No pet shall be allowed to commit a nuisance in any public portion of the condominium building or grounds. The term "pets" shall be limited to dogs, cats and birds. A pet, to the extent practical, must be carried from the time he leaves the apartment, through the halls, in the service elevator, and until he is taken through the garage vestibule and garage to the outside of the building. Pets shall not be allowed on the balcony of a unit unless the unit owner is present.

BK18437PG0145

SCHEDULE "8"

CASA LA PLAYA, A CONDOMINIUM

CONVERSION INSPECTION REPORT AND TERMITE INSPECTION REPORT

BK 18437PG0146



architecture • planning • technology

February 13, 1991

Department of Business Regulation
Division of Land Sales and Condominium
2571 Executive Center Circle East
Koger/Howard Building
2nd Floor
Tallahassee, Florida 32399-1030

Re: Casa Del La Playa Condominium
1451 S. Surf Road
Hollywood, Florida

To Whom it May Concern:

The above referenced project is an existing (8) unit Motel, which we have been advised will be converted into a (7) unit Condominium. All future reference will be regarding the newly renovated (7) unit Condominium.

The existing Building is a two story concrete block structure. The existing construction is composed of concrete block, concrete beams and column, piles and caps. The floor and roof structure is 2" poured concrete slab over 2" pre-cast concrete panels on precast concrete joists.

The following items have been either repaired, restored or replaced as per the owners program. All selections and approvals of same have been by the direction of the owner. Although, we have undertaken certain limited inspections of said work, we are not commenting on the quality of work nor guaranteeing same.

EXTERIOR

1. Repaving existing asphalt parking
2. Landscaping
3. Buildings exterior-painted
4. Roof
5. Windows, doors and frames
6. Outdoor lighting
7. Replacing existing balcony and provide new balcony
8. General renovations thru-out
9. New railings

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INTERIOR

- 10. Interior painting
- 11. New tile throughout units
- 12. Modernization of existing bathrooms
- 13. Upgrading existing electrical system
- 14. Upgrading existing mechanical system
- 15. Repairing existing plumbing system.
- 16. General renovations thru-out
- 17. All new appliances
- 18. New kitchens

1. ROOF

The existing tar and gravel roof was removed and was replaced by a new 15 year built-up roof.

- o Existing age 6 months
- o Estimated remaining useful life Approximately 15 years
- o Estimated current replacement cost Approximately \$4,000.00
- o Estimated proportional share - common expenses See Exhibit "A"
- o Structural and functional soundness

Based on visual observation only, a new roof appears to be installed and is functionally and structurally sound.

2. STRUCTURE

There were no apparent signs of structural stress except in the east concrete balcony and balcony. The existing east balcony was removed and replaced with a new reinforced concrete balcony. General renovation was conducted thru-out as stated above.

- o Existing age Approximately 37 years
- o Estimated remaining useful life Approximately 20 years
- o Estimated current replacement cost Approximately \$120,000.00
- o Estimated proportional share-common expenses See Exhibit "A"
- o Structural and functional soundness

Based on visual observation only the structure appears to be functionally and structurally sound.

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6. PLUMBING SYSTEM

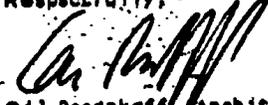
The present water supply and waste system have been found to be in fair condition. The new water supply and waste system has recently been installed and its estimated useful life is approximately 20 years. The present plumbing system is operating for its intended purpose.

- o Age of existing supply and waste system Approximately 37 years
- o Estimated remaining useful life of new system Approximately 20 years
- o Estimated current replacement cost Approximately \$7,000.00
- o Estimated proportional share - common expenses See Exhibit "A"
- o Structural and functional soundness

Based on visual observation only the plumbing system appears to be functionally sound.

In order to avoid possible misunderstanding, nothing in this report should be considered directly or indirectly as a guarantee for any portion of the building. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the building. This is all based upon a cursory evaluation of observed conditions as of the date of this report.

Respectfully,



Gil Rosenkoff, Architect

cc: Luis Stabinski - Owner

BK1843760150

EXHIBIT "A"
 ESTIMATED
 PROPORTIONAL SHARE OF
 COMMON EXPENSES/UNIT
 FOR THE CASA DE LA PLAYA CONDOMINIUM

Unit A: 1 bedroom, 1 bathroom

Roof:	11.4%	of	\$ 4,000.00	=	\$ 456.00
Structure:	11.4%	of	120,000.00	=	13,680.00
Paving:	11.4%	of	1,500.00	=	171.00
Electrical:	11.4%	of	14,650.00	=	1,670.10
HVAC:	11.4%	of	15,000.00	=	1,710.00
Plumbing:	11.4%	of	7,000.00	=	798.00

Unit B: 2 bedroom, 2 bathroom

Roof:	15.98%	of	4,000.00	=	639.20
Structure:	15.98%	of	120,000.00	=	19,176.00
Paving:	15.98%	of	1,500.00	=	239.70
Electrical:	15.98%	of	14,650.00	=	2,341.07
HVAC:	15.98%	of	15,000.00	=	2,397.00
Plumbing:	15.98%	of	7,000.00	=	1,118.60

Unit C: 2 bedroom, 2 bathroom

Roof:	20.10%	of	4,000.00	=	804.00
Structure:	20.10%	of	120,000.00	=	24,120.00
Paving:	20.10%	of	1,500.00	=	301.50
Electrical:	20.10%	of	14,650.00	=	2,944.65
HVAC:	20.10%	of	15,000.00	=	3,015.00
Plumbing:	20.10%	of	7,000.00	=	1,407.00

Unit D: 1 bedroom, 1 bathroom

Roof:	11.34%	of	4,000.00	=	453.60
Structure:	11.34%	of	120,000.00	=	13,808.00
Paving:	11.34%	of	1,500.00	=	170.10
Electrical:	11.34%	of	14,650.00	=	1,661.31
HVAC:	11.34%	of	15,000.00	=	1,701.00
Plumbing:	11.34%	of	7,000.00	=	793.80

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Unit E: 1 bedroom, 1 bathroom

Roof:	11.22%	of	4,000.00	=	448.80
Structure:	11.22%	of	120,000.00	=	13,464.00
Paving:	11.22%	of	1,500.00	=	168.30
Electrical:	11.22%	of	14,650.00	=	1,643.73
HVAC:	11.22%	of	15,000.00	=	1,683.00
Plumbing:	11.22%	of	7,000.00	=	785.40

Unit F: 1 bedroom, 1 bathroom

Roof:	10.89%	of	4,000.00	=	435.60
Structure:	10.89%	of	120,000.00	=	13,088.00
Paving:	10.89%	of	1,500.00	=	163.35
Electrical:	10.89%	of	14,650.00	=	1,595.39
HVAC:	10.89%	of	1,500.00	=	1,633.50
Plumbing:	10.89%	of	7,000.00	=	762.30

Unit G: 2 bedroom, 1 bathroom

Roof:	19.07%	of	4,000.00	=	762.80
Structure:	19.07%	of	120,000.00	=	22,884.00
Paving:	19.07%	of	1,500.00	=	286.05
Electrical:	19.07%	of	14,650.00	=	2,793.78
HVAC:	19.07%	of	15,000.00	=	2,860.50
Plumbing:	19.07%	of	7,000.00	=	1,334.90

SCHEDULE "G"

CASA LA PLAYA, A CONDOMINIUM

FLOOR PLANS FOR ALL UNIT TYPES

BK18437PG0153



EXTERMINATORS FOR HOMES & INDUSTRY

SERVICING SOUTH FLORIDA SINCE 1964

1981 Northeast 153rd Street
NORTH MIAMI BEACH, FLORIDA 33162
Dade Phone: 945-6625
Fl. Lauderdale Phone: 763-6900

CERTIFIED AND LICENSED BY FLORIDA STATE DEPARTMENT OF HEALTH

PEST CONTROL * TERMITE CONTROL * POWER LAWN SPRAYING

WOOD-DESTROYING ORGANISM INSPECTION REPORT

Section 482.226 Florida Statutes

Licensee name FULTON COMPANY, INC. License number 662
 Licensee address 1981 N. E. 153rd STREET, NO. MIAMI BEACH, FL
 Inspector Erian van Dam Inspection date 02/06/91 FHA/VA Case No. _____
 Requested by Luis Stabinski 757 W. 27th Avenue Miami, Fla. 33135
 (name) 1451 S. Sunn Lane Hollywood (Edgewood), Fla.
 Property inspected _____ (address)
 Specific structures inspected _____
 Structures on property NOT inspected _____
 Areas of structure(s) NOT inspected Attic
 Reason NOT inspecting inaccessible

THIS REPORT IS VALID FOR 90 DAYS FROM DATE OF INSPECTION UNLESS OTHERWISE SPECIFIED

SCOPE OF INSPECTION

"Wood-destroying organism" means arthropod or plant life which damages a structure, namely termites, powder-post beetles, wood-boring beetles, wood-boring wasps, carpenter bees and wood-decaying fungi.
THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure.
THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. **IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (3) OF THIS REPORT), FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY.** THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE

REPORT OF FINDINGS

- (1) Visible evidence of wood-destroying organisms observed No Yes _____ (Common name of organisms)
Locations _____
- (2) Live wood-destroying organisms observed No Yes _____ (Common name of organisms)
Locations _____
- (3) Visible damage observed No Yes _____ (Common name of organisms causing damage)
Locations _____
- (4) Visible evidence of previous treatment was observed No Yes
Explanation _____
- (5) This company has treated the structure(s) at time of inspection No Yes
If YES A copy of the contract is attached _____ (Organisms treated) (Pesticide used)
- (6) This company has treated the structure(s) No Yes If YES Date of treatment: _____
_____ (Common name of organisms) (Common name of pesticide)
- (7) A notice of this inspection and/or treatment has been affixed to the structure(s)
_____ (Location of notice(s))

COMMENTS

Neither the licensee nor the inspector has any financial interest in property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes

SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:

Signature of Licensee or Agent _____ Date 02/07/91

HRS Form 1145 May 1983 (Obsolete previous editions)

Basic Charge \$ 10000 Additional Charges \$ _____ Total Amount Due \$ Basic
 INSPECTION ORDERED BY Luis Stabinski BUYER _____ SELLER _____

THE COST FOR TREATMENT OF THE ABOVE NOTED INFESTATION(S) WILL BE

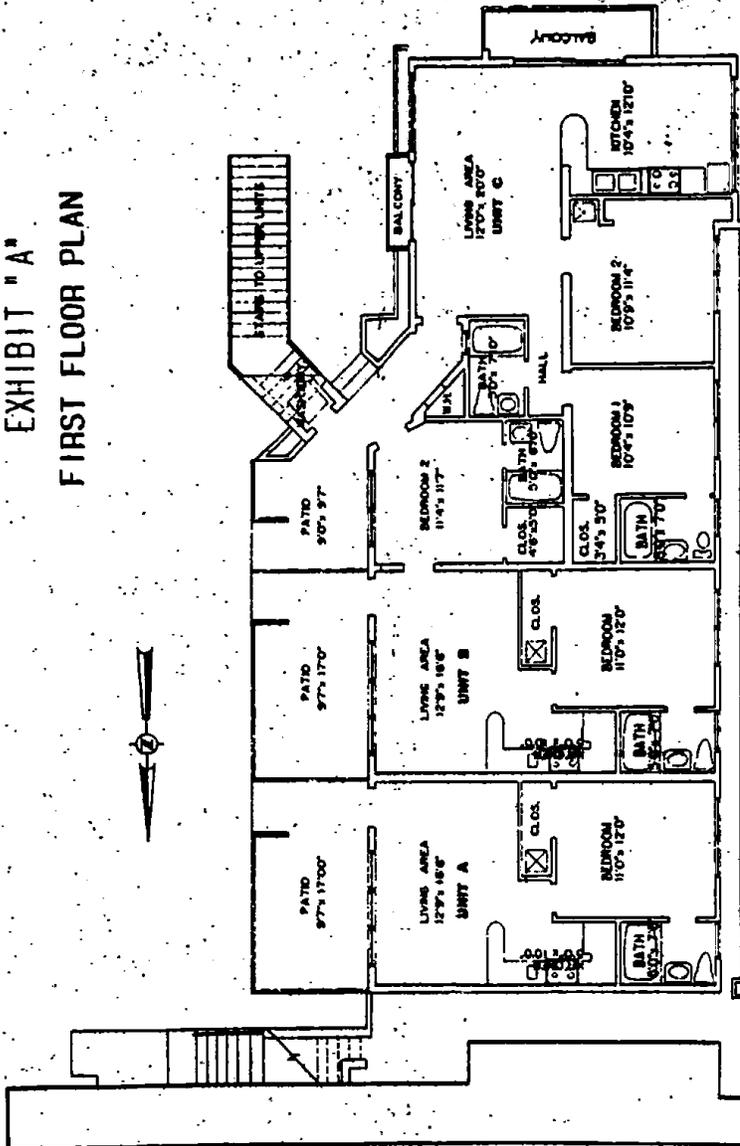
TENT FUMIGATION \$ _____ SUBTERRANEAN TREATMENT \$ _____

THERE WILL BE A \$15.00 SERVICE CHARGE ON ALL RETURNED CHECKS

BK18437PG0154

CASA LA PLAYA CONDOMINIUM

EXHIBIT "A" FIRST FLOOR PLAN



MEMO: Legibility of writing
type of printing unsatisfactory in
this document when microfilmed.

UNIT 3
UNIT 2
UNIT 1
UNIT 0

UNIT 3
UNIT 2
UNIT 1
UNIT 0

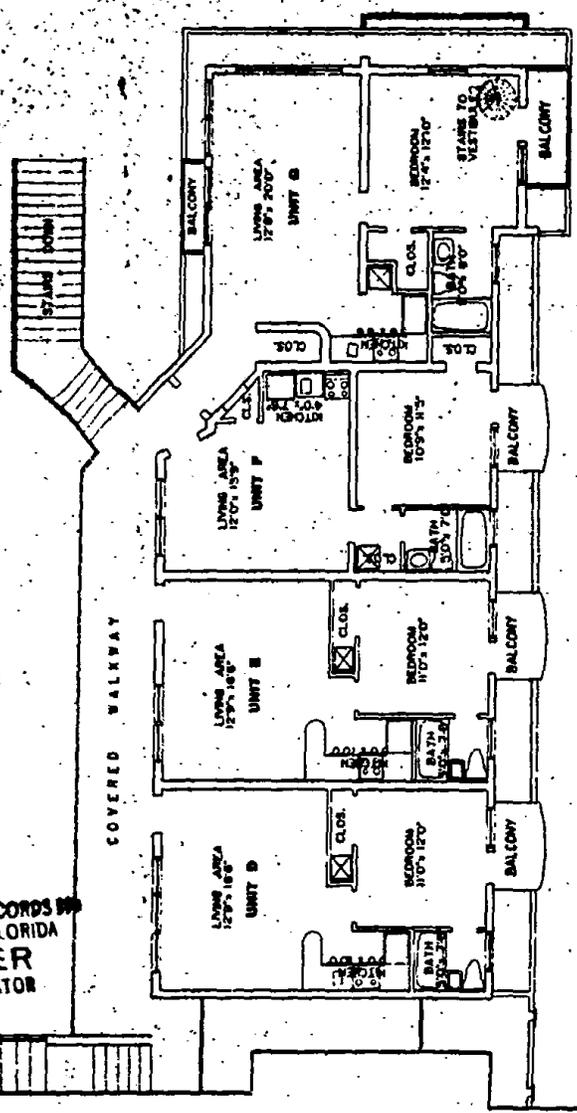
UNIT 3
UNIT 2
UNIT 1
UNIT 0

BL 18437 PGD | 55

CASA LA PLAYA CONDOMINIUM

EXHIBIT "A" SECOND FLOOR PLAN

RECORDED IN THE OFFICIAL RECORDS OF
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR



REMARK: Legibility of writing
copy of printed architectural for
this document was microfilmed

SCALE 1/8" = 1'-0"



BR 18437PG0156

78- 76150

CERTIFICATION

DNC
I certify this to be a true and correct copy
of the record in my office.
WITNESSETH my hand and official seal of
the City of Hollywood, Florida, this the
23 day of March, 1978
Betty R. DeWright, Clerk.

ORDINANCE NO. 0-72-39

AN ORDINANCE CHANGING THE ZONING UPON THE
PROPERTIES LEGALLY DESCRIBED HEREIN FROM
THE EXISTING ZONING TO R-6A RESIDENTIAL DISTRICT,
AS ESTABLISHED BY ORDINANCE NO. 0-71-48
OR TO B-1A BUSINESS DISTRICT, AS ESTABLISHED
BY ORDINANCE NO. 0-71-49.

WHEREAS, the City Commission, after due consideration
and public hearings as required by law, deems it in the public
interest to change the zoning upon the property herein described,

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF
THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the zoning upon the properties legally
described herein be and the same is hereby changed, as set forth
hereinafter, from the existing zoning to R-6A Residential District,
as established in Ordinance No. 0-71-48:

- (1) From RC-18 Multiple Family Dwelling District to R-6A:
 - (a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
- (2) From RC-42 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.
- (3) From RC-44 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
- (4) From RC-46 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
 - (b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

78 MAR 30 AM 10:28

REC 7489 PAGE 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK,
SCHNEIDER & MAGER, P.A.
P. O. BOX 650
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WENS

280

(c) Block "C" of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(d) Lots 1, 2, 3 and parcel shown as Broadwalk, between Lots 1 and 2 and less part of Lot 3 as in OR 643/648 for State Road, of Hollywood Beach Resub of Block E as recorded in Plat Book 7, at Page 55 of the public records of Broward County, Florida.

(e) The following described property: Bounded on the south by the north limits of the City of Dania, bounded on the west by the west boundary of New River Sound, bounded on the north by the north boundary line of Section 25; Township 50 South, Range 42 East, and bounded on the east by the Atlantic Ocean.

(5) From RC-47 Multiple Family Dwelling District to R-6A:

(a) Lots 10 to 64, inclusive, Block "B"; Blocks 10-17, inclusive; and Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 1; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 2; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 3; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 4; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 5; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 6; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 7, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 8, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 9, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 50, inclusive, Block "A"; Lots 18 to 26, inclusive, Block 1; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 2; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 3; Lots 5 to 24, inclusive, Block 4; Blocks 5, 6, 7, 8, 9, 10, 11, 12, and 13, Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(c) Lots 5 to 55, inclusive, Block "B" and Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6, of the public records of Broward County, Florida.

(6) From RC-50 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13 of the Subdivision of Atlantic Shores North Beach Section as recorded in Plat Book 9, at Page 36 of the public records of Broward County, Florida.

REF 7489 REC 391

- (7) From RC-51 Multiple Family Dwelling District to R-6A:
- (a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.
- (8) From RC-52, Special Multiple Family Dwelling District to R-6A:
- (a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.
- (b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.
- (9) From RC-53 Multiple Family Dwelling District to R-6A:
- (a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.
- (b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.
- (10) From RC-55 Multiple Family Dwelling District to R-6A:
- (a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.
- (11) From RC-57 Multiple Family Dwelling District to R-6A:
- (a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

Section 2: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to B-1A Business District, as established in Ordinance No. 0-71-49:

- (1) From BAA-49 Business District to B-1A:
- (a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

OFF REC 7489 PAGE 392

inclusive, and Lots 15 to 19, inclusive, Block 3; Lots 1 to 4, inclusive and Lots 15 to 18, inclusive, Block 4; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 5; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 6; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 7; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 8; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 9, of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(2) From BAA-58 Business District to B-1A:

(a) Lots 1, 2, 3, 4, and 5, Block 15, all of Block 16, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) That part of Van Buren Court lying between Blocks 15 and 16 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida; and the 30 foot service road lying west of said Block 16 and the 40 foot service road lying between Blocks 16 and 17 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida.

(3) From BA-43 Business District to B-1A:

(a) Blocks 174 and 175, the South Half ($S\frac{1}{2}$) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From BA-48 Business District to B-1A:

(a) Lots 1 to 11, inclusive, Block A, all of Block F, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 17, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 2; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 3; Lots 1 to 4, inclusive, Block 4; Lots 51 to 64, inclusive, Block "A" of Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(5) From BA-56 Business District to B-1A:

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

REF 7489 PAGE 393

All that parcel of land lying in the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section 26, made by Frank C. Dickey, Registered Land Surveyer, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

OFF REC 7489 PAGE 394

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway 1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East to the point of beginning.

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(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) From BB-68 Business District to B-1A:

All that parcel of land lying in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway 1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence run westerly along the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run northeasterly along the east right-of-way line of the said Intracoastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway 1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

OFF
REC 7489
PAGE 396

Broward County, Florida; thence run S4°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE¼ of the NE¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) From BD-2 Business District to B-1A:

All that part of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. 1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road 1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road 1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE¼ of the NE¼ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

OFF
REC
7489
PAGE 307

being the same parcel of land described as Blocks E and F of a survey of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. 1A to the East right of way of the Intra-coastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of

February, 1972.

PASSED AND ADOPTED on second reading this 1 day of

March, 1972.

David R. Keating
MAYOR

ATTEST:

Lou M. Hester
CITY CLERK

This Instrument Prepared By:
B. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
JOLLYWOOD, FLORIDA 33022

OFF REC 7489 PAGE 398

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

Prepared by: Daren Stabinski, Esq.
Record and Return to:

Luis Stabinski
1401 S. Surf Road
Hollywood, Fl 33019 **Quit Claim DEED**

This Quit Claim Deed made on the 14 day of October, 2016
Between Daren Stabinski, joined by his wife Elizabeth Stabinski,
Whose mailing address is: 700 SW 78th ave, apt 916, Plantation, FL 33324
Hereinafter called the First Party,

and Stab Properties of Broward LLC
Whose mailing address is: 1401 S. Surf Rd, Hollywood, FL 33019
Hereinafter called the Second Party,

WITNESSETH, that the First Party, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said second party forever, all the right, title, interest, claim and demand with the said first party has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Broward, State of FLORIDA to wit:

SEE SCHEDULE A, LEGAL DESCRIPTION ATTACHED.

Subject to covenants, restrictions, easements of record and taxes for the current year.

TAX FOLIO NUMBER: 514224CB0050

To have and to hold the same together with all and singular the appurtenant thereunto belonging or in anywise appertaining, and all the estate, right title, interest, lien, equity, and claim whatsoever of the first party either in law or equity, to the only proper use, benefit and behoof of the said second party.

IN WITNESS WHEREOF, the First party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, this 14 day of Oct, 2016.

(Wife) Jennifer Marcus Toyota (Seal)

(Wife) Elizabeth Stabinski (Seal)

State of Florida }
County of Broward }

The foregoing instrument is acknowledged before me on this 14th day of October, 2016 by Daren Stabinski and Elizabeth Stabinski who is personally known to me or who has/have produced FL Drivers License as identification and did take an oath.

Witness my signature and official seal in the aforesaid state and county.
Jennifer Marcus Toyota My commission expires _____
Notary Public (Affix Notary Seal)



2

**SCHEDULE A
LEGAL DESCRIPTION**

Unit No. E, of CASA LA PLAYA CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 18437, Page 43, of the Public Records of Broward County, Florida, together with all appurtenances thereto, including an undivided interest in the Common Elements of said Condominium as set forth in the Declaration.

Prepared by and return to:

Luis Stabinski
1401 South Surf Road
Hollywood, FL 33019

File Number: K14-111A

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Quit Claim Deed

This Quit Claim Deed made this 15 day of **October, 2015**, between **First Development of Broward, Inc.**, a dissolved Florida corporation, for the purpose of winding up the affairs of the corporation, whose post office address is **757 NW 27th Avenue, Third Floor, Miami, FL 33125**, grantor, and **Stab Properties of Broward, LLC**, a Florida limited liability company whose post office address is **1401 South Surf Road, Hollywood, FL 33019**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Broward County, Florida** to-wit:

Units No. D, F and G, of CASA LA PLAYA CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 18437, Page 43, of the Public Records of Broward County, Florida.

Parcel Identification Number: 514224CB0040 , 514224CB0060 ; 514224CB0070

Subject to taxes for 2015 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

This deed is subject to only minimum Florida documentary stamp tax under Crescent Miami Center, LLC, v. Florida Department of Revenue, 903 So.2d 913 (2005), because the Grantor's sole Directors and Owners are one and the same as the sole members of the Grantee limited liability company and therefore this deed does not change the beneficial ownership of the property conveyed hereby; there is no consideration given for this deed. The property conveyed hereby is not encumbered by a mortgage.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.



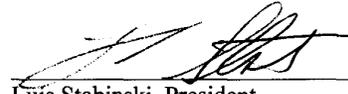
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

First Development of Broward, Inc., a dissolved Florida corporation



Witness Name: Leslie Gonzalez



Luis Stabinski, President (Seal)

Witness Name: TERESA BETHACOURT



Bell Stabinski, Secretary (Seal)

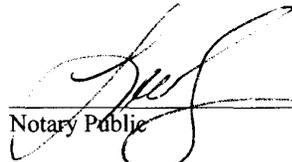
STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 15 day of October, 2015 by Luis Stabinski, as President and Bell Stabinski, as Secretary, of **First Development of Broward, Inc.**, a dissolved Florida corporation, on behalf of the corporation, who are personally known to me or have produced a FL Driver Lic. as identification.

[Notary Seal]





Notary Public

Printed Name: _____

My Commission Expires: _____

Prepared by and return to:

Luis Stabinski
1401 South Surf Road
Hollywood, FL 33019

File Number: **K14-111A**

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Quit Claim Deed

This Quit Claim Deed made this 15 day of **October, 2015**, between **Luis Stabinski and Bell Stabinski, husband and wife**, whose post office address is **757 NW 27th Avenue, Third Floor, Miami, FL 33125**, grantor, and **Stab Properties of Broward, LLC, a Florida limited liability company** whose post office address is **1401 South Surf Road, Hollywood, FL 33019**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Broward County, Florida** to-wit:

Unit No. B, of CASA LA PLAYA CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 18437, Page 43, of the Public Records of Broward County, Florida, together with all appurtenances thereto, including an undivided interest in the Common Elements of said Condominium as seth forth in the Declaration.

Parcel Identification Number: 514224CB0020

Subject to taxes for 2015 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

This deed is subject to only minimum Florida documentary stamp tax under Crescent Miami Center, LLC, v. Florida Department of Revenue, 903 So.2d 913 (2005), because the Grantors are the sole members of the Grantee limited liability company and therefore this deed does not change the beneficial ownership of the property conveyed hereby; there is no consideration given for this deed. The property conveyed hereby is not encumbered by a mortgage.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.



In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Leslie Gonzalez

[Signature] (Seal)
Luis Stabinski

[Signature]
Witness Name: TRACIA BETANCOUR

[Signature] (Seal)
Bell Stabinski

STATE OF FLORIDA

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 15 day of October, 2015 by Luis Stabinski and Bell Stabinski, [] who are personally known to me or [] have produced a FL Drivers Lic. as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____

Prepared by and return to:
Carol F. Keys

Keys Title Company
12700 Biscayne Boulevard Suite 401
North Miami, FL 33181
305-891-1600

File Number: K14-111A

Parcel Identification No. 514224-CB-0030

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Warranty Deed

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

This Indenture made this 1st day of July, 2014 between **Betts Industry, Inc., a Pennsylvania corporation**, whose post office address is **1800 Pennsylvania Ave., Warren, PA 16365** of the County of **Warren, State of Pennsylvania** and **Susan A. Betts**, whose post office address is **2856 Cedar Grove Loop, The Villages, FL 32163** of the County of **Sumter, State of Florida**, grantor*, and **Stab Properties of Broward, LLC, a Florida limited liability company**, whose post office address is **1401 South Surf Road, Hollywood, FL 33019** of the County of **Broward, State of Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County Florida**, to-wit:

Unit No. C, CASA LA PLAYA CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 18437, Page 43, of the Public Records of Broward County, Florida.

Subject to taxes for 2014 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Further subject to the above described Declaration of Condominium, which Grantee herein agrees to observe and perform.

Grantor, Susan a. Betts, warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 2856 Cedar Grove Loop, The Villages, FL 32163.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

3

DoubleTimes

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

James G. Lauffenburger
Witness: James G. LAUFFENBURGER

BETTS INDUSTRY, INC., a Pennsylvania corporation

By: *Clifford R. Betts*
Clifford R. Betts, President

Christie L. Humphrey
Witness: Christie L. Humphrey

(Corporate Seal)

State of Pennsylvania
County of Warren

The foregoing instrument was acknowledged before me this 14th day of July, 2014 by Clifford R. Betts, President of BETTS INDUSTRY, INC., a Pennsylvania corporation, on behalf of the corporation. He is personally known to me or has produced a Pennsylvania driver's license as identification.

[Notary Seal]

Christie L. Humphrey
Notary Public

Printed Name: Christie L. Humphrey

My Commission Expires: 9-3-15

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christie L. Humphrey, Notary Public
City of Warren, Warren County
My Commission Expires Sept. 3, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Karen Rathburn
Witness: Karen Rathburn

Susan A. Betts
Susan A. Betts

Susan Newell
Witness: Susan Newell

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this 14th day of July, 2014 by Susan A. Betts, who is personally known or has produced a Florida driver's license as identification.

[Notary Seal]



Shelley Mallory
Notary Public

Printed Name: Shelley Mallory

My Commission Expires: 9-24-2017

96-104083 T#001
03-05-96 11:16AM

This Instrument Prepared By and Return to
Carol F. Keys, Attorney at Law
Intercontinental Bank Building, Suite 203
12700 Biscayne Boulevard
North Miami, Florida 33181
(305) 891-1600

* 1029.00
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK OSTERHOLT

Grantee S. S. No. 267-68-7456
Grantee S. S. No. 267-78-6491

COUNTY ADMIN.

Tax Folio No. 1224-CB-0020

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

THIS INDENTURE, made this 23 day of February, 1996, between LUIS EGOZI and KAREN EGOZI, his wife, (hereinafter "Grantors"), and LUIS STABINSKI and BELL STABINSKI, his wife, whose address is 757 NW 27 Avenue, 3rd Floor, Miami, Florida, 33125 (hereinafter "Grantees").

(Whoever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires).

WITNESSETH that said Grantors, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations paid to Grantors by Grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold to Grantees, and Grantees heirs and assigns forever, the following described land, situate, lying and being in Dade County, Florida, to-wit:

Unit B, of CASA LA PLAYA CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof, filed of record June 3, 1991, in Official Records Book 18437, at Page 43, of the Public Records of Broward County, Florida, together with all appurtenances thereto, including an undivided interest in the Common Elements of said Condominium as set forth in the Declaration.

SUBJECT TO:

1. Taxes for 1995 and subsequent years.
2. Conditions, easements, limitations and restrictions of records, provided that nothing set forth herein shall serve to reimpose the same.
3. Zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
4. Declaration of Condominium of Casa la Playa, filed of record June 3, 1991, in Official Records Book 18437, at Page 43, of the Public Records of Broward County, Florida, together with all appurtenances thereto, including an undivided interest in the Common Elements of said Condominium as set forth in the Declaration.

and Grantors hereby covenant with Grantees that the Grantors are lawfully authorized to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

BK 24565PE0725

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this 23 day of February, 1996.

Signed, sealed and delivered in our presence:

Diana Arocha
(Signature of first witness)

Diana AROCHA
(Printed name of first witness)

[Signature]
(Signature of second witness)

M. Vicki PERRA
(Printed name of second witness)

[Signature]
Luis Egozi
217 East Rivo Alto Drive, Miami Beach, Florida, 33139

[Signature]
Karen Egozi
217 East Rivo Alto Drive, Miami Beach, Florida, 33139

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 23 day of February, 1996, by Luis Egozi and Karen Egozi, who are personally known to me, or who have produced Florida drivers licenses or who have produced _____ as identification and who did not take an oath.

[Signature]
Notary Public State of Florida at Large

My Commission Expires:

OFFICIAL NOTARY SEAL
SAHLI FERRA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC612741
MY COMMISSION EXP. OCT. 11, 1998

BK 24865PG0726

This Instrument Prepared By and Return
Carol F. Keys, Esq.
1911 N.E. 172 Street
North Miami Beach, Florida 33162
(305) 944-9500

92228619

Stamps \$ 480.00 Tax \$
Documentary Intangible
RECEIVED in Broward County as required by
Law
by Catherine Carlson
Deputy Clerk

Grantee S.S. No. 283-59-7961
Grantee S.S. No. 283-59-9907
Tax Folio No. 05-1224-02-0100

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

THIS INDENTURE, made this 24 day of June, 1992, between First Development of Broward, Inc., a Florida corporation, existing under the laws of the State of Florida and lawfully authorized to transact business in the State of Florida, grantor, to Daren Stabinski and Todd Stabinski, as Tenants in Common, whose Post Office address is 757 NW 27 Avenue, 3rd Floor, Miami, Florida, 33125, grantees.

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires).

WITNESSETH that said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Dade county, Florida, to-wit:

Unit E of CASA LA PLAYA CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, filed of record June 3, 1991, in Official Records Book 18437, at Page 0043, under Clerks File No. 91-211233, of the Public Records of Broward County, Florida, together with an undivided interest in the common elements appurtenant thereto.

SUBJECT TO:

1. Taxes for 1992 and subsequent years.
2. Conditions, easements, limitations and restrictions of records
3. Zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
4. Declaration of Condominium of Casa la Playa, a Condominium, according to the Declaration of Condominium filed of record June 3, 1991, in Official Records Book 18437, at Page 43, under Clerk's File No. 91R-211233, of the Public Records of Broward County, Florida.

and said grantor hereby covenants with said grantee that the grantor is lawfully authorized to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, the day and years above first written.

C. Gonzalez
Cust. Gonzalez

Michelle Barrios
Michelle Barrios

By: Luis Stabinski
Luis Stabinski, President
757 NW 27 Avenue, 3rd Floor, Miami, Fla. 33126

(CORPORATE SEAL)

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 24 day of June, 1992 by Luis Stabinski, President of First Development of Broward, Inc., a Florida corporation, who is personally known to me and who did not take an oath.

Commission #
AA 749 629

Luisa Rad
Notary Public, State of Florida at Large
Luisa Rad
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION # AA 749 629
EXPIRES 12/31/94

32 JUL 31 AM 9 12

92228619

This Instrument Prepared By and Return to:

Carol F. Keys, Esq.
9095 S.W. 87th Avenue
Suite 777
Miami, Florida 33176

91302557

Stamps \$ 1140.00 Tax \$
Documentary Intangible
RECEIVED in Broward County as required by
Law
by Ann M. Rodgers
Deputy Clerk

Grantee S.S. No. 119-34-8879
Grantee S.S. No. 261-23-5759

Tax Folio No. 05-1224-02-0100

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

THIS INDENTURE, made this 24 day of July, 1991, between **FIRST DEVELOPMENT OF BROWARD, INC.**, a Florida corporation existing under the laws of the State of Florida and lawfully authorized to transact business in the State of Florida, party of the first part, to **LUIS EGOZI and KAREN EGOZI**, his wife, whose Post Office address is 217 E. Rivo Alto Drive, Miami Beach, Florida, 33139, grantees.

WITNESSETH that said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to said party of the first part 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 Dade county, Florida, to-wit:

Unit B of **CASA LA PLAYA CONDOMINIUM**, a Condominium, according to the Declaration of Condominium thereof, filed of record June 8, 1991, in Official Records Book 18437, at Page 48, under Clerk's File No. 91-211233, of the Public Records of Broward County, Florida, together with an undivided interest in the common elements appurtenant thereto.

SUBJECT TO:

1. Taxes for 1991 and subsequent years.
2. Conditions, easements, limitations and restrictions of records
3. Zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
4. Declaration of Condominium of Casa La Playa Condominium, Inc.

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

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

AND THE GRANTOR hereby covenants with said grantees that the grantor is lawfully authorized to sell and convey said land; that the grantor hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officer, and its corporate seal to be affixed, the day and year above first written.

WITNESSES:

Frances Rivera
FRANCES RIVERA

Betsy G. Rodriguez
BETSY G. RODRIGUEZ

FIRST DEVELOPMENT OF BROWARD, INC.,
a Florida corporation

By: [Signature]
Luis Stabinski, President
757 NW 27 Avenue, Miami, Florida, 33125

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this 24 day of July, 1991, before me personally appeared **LUIS STABINSKI**, President of **FIRST DEVELOPMENT OF BROWARD, INC.**, a Florida corporation existing under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and severally acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 24 day of July, 1991.

Isabel Rivero
Notary Public, State of Florida at Large
ISABEL RIVERO

Notary Public
State of Florida at Large
My Commission Expires
October 13, 1992

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

My Commission Expires:

C.91111C.2

Aug 2 12 32 PM '91
RI 18616PG0640



5
-
AR

This instrument was prepared by
Carol F. Keys, Esq.
9095 S.W. 87th Ave.
Suite 777
Miami, Florida 33178

Parcel Identification No.
05-1224-02-0100

Grantee Social Security #: 282-88-5530

Grantee Social Security #: 198-42-8154

6000
Notary Public
State of Florida
Luis Stabinaki, President

91248025 WARRANTY DEED

THIS INDENTURE, made this 7 day of June 1991, between FIRST DEVELOPMENT OF BROWARD, INC., a Florida corporation, existing under the laws of the State of Florida and lawfully authorized to transact business in the State of Florida, grantor, to FABIO NICK and AMALIA NICK, his wife, whose Post Office address is 3403 N.E. 186 Street, North Miami Beach, Florida, 33180, grantees.

WITNESSETH that said grantor, for and in consideration of the sum of Ten & 00/100 (\$10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantees, and grantees's heirs and assigns forever, the following described land, situate, lying and being in Dade county, Florida, to-wit:

Unit A of CASA LA PLAYA CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, filed of record June 3, 1991, under Clerk's File No. 91-211233, of the Public Records of Broward County, Florida, together with an undivided interest in the common elements appurtenant thereto.

SUBJECT TO:

1. Taxes for 1991 and subsequent years.
2. Conditions, easements, limitations and restrictions of records
3. Zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
4. Declaration of Condominium of Casa La Playa Condominium, Inc.

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

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

AND THE GRANTOR hereby covenants with said grantees that the grantor is lawfully authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, the day and years above first written.

FIRST DEVELOPMENT OF BROWARD, INC.
a Florida corporation

(CORPORATE SEAL)

RECORDED IN THE PUBLIC RECORDS OF
OF BROWARD COUNTY, FLORIDA

Luis Stabinaki
Luis Stabinaki, President

L. A. HESTER
COUNTY ADMINISTRATOR

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this 7 day of June, 1991, before me personally appeared LUIS STABINAKI, President of FIRST DEVELOPMENT OF BROWARD, INC., a Florida corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and severally acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 5 day of June, 1991.

James [Signature]
Notary Public, State of Florida at Large

ROTARY PUBLIC STATE OF FLORIDA
My Commission Expires: COMMISSION EXP. MAR. 14, 1994
BONDED THRU GENERAL INS. UND.

91 JUN 27 PM 1:05

BR18509PG0477

This instrument was prepared by:
Carol F. Keys, Esq.
9096 S.W. 87th Ave.
Suite 777
Miami, Florida 33176

Parcel Identification No.
05-1224-02-0100

Grantee Federal Tax I.D.#: 25-0928077

Grantee Social Security #: 296-42-8154

1380.00
has been paid
to Broward County, Department
Stamp Tax as required by law.
Audrey G. Hester, Deputy

91240113 WARRANTY DEED

THIS INDENTURE, made this 7 day of June 1991, between **FIRST DEVELOPMENT OF BROWARD, INC.**, a Florida corporation, existing under the laws of the State of Florida and lawfully authorized to transact business in the State of Florida, grantor, to **BETTS INDUSTRY, INC.**, a Pennsylvania corporation and **SURAN A. BETTS**, whose Post Office address is 20 Woods Road, Warren, Pennsylvania, 16365, grantees.

91 JUN 24 AM 9 06

WITNESSETH that said grantor, for and in consideration of the sum of Ten & 00/100 (\$10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantees, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Dade county, Florida, to-wit:

Unit C of **CASA LA PLAYA CONDOMINIUM**, a Condominium, according to the Declaration of Condominium thereof, filed of record June 3, 1991, under Clerk's File No. 91-211233, of the Public Records of Broward County, Florida, together with an undivided interest in the common elements appurtenant thereto.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

SUBJECT TO:

1. Taxes for 1991 and subsequent years.
2. Conditions, easements, limitations and restrictions of records
3. Zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
4. Declaration of Condominium of Casa La Playa Condominium, Inc.

BK18494PC0147

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

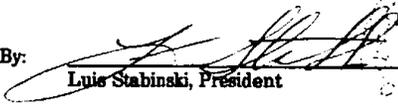
TO HAVE AND TO HOLD, the same in fee simple forever.

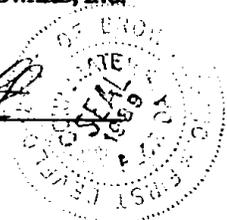
AND THE GRANTOR hereby covenants with said grantees that the grantor is lawfully authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, the day and years above first written.

FIRST DEVELOPMENT OF BROWARD, INC.
a Florida corporation

(CORPORATE SEAL)

By: 
Luis Stabinski, President

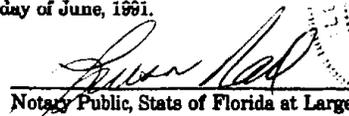


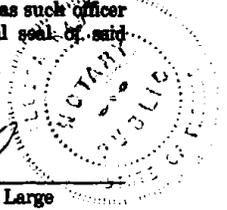
STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this 5 day of June, 1991, before me personally appeared **LUIS STABINSKI**, President of **FIRST DEVELOPMENT OF BROWARD, INC.**, a Florida corporation under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and severally acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 5 day of June, 1991.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 16, 1994
BONDED thru GENERAL INS. UND.


Notary Public, State of Florida at Large



ATTORNEYS' TITLE FUND SERVICES, LLC.

The instrument ordered is not available due to skipped pages on the film. Please contact your local branch.

ATTORNEYS' TITLE FUND SERVICES, LLC.

The instrument ordered is not available due to skipped pages on the film. Please contact your local branch.

MARGARET BEED
STATUTE

DEEDS FORM No. 1, 1954

Repealed by Pub. L. 85-608, July 28, 1958

502738

This Indenture,

Made this twenty-ninth day of March, A. D. 1954

Between **NETTIE SARUK, as Trustee,**

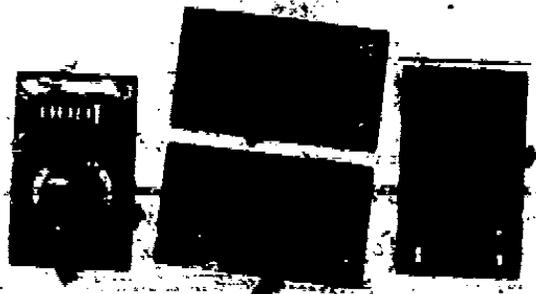
of the County of COOK in the State of ILLINOIS
party of the first part, and **ABRAHAM H. MORAD and CECILIA M. MORAD,**
his wife, 1505 South Surf Road, Hollywood, Fla

of the County of Broward in the State of Florida
parties of the second part.

Witnesseth: That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, ~~has~~ granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida

Lot Two (2), Block Three (3), ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof recorded in Plat Book 9, Page 36, of the Public Records of Broward County, Florida.

SUBJECT TO 1954 TAXES.



And the said party of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

In Witness Whereof, The said party of the first part hereunto set hand and seal the day and year first above written.

Abraham H. Morad
Cecilia M. Morad

Nettie Saruk
Trustee



State of FLY OIA
County of COOK

I Herby Galtby, That on this day, before me an officer duly authorized in the State of FLY OIA and in the County aforesaid to take acknowledgments, personally appeared

NETTIE BANK, as Trustee

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this

March 29 A. D. 19 54



Herby Galtby
Notary Public
My commission expires
May 5, 1955

RECORDED IN OFFICIAL RECORD BOOK
OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

Warranty Deed

Date

Record of Description

State of Florida,
County of

On this day of A. D. 19 at o'clock p.m. this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages of Book in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit of said State, in and for said County.

STATE OF COUNTY OF 58

And I Herby Galtby, That do and

know to me to be the wife of the said Herby Galtby, on a separate and private communication, taken and made in the above named State and County by and before me, a Notary Public, and upon my oath and belief, did she, by voluntarily before me, on a separate and private communication of facts, that she executed the foregoing instrument freely and voluntarily, and without any compulsion, constraint, duress or fear of or from her said husband.

Witness my hand and official seal in the County and State last aforesaid this

Herby Galtby

WARRANTY DEED STATUTES

DEED'S FORM N. E. 344500

Repealed by The U. S. S. S. Act of 1908

DEED 639 REC 284

This Indenture,

Made this 17 day of September, A. D. 1918

Between Lawrence McDonough and Florence McDonough, his wife

of the County of Broward, in the State of Florida
parties of the first part, and Nettie Clark, trustee for Vernon Simon Loeb,
Jared Carl Loeb, and Edwin Martin Loeb, minors, of 1639 N. Dearborn Ave.
of the County of Cook, in the State of Illinois Chicago, Ill.
parties of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Ten dollars and other good and lawful considerations Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida to-wit:

Lot 2, Block 1 of Florida 1116, subdivision of sections 23 and 24, Township 31 North, Range 21 West, East, 2nd Principal Meridian, recorded in First Book of Public Records of the public records of Broward County, said land's situate, lying and being in Broward County, Florida.



And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of us
(Signature)
(Signature)

(Signature)
Lawrence McDonough
(Signature)
Florence McDonough



91211214

THIS INSTRUMENT PREPARED BY:
Carol F. Keys, Esq.
9086 S.W. 57th Ave., Suite 777
Miami, Florida 33176

Folio Number:
05-1234-02-0110
and 05-1234-02-0100

Grantee S.S.#: 267-68-7456

Grantee S.S.#: 267-78-8491

55
In Broward County for the purpose of
being the same as required by law.
(Witness Seal)

THIS QUIT-CLAIM DEED, executed this 22 day of May, 1991, by STANLEY BLUMENFELD and JEANNINE BLUMENFELD, his wife, first parties, to LUIS STABINSKI and BELL STABINSKI, his wife, whose post office address is 757 N.W. 27th Avenue, Miami, Florida, second parties:

(Wherever used herein the terms 'first parties' and 'second parties' shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires)

WITNESSETH, that the said first parties, for and in consideration of the sum of \$10.00 in hand paid by the said second parties, the receipt whereof is hereby acknowledged, do hereby remise, release and quit-claim unto the said second parties forever, all the right, title, interest, claim and demand which the said first parties have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

Jun 3 2 25 PM '91

Lots 1, 2, 3 and 4, Block 3, of ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof, as recorded in Plat Book 8, at Page 36, of the Public Records of Broward County, Florida.

BK 18437 PG 0006

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first parties, either in law or equity, to the only proper use, benefit and behoof of the said second parties forever.

IN WITNESS WHEREOF, the said first parties have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

[Signature]
STANLEY BLUMENFELD
[Signature]
JEANNINE BLUMENFELD

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTLER
COUNTY ADMINISTRATOR

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared STANLEY BLUMENFELD and JEANNINE BLUMENFELD, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of May, 1991.

[Signature]
Notary Public, State of Florida


My Commission Expires: 11-26-94

5/22/91

THIS INSTRUMENT PREPARED BY:

Carol F. Keys, Esq.
9005 S.W. 87th Ave., Suite 777
Miami, Florida 33178

\$ 55 Has been Paid
in Broward County
State of Florida
Carol F. Keys

Folio Number:

1224-02-010
and 1224-02-011

91181844

THIS QUIT-CLAIM DEED, executed this 22 day of April, 1991, by LUIS STABINSKI and BELL STABINSKI, his wife, first parties, to FIRST DEVELOPMENT OF BROWARD, INC., a Florida corporation, whose post office address is 757 N.W. 27th Avenue, Miami, Florida, second parties:

(Wherever used herein the terms "first parties" and "second parties" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires)

WITNESSETH, that the said first parties, for and in consideration of the sum of \$10.00 in hand paid by the said second parties, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second parties forever, all the right, title, interest, claim and demand which the said first parties has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

Lots 1, 2, Block 3, of ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof, as recorded in Plat Book 9, at Page 36, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first parties, either in law or equity, to the only proper use, benefit and behoof of the said second parties forever.

IN WITNESS WHEREOF, the said first parties have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Betsy Rodriguez _____ L.S.
Luis Stabinski _____ LUIS STABINSKI
Chabel Cabrera _____ L.S.
Bell Stabinski _____ BELL STABINSKI

MAR 13 8 09 AM '91

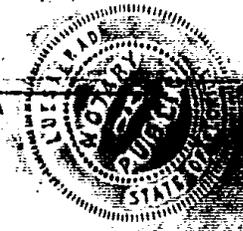
BR 18377 PG 0458

STATE OF FLORIDA,
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LUIS STABINSKI and BELL STABINSKI to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of April, 1991.

Luis A. Hester
NOTARY PUBLIC, STATE OF FLORIDA



My Commission Expires:

90111A.C.2

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BR 18377 PG 0458

THIS INSTRUMENT PREPARED BY:

Carol F. Keys, Esq.
9095 S.W. 87th Ave., Suite 777
Miami, Florida 33178

155
Ann M. Rodgers
Notary Public, State of Florida

Folio Number:

1224-02-010
and 1224-02-011

91181843

THIS QUIT-CLAIM DEED, executed this 23 day of April, 1991, by LUIS STABINSKI and BELL STABINSKI, his wife, first parties, to LUIS STABINSKI and BELL STABINSKI, his wife, whose post office address is 757 N.W. 27th Avenue, Miami, Florida, second parties:

(Wherever used herein the terms "first parties" and "second parties" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires)

WITNESSETH, that the said first parties, for and in consideration of the sum of \$10.00 in hand paid by the said second parties, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second parties forever, all the right, title, interest, claim and demand which the said first parties has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

Lots 1, 2, 3 and 4, Block 3, of ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof, as recorded in Plat Book 9, at Page 36, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim, whatsoever of the said first parties, either in law or equity, to the only proper use, benefit and behoof of the said second parties forever.

IN WITNESS WHEREOF, the said first parties have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Betsy Rodriguez _____ L.S.
Isabel Cabras _____ L.S.
LUIS STABINSKI
BELL STABINSKI

MAY 13 1991

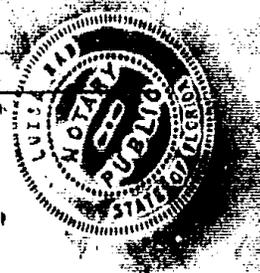
BK 18377 Pg 0457

STATE OF FLORIDA,
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LUIS STABINSKI and BELL STABINSKI to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of April, 1991.

L. A. Hester
NOTARY PUBLIC, STATE OF FLORIDA



My Commission Expires:

90111A.C.1

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

5-2

This instrument was prepared by:
Name: Carol F. Keys, Esq.
Address: 9095 S.W. 87th Ave.
Suite 501
Miami, Florida 33176

Property Appraiser's
Parcel Identification No. 1224-02-010
and No. 1224-02-011

90179141

Grantee S.S. No. 267-68-7456

Grantee S.S. No. 267-18-6491

\$ 3960.00 has been Paid
in Broward County for Documentary
Stamp/Tax as required by law.

Margaret David Clerk

1990 MAY -2 PM 1:36

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

THIS INSTRUMENT, made this 30th day of April, 1990, between STANLEY BLUMENFELD AND JEANNINE BLUMENFELD, his wife of the County of Broward, State of Florida, grantors, and LUIS STABINSKI, whose post office address is 757 N.W. 27th Avenue, Miami, Florida, of the County of Dade, State of Florida, grantees,

WITNESSETH that said grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, 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's heirs and assigns forever, the following described land, situate, lying and being in Dade County, Florida, to-wit:

Lots 1, 2, 3 and 4, Block 3, of ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof, as recorded in Plat Book 9, at Page 36, of the Public Records of Broward County, Florida.

SUBJECT TO:

1. Taxes for 1990 and subsequent years.
2. Conditions, easements, limitations and restrictions of records.
3. Zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
4. Existing mortgage in favor of Helen P. Moser and Patricia Moser Plumb, originally recorded on February 26, 1980, in Official Records Book 8750, at Page 503, of the Public Records of Broward County, Florida.

THIS IS NOT THE HOMESTEAD OF THE GRANTORS.

and said grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Phyllis J. Wolff
[Signature]
Phyllis J. Wolff

[Signature] (Seal)
STANLEY BLUMENFELD
[Signature]
[Signature] (Seal)
JEANNINE BLUMENFELD

BK 17386 PG 0046

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared STANLEY BLUMENFELD AND JEANNINE BLUMENFELD to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of April, 1990.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:
W4205/5

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 28, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

5.00
1.00
M.K.

3
1,710.00
~~10.00~~

80- 58967

RE-4-324
THIS INSTRUMENT WAS PREPARED BY CLARKE WALDEN, C/O WALDEN AND WALDEN, ATTORNEYS AT LAW, THE DANIA BANK BUILDING, 255 EAST DANIA BEACH BOULEVARD, DANIA, FLORIDA 33004

WARRANTY DEED

THIS WARRANTY DEED, made and executed this 7th day of January, 1980, by and between

RECORDED
71.00
FEB 27 1980
955600
FEB 27 1980

HELEN P. MOSER, a married woman, joined by her husband, EDWARD A. MOSER, whose address is 1401 South Surf Road, Hollywood, Broward County, Florida, and MOUNT OLIVE UNITED CHURCH OF CHRIST, an Ohio non-profit corporation, which has an address for the purpose of conducting its business affairs of 5501 Olive Road, Dayton, Montgomery County, Ohio (hereinafter sometimes referred to collectively as the "grantors"),

and

STANLEY BLUMENFELD and JEANNINE BLUMENFELD, husband and wife, whose mailing address is 2 Prado Secoya, Atherton, San Mateo County, California 94025 (hereinafter sometimes referred to as the "grantees"),

90 FEB 26 PM 3:35

WITNESSETH:

WHEREAS, the parties have negotiated for the sale and purchase of the hereinafter described lands; and

WHEREAS, as a result of such negotiations, the grantors desire to convey the hereinafter described lands to the grantees by a good and sufficient warranty deed,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS AS FOLLOWS:

I.

That the grantors, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations to them in hand paid by the grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the grantees, their heirs and assigns forever, and do hereby grant, bargain and sell to said grantees, their heirs and assigns forever, the following described lands situate, lying and being in Broward County, Florida, to wit:

Lots 1, 2, 3 and 4, Block 3, ATLANTIC SHORES NORTH BEACH SECTION, according to the plat thereof recorded in Plat Book 9, page 36,

RE-8750 PAGE 500

RETURN TO:

Walden and Walden
ATTORNEYS AT LAW
THE DANIA BANK BUILDING
DANIA, FLORIDA 33004

10
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Public Records of Broward County, Florida,
said lands situate, lying and being in
Broward County, Florida.

II.

The grantors do hereby fully warrant the title to the lands which are described in paragraph I. herein and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, HELEN P. MOSER and EDWARD A. MOSER, her husband, have caused these presents to be executed under their hands and seals on the day and year first above written.

IN WITNESS WHEREOF, MOUNT OLIVE UNITED CHURCH OF CHRIST, an Ohio non-profit corporation, has caused these presents to be executed in its corporate name by its undersigned President, and has further caused its corporate seal to be affixed, attested by its undersigned Secretary, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Lorraine Thomson

Helen P. Moser (seal)
HELEN P. MOSER

Carol A. Kelley

Edward A. Moser (seal)
EDWARD A. MOSER

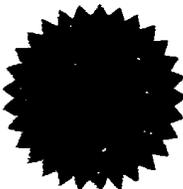
MOUNT OLIVE UNITED CHURCH OF CHRIST,
an Ohio non-profit corporation

William D. Perfusier

By: Donald J. Rapp
Donald J. Rapp
President

Arthur R. Schaeble
(corporate seal)

Attest: James DuBro
James DuBro
Secretary



OFF 8750 PAGE 501

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing warranty deed was acknowledged before me this
7th day of January, 1980, by HELEN P. MOSER and EDWARD A. MOSER,



Lorraine Thomson
Notary Public

My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 22, 1983
Bonded By American Fire & Casualty Company

STATE OF OHIO
COUNTY OF MONTGOMERY

The foregoing warranty deed was acknowledged before me this
16th day of January, 1980, by Donald J. Rapp and James DuBro as
President and Secretary, respectively, of MOUNT OLIVE UNITED CHURCH
OF CHRIST, an Ohio non-profit corporation, on behalf of said



William D. Dorfmeier
Notary Public

My Commission expires:
WILLIAM D. DORFMEIER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date,
Section 147.03 R. C.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
County Administrator

REC 8750 PAGE 502

80-13886

THIS INSTRUMENT WAS PREPARED BY CLARKE WALDEN, C/O WALDEN AND WALDEN, ATTORNEYS AT LAW, THE DANIA BANK BUILDING, 255 EAST DANIA BEACH BOULEVARD, DANIA, FLORIDA 33004

DEED OF PERSONAL REPRESENTATIVE

THIS DEED FROM PERSONAL REPRESENTATIVE, made, executed and delivered this 14th day of December, 1979, by and between

HELEN P. MOSER, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased,

[hereinafter sometimes referred to as "party" of the first part"],

and

HELEN P. MOSER, a married woman, for life, whose post office address is 1401 South Surf Road, Hollywood, Broward County, Florida (hereinafter sometimes referred to individually as the "life tenant"), and with the vested remainder to

MOUNT OLIVE UNITED CHURCH OF CHRIST, an Ohio non-profit corporation, owning or operating a religious entity at 5501 Olive Road, Dayton, Ohio, its successors or assigns, with the post office address of said Mount Olive United Church of Christ, an Ohio non-profit corporation, being 5501 Olive Road, Dayton, Montgomery County, Ohio (hereinafter sometimes referred to individually as the "remainderman"),

[with the said life tenant and remainderman] [being hereinafter sometimes referred to] [collectively as the "parties of the second] [part"],

80 JAN 15 AM 9:15

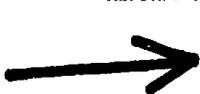
W I T N E S S E T H:

WHEREAS, the party of the first part, that is Helen P. Moser, is the duly acting and qualified ancillary personal representative of the Estate of Harry C. Hall, deceased, under and pursuant to the authority of ancillary letters of administration issued by the Honorable Paul M. Marko, III, Circuit Judge, Broward County, Florida, on August 1, 1978, in proceedings no. 78-3195 in the Circuit Court of the Seventeenth Judicial Circuit of the State of Florida in and for Broward County - Probate Division, concerning Estate of Harry C. Hall, deceased; and

REC 8670 PAGE 617

WHEREAS, the said decedent described as Harry C. Hall was one and the same person as the grantee in the certain deed dated August 29, 1962, from The Dan Dee Corporation, a Florida corporation, to Harry C. Hall, recorded August 31, 1962, in Official

RETURN TO:



Walden and Walden
ATTORNEYS AT LAW
THE DANIA BANK BUILDING
DANIA, FLORIDA 33004

-1-

534454
BROWARD COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JAN 17 1980
\$00.40

88
31

Records Book 2451, page 959, Public Records of Broward County, Florida, under clerk's registry no. 62-78469; and

WHEREAS, the said Harry C. Hall was a single man as of August 29, 1962, and whereas he remained a single man until April 7, 1978, and was not, therefore, survived by a surviving spouse; and

WHEREAS, §733.612(26), Florida Statutes, allows a personal representative to make a partial distribution to the beneficiaries of an estate any part of the estate which is not necessary to satisfy claims, expenses of administration, taxes, family allowance, exempt property and an elective share; and

WHEREAS, all powers which a personal representative may exercise pursuant to §733.612, Florida Statutes, may be exercised without any order of court; and

WHEREAS, the time for the filing of claims against the estate has expired and no part of the property described in paragraph I. herein is required by the personal representative to satisfy claims, expenses of administration, taxes, family allowance, exempt property or an elective share; and

WHEREAS, by virtue of her authority as an ancillary personal representative to make a partial distribution of the assets of the estate (without order of court), the party of the first part desires to convey the fee simple title to the real property described in paragraph I. herein to the beneficiaries of the estate who are entitled to receive same; and

WHEREAS, the property described in paragraph I. herein is also sometimes known as "Sirocco Apartments" and has a street address of 1401 South Surf Road, Hollywood, Broward County, Florida; and

WHEREAS, the "Mrs. Pat Moser" who is described in Item Seventh of the last will and testament of Harry C. Hall, deceased, dated August 28, 1975 (which has been earlier admitted to probate), is one and the same person as the Helen P. Moser who is sometimes referred to in the within deed as the "life tenant" and who is also

REF 8670 PAGE 618

one of the parties who are referred to collectively herein as the "parties of the second part"; and

WHEREAS, the "Mount Olive United Church of Christ" which is also referred to in Item Seventh of the said last will and testament of Harry C. Hall, deceased, is actually Mount Olive United Church of Christ, an Ohio non-profit corporation, which currently owns and operates a religious entity (that is, a church) at 5501 Olive Road, Dayton, Montgomery County, Ohio; and

WHEREAS, under the terms and conditions of Item Seventh of said last will and testament of the decedent, the parties of the second part are the beneficiaries of the estate of the decedent who are entitled to receive distribution of the assets described in paragraph I. herein; and

WHEREAS, the party of the first part has also had the possession of all of the furniture and furnishings located in the building structures now existing on the real property described in paragraph I. herein; and

WHEREAS, the parties of the second part are also entitled to receive distribution and possession of the furniture and furnishings described in paragraph III. herein; and

WHEREAS, the personal representative desires to make a further partial distribution of the assets of the estate by transferring the title and possession of the said furniture and furnishings to the beneficiaries entitled to receive same, namely, the parties of the second part; and

WHEREAS, in summary, the party of the first part, in her representative capacity, desires to execute the within deed for the purpose of granting, bargaining, selling and conveying all of the right, title and interest of the Estate of Harry C. Hall, deceased, in and to the real property described in paragraph I. herein to the parties of the second part; and

WHEREAS, to the extent that the within deed serves to transfer the possession and title of the furniture and furnishings

described in paragraph III. herein, the within deed may also be considered as serving as a bill of sale; and

WHEREAS, by the within deed, the personal representative is transferring the title to said furniture and furnishings to the parties of the second part,

NOW, THEREFORE, for and in consideration of the premises, KNOW ALL MEN BY THESE PRESENTS as follows:

I.

That in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations to her in hand paid, receipt of which is hereby acknowledged, Helen P. Moser, in her representative capacity as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release convey and confirm unto Helen P. Moser, a married woman, for life, and with the vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation, its successors or assigns, the following described real property, situate, lying and being in Broward County, Florida, to wit,

Lots 1, 2, 3 and 4, Block 3, ATLANTIC SHORES NORTH BEACH SECTION, according to the plat thereof recorded in Plat Book 9, page 36, Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida,

to have and to hold the said lands unto the said Helen P. Moser, for life, and with vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation, its successors or assigns, in full and ample manner to the same extent as the same were owned, possessed and enjoyed by Harry C. Hall during his lifetime.

REC 8670 PART 120

II.

Specifically, but without limitation on the foregoing, it is the purpose and intent of the within deed to vest Helen P. Moser,

a married woman, with a life estate in and to the real property described in paragraph I. herein and to vest Mount Olive United Church of Christ, an Ohio non-profit corporation, its successors or assigns, with the vested remainder interest.

III.

By these presents, Helen P. Moser, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, does also grant, bargain, sell and assign unto Helen P. Moser, for life, and with the vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation, its successors or assigns, all of the right, title and interest of said Harry C. Hall in and to the furniture and furnishings described on the inventory which is attached hereto and made a part hereof by reference, with the said furniture and furnishings being presently located in the building structures located on the property described in paragraph I. herein. To the extent that the within paragraph transfers the title to personal property, the within deed shall also be considered as serving as an absolute bill of sale.

IN WITNESS WHEREOF, HELEN P. MOSER, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, has caused this deed to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine Thomson
Carol Salley

Helen P. Moser (seal)
HELEN P. MOSER, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing deed of personal representative was acknowledged before me this 7th day of January, 1980, by HELEN P. MOSER,

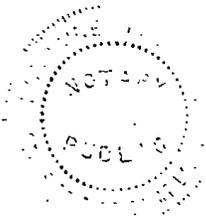
REF 8670 PAGE 621

as Ancillary Personal Representative of the Estate of Harry C.
Hall, deceased.

Lorraine Thomson
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 22, 1983
Insured By American Fire & Casualty Company



REF 8670 PAGE 622

INVENTORY FOR STROCCO APARTMENTS

APT. #1

KIT. REFRIG. & STOVE TABLE & 5 CHAIRS

BEDROOM 2 TWIN BEDS
2 DRESSERS & 1 CHEST
1 NIGHT STAND

LIVINGROOM 2 SWIVEL CHAIRS
2 DANISH CHAIRS
1 TABLE
2 LAMPS
1 ROUND TABLE & 2 CHAIRS

APT. #2

kitchenette dished, silver for 4, pots & pans

2 BAHAMA BEDS WITH COVERS 2 pillows, 2 blankets
1 CHEST OF DRAWERS, 1 AMOUR FOR CLOTHS
1 T.V.
1 TABLE & LAMP, 1 READING LAMP OVER BED. 2 pictures.

APT. #3

1 DOUBLE BED & 1 TWIN BED. 3 pillows & 4 blankets 2 spreads
1 DRESSER & 1 CHEST OF DRAWERS
1 NIGHT STAND & LAMP & DRESSER LAMP, MIRROR, & 2 PICTURES

KIT. REFRIG. & STOVE

DISHES, SILVER, POTS & PANS

LIVINGROOM

2 BAHAMA BEDS WITH COVERS
2 CHAIRS 2 TABLES & 2 LAMPS
1 DINETTE TABLE WITH GLASS TOP. WROUGHT IRON
4 MATCHING CHAIRS WROUGHT IRON
1 T.V.
2 PICTURES.

APT. #4

1 DOUBLE BED & 1 TWIN BED, 4 BLANKETS, 3 PILLOWS, 2 SPREADS
1 DRESSER, 1 CHEST, & MIRROR, LAMP, 1 chair
1 CHEST OF DRAWERS
1 NIGHT STAND & LAMP, 2 PICTURES

LIVING ROOM

2 BAHAMA BEDS WITH COVERS
2 CHAIRS 2 TABLES & 2 LAMPS
1 DINETTE TABLE, WROUGHT IRON & 4 matching chairs
1 T.V. 2 PICTURES.

KIT. REFRIG. & STOVE

DISHES, & SILVER. POTS & PANS.

REF 8670 PAGE 123

APT #5
KIT.

REFRIG. & STOVE
DISHES & SILVER, POTS & PANS.
DINING ROOM TABLE & 2 CHAIRS.
2 BAHAMA BEDS, COVERS. 2 PILLOWS, 4 BLANKETS
2 CHAIRS, 2 TABLES & 2 LAMPS
1 DRESSER & MIRROR

APT. #6
KIT.

REFRIG. & STOVE DISHES, SILVER, POTS & PANS
DINING ROOM TABLE & 4 CHAIRS

LIVING ROOM.

CASTRO CONVERTABLE COUCH
DESK & CHAIR, DESK LAMP
2 TABLES & 2 LAMPS, & LARGE COCKTAIL TABLE
3 CHAIRS, CHEST OF DRAWERS IN CLOSET.
2 PICTURES.
1 T.V.

BED ROOM

2 TWIN BEDS, 4 BLANKETS, 2 PILLOWS, 2 BEDSPREADS.
1 DRESSER & MIRROR & LAMP
1 NITE STAND & LAMP
4 PICTURES.

APT #7
KIT.

REFRIG. & STOVE, DISHES, SILVER, POTS, & PANS.

LIVING ROOM.

2 BAHAMA COUCHES, COVERS.
2 CHAIRS,
2 TABLES & 2 LAMPS, 1 COCKTAIL TABLE,
1 CHEST OF DRAWERS, 2 PICTURES.
1 T.V.
1 DINETTE TABLE, 4 CHAIRS.

BED ROOM

1 DOUBLE BED, 1 TWIN BED, 4 BLANKETS, 3 PILLOWS, 2 SPREADS.
1 DRESSER, & MIRROR, & LAMP
1 NITE STAND, & LAMP, 2 PICTURES.
1 CHAIR.

APT. # 8

REFRIG. STOVE, DISHES, POTS & PANS.
DINETTE TABLE & 4 CHAIRS.

BED ROOM

1 DOUBLE BED, 1 TWIN BED, NITE STAND, DRESSER & MIRROR.
2 lamps, 4 BEARBEDS, 3 PILLOWS, 2 SPREADS.
2 BAHAMA BEDS, WITH COVERS, 2 CHAIRS, 1 DRESSER, 3 TABLES.
3 LAMPS, 2 PICTURES. 1 T.V.

REC 8670
REC 624

APT. # 9

KIT. STOVE & REFRIG. DISHES, SILVER, POTS, PANS, I TOASTER.

BED ROOM. 2 TWIN BEDS, 2 SPREADS, 2 PILLOWS, I NITE STAND & LAMP, I MIRROR, I ARMOIRE (TO HOLD CLOTHES) I PICTURE, I CHAIR, 4 BLANKETS.

LIVING ROOM. I CONV. COUCH, 2 CHAIRS, 2 CHESTS, 2 LAMP TABLES, 2 LAMPS, I FLOOR LAMP, ROUND DINETTE TABLE & 4 STOOLS.

APT. # 10

KIT. STOVE, REFRIG. DISHES, POTS, PANS, SILVER, I TOASTER, I MIRROR

BED ROOM. DOUBLE BED, I TWIN BED, NITE STAND, LAMP, I DRESSER, I LAMP, 2 SPREADS, 3 PILLOWS, 4 BLANKETS, I CHAIR, I PICTURE.

LIVING ROOM: I BAHAMA COUCH, COVER, I CHAIR, & POCKER, I TABLE & 4 CHAIRS, I LAMP TABLE, 2 LAMPS, 3 PICTURES, I SERVER, I T.V.

APT. # 11

BED ROOM. I DOUBLE BED, I TWIN BED, 2 SPREADS, 3 PILLOWS, I DRESSER, I MIRROR, I NITE STAND, I LAMP, I DRESSER LAMP, I PICTURE, I CHAIR

KIT. STOVE, REFRIG, DISHES, SILVER, POTS & PANS, I TOASTER.

LIVING ROOM. 2 BAHAMA BEDS, & COVERS, 2 CHAIRS, 2 TABLES, 2 LAMPS, I DESK, I DINETTE TABLE & 4 CHAIRS, I CLOCK, & PICTURES.

APT. # 12

KIT. STOVE & REFRIG. DISHES, SILVER, POTS & PANS. TOASTER. I GLASS TOP TABLE & 4 CHAIRS.

LIVING ROOM. 2 BAHAMA BEDS, & COVERS, 4 BLANKETS, 2 PILLOWS, 4 BLANKETS. 2 TABLES, 2 LAMPS, I COFFEE TABLE, I DRESSER & MIRROR, I T.V., I CHAIR.

APT. # 14

KIT. STOVE & REFRIG. DISHES, POTS, & PANS, SILVER, TOASTER.

BED ROOM I DOUBLE BED, I TWIN BED, 2 SPREADS, 3 PILLOWS, 4 BLANKETS, I DRESSER & MIRROR, I NITE STAND, 2 LAMPS, 2 PICTURES, I CHAIR

LIVING ROOM 2 BAHAMA BEDS, & COVERS, 2 TABLES & 2 LAMPS, 2 PICTURES, I DINETTE TABLE, 4 CHAIRS, 2 CHAIRS, 2 PICTURES.

OFF 8070-125

APT. # 15

KIT. STOVE & REFRIG, DISHES, SILVER, POTS, & PANS. TOASTER.

BED ROOM

1 DOUBLE BED, 1 TWIN BED, 2 SPREADS, 3 PILLOWS, 4 BLANKETS,
1 DRESSER & MIRROR, 1 CHEST, 1 CHAIR, 2 PICTURES.

LIVING ROOM.

2 BAHAMA BEDS & COVERS, 2 CHAIRS, 2 TABLES, 2 LAMPS,
1 DINETTE TABLE, 4 CHAIRS. 2 PICTURES. 1 T.V.

APT. # 16

KIT. STOVE & REFRIG, DISHES, SILVER, POTS & PANS, TOASTER.

BED ROOM

2 TWIN BEDS, 2 SPREADS, 2 PILLOWS, 4 BLANKETS, 1 DRESSER,
1 MIRROR, 2 PICTURES. 1 CHAIR.

LIVING ROOM

2 BAHAMA BEDS & COVERS, 2 TABLES 2 LAMPS, 3 PICTURES,
1 DINETTE TABLE, 4 CHAIRS, 1 CHEST, 2 CHAIRS. 1 T.V.

APT. #17

KIT. STOVE, REFRIG, DISHES, SILVER, POTS & PANS, TOASTER.

BED ROOM

1 DOUBLE BED, 1 TWIN BED, 2 SPREADS, 3 PILLOWS,
4 BLANKETS, 1 DRESSER, 1 MIRROR, 1 CHAIR.
1 NITE STAND, 2 LAMPS. 2 PICTURES.

LIVING ROOM

2 BAHAMA BEDS, & COVERS, 2 CHAIRS, 2 TABLES, 2 LAMPS,
1 DINETTE TABLE, 4 CHAIRS, 1 T.V.
1 BOOK CASE? 1 PICTURE

REC 81720 PAGE 626

30- 70886

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR BROWARD COUNTY - PROBATE DIVISION

In re: Estate of :
HARRY C. HALL, : No. 78-3195
deceased. :

ORDER APPROVING, RATIFYING AND CONFIRMING PARTIAL DISTRIBUTION OF ASSETS BY ANCILLARY PERSONAL REPRESENTATIVE DIRECTLY TO THE BENEFICIARIES NAMED IN THE WILL (RATHER THAN TO THE DOMICILIARY PERSONAL REPRESENTATIVES)

THIS CAUSE having come on to be heard upon the petition of Helen P. Moser, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, dated February 19, 1980, and entitled "Petition of Ancillary Personal Representative for Entry of Order Confirming the Partial Distribution of Assets Directly to the Beneficiaries Named in the Will (Rather Than to Domiciliary Personal Representatives)," and it appearing to the court as follows:

(1) That Helen P. Moser, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, has made a partial distribution of the following described assets, to wit,

Lots 1, 2, 3 and 4, Block 3, ATLANTIC SHORES NORTH BEACH SECTION, according to the plat thereof recorded in Plat Book 9, page 36, Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida, TOGETHER WITH the furniture and furnishings located in the apartment improvements constructed on the real property,

directly to the beneficiaries entitled to receive same under the terms of Item Seventh of the last will and testament of the decedent dated August 28, 1975, with such beneficiaries being Helen P. Moser, a married woman, for life (as the life tenant) and with the vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation (as the remainderman).

(2) That the distribution of said assets to the said

RECORDED IN PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

80 MAR 5 PM 3 41

80 MAR 7 AM 10 14

8772 REC-4

beneficiaries is evidenced by the certain deed dated December 14, 1979, from Helen P. Moser, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, to Helen P. Moser, a married woman, for life (as the life tenant) and with the vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation (as the remainderman), with the said deed being recorded January 15, 1980, in Official Records Book 8670, page 617, Public Records of Broward County, Florida, under administrator's registry no. 80-13886.

(3) That Finley H. Hall and Thomas G. Kennedy, as Co-Executors of the Estate of Harry C. Hall, deceased, in those certain domiciliary estate proceedings now pending in the Probate Court, Montgomery County, Ohio, in probate cause no. 223072, have joined in the petition and have consented to the direct distribution of said assets directly to the beneficiaries named in the will (rather than to the domiciliary personal representatives).

(4) Where an ancillary personal representative is involved, §734.102(5), Florida Statutes, and Rule 5.470(d), Florida Rules of Probate and Guardianship Procedure, require that an order of the court be entered to resolve the question as to whether a distribution of ancillary assets should be made to the domiciliary personal representative or to the beneficiaries named in the will.

(5) Based on the allegations set forth in the petition, this court knows of no reason why Florida real property should be distributed to domiciliary personal representatives in the State of Ohio. Further, the court believes it is more convenient and for the best interests of the estate that any distribution of the aforesaid assets be made directly to the beneficiaries named in the will.

WHEREUPON, it is hereby ORDERED and ADJUDGED as follows:

I.

That the partial distribution of the following described

FILED
8772
MAR 5

assets, to wit,

Lots 1, 2, 3 and 4, Block 3, ATLANTIC SHORES NORTH BEACH SECTION, according to the plat thereof recorded in Plat Book 9, page 36, Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida, TOGETHER WITH the furniture and furnishings located in the apartment improvements constructed on the real property,

from Helen P. Moser, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, to Helen P. Moser, a married woman, for life (as the life tenant) and with the vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation (as the remainderman), is hereby approved, ratified and confirmed.

II.

That the deed given to evidence the said distribution, namely, the certain deed dated December 14, 1979, from Helen P. Moser, as Ancillary Personal Representative of the Estate of Harry C. Hall, deceased, to Helen P. Moser, a married woman, for life (as the life tenant) and with the vested remainder to Mount Olive United Church of Christ, an Ohio non-profit corporation (as the remainderman), with the said deed being recorded January 15, 1980, in Official Records Book 8670, page 617, Public Records of Broward County, Florida, under administrator's registry no. 80-13886, is hereby approved, ratified and confirmed.

DONE and ORDERED in Chambers at Fort Lauderdale, Broward County, Florida, this 5 day of March, 1980.


CIRCUIT JUDGE

REC-8772 MAR 6

Copy furnished to:
Walden and Walden
Attorneys for Feticioner
The Dania Bank Building
255 East Dania Beach Boulevard
Dania, Florida 33004

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

Warranty Deed

OFF. REC. 2451 PAGE 959

320.00
146.00

This Indenture, Made, this **29th** day of August, A. D. 1962

Between THE DAN DEE CORPORATION, a corporation existing under the laws of the State of FLORIDA, having its principal place of business in the County of BROWARD and State of FLORIDA, and lawfully authorized to transact business in the State of Florida, party of the first part, and

HARRY C. HALL, whose mailing address is 1401 S. Surf Road, Hollywood, Florida.

of the County of BROWARD and State of FLORIDA

party of the second part **Witnesseth:**

That the said party of the first part, for and in consideration of the sum of \$10.00

TEN----- Dollars,

and other valuable and sufficient considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said party of the second part,

its successors ~~and~~ and assigns forever, the following described land situate, lying and being in the County of BROWARD and State of Florida, to-wit:

Lots 1, 2, 3 and 4 in Block 3 of ATLANTIC SHORES, NORTH BEACH SECTION, according to the Plat thereof recorded in Plat Book 9, Page 36, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida; TOGETHER with the improvements thereon.

N.B. Subject to easements, reversions and restrictions of record and taxes for the year 1962 and subsequent years.

N.B. This deed is executed and the above property is conveyed subject to the liens of those certain mortgages executed by Abraham Morad and Cecilia M. Morad, his wife, to Carl Loeb and Ruth Loeb, his wife, dated April 1, 1954, filed April 6, 1954, in Official Records Book 130, page 501, of the Broward County Records; originally securing payment of the principal sum of \$45,000; and by Sirocco, Inc., a Florida corporation, to Jacob Katzman, dated November 5, 1954, Filed November 9, 1954, in Official Records Book 239, page 611, of the Broward County Records; originally securing payment of the principal sum of \$16,000. As part of the consideration hereof grantee expressly assumes and agrees to pay the balance of said mortgages according to the terms of the notes secured thereby.

62 AUG 31 AM 11:39

And the said party of the first part does hereby fully warrant the title to said land, and the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year above written.



James S. Katzman
Secretary

THE DAN DEE CORPORATION

Witnessed and attested in presence of me:

by *David H. Johnson*
President

Record and return to Grantee

27

State of Florida.

REG. 2451 PAGE 360

County of BROWARD

I hereby Certify that on this 29th day of August A. D. 19 62, before me personally appeared DANIEL DI STEFANO and Secretary respectively of MYER M. KATZ, President of THE DAN DEE CORPORATION, a corporation under the laws of

the State of FLORIDA officers severally and jointly known to be the persons who signed the foregoing instrument as such officers and personally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my signature and seal at Hollywood in the County of BROWARD and State of FLORIDA the day and year last aforesaid.

My Commission expires:

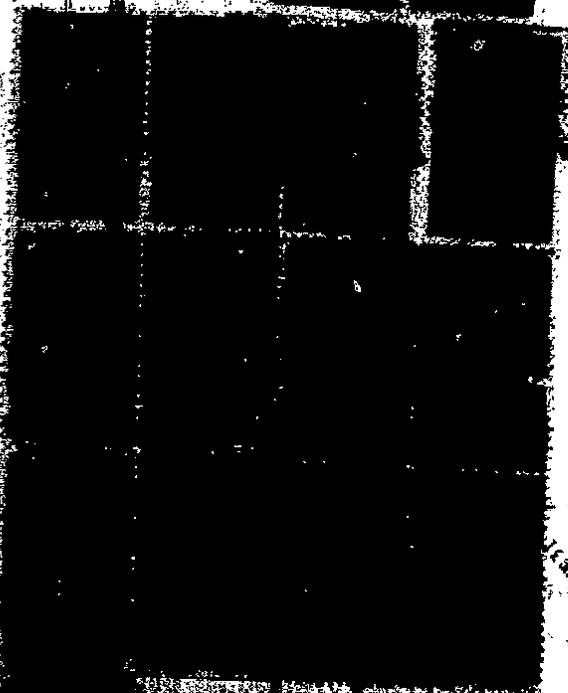
Bruce A. Hood
BRUCE A. HOOD

Notary Public, State of Florida
Notary Public, State of Florida at (Largo)
My Commission Expires Nov. 17, 1962
Bonded by American Surety Co. of N.Y.



RECORDED IN OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

ABSTRACT OF DESCRIPTION
Date TO
Warranty Deed
(FROM CORPORATION)
PAGE 360 OF 48



OFF: 383 REC: 555

643213

THIS AGREEMENT made and entered into in the City of Miami Beach, Dade County, Florida, this 7th day of May, 1955 by and between JACOB KATZMAN, and THE DAN DEE CORPORATION, a Florida corporation.

WITNESSETH:

JUN 11 1955

WHEREAS, by deed dated March 1, 1955 and recorded March 9, 1955 in Official Records Book 311, page 477 of the Broward County Records, Sirbco, Inc. granted and conveyed to The Dan Dee Corporation, a Florida corporation, Lots

One (1), Two (2), and Three (3) in Block Three (3) of Atlantic Shores, North Beach Section, according to the plat thereof, recorded in Plat Book 9, page 26 of the Public Records of Broward County, Florida; said lands situate in Broward County, Florida, together with the improvements thereon; and

WHEREAS, aforesaid property was conveyed subject to the liens of those certain mortgages executed by Abraham H. Morad and Cecilia M. Morad, his wife, to Carl Loeb and Ruth Loeb, his wife, dated April 1, 1954, filed April 6, 1954 in Official Records Book 130, page 501, of the Broward County Records, securing payment in the original sum of Forty-five Thousand Dollars (\$45,000.00), with interest at six percent (6%), said mortgage having been assigned by Assignment of Mortgage to Jacob Katzman, dated October 27, 1954, filed November 3, 1954, in Official Records Book 235, page 646 of the Broward County Records, said mortgage covering lots 2 and 3 above described, and by Sirbco, Inc., a Florida corporation, to Jacob Katzman dated November 5, 1954, filed November 9, 1954, in Official Records Book 235, page 611 of the Broward County Records, securing payment of principal sum of Ten Thousand Dollars (\$10,000.00), with interest at seven percent (7%) and covering lots 1 and 2 above described; and

6/11/55

WHEREAS, prior to the execution of the aforesaid deed, the aforesaid grantors, Sirocco, Inc. had entered into a written agreement, dated October 28, 1954 with the aforesaid Jacob Katzman, holder of aforesaid mortgages, providing, inter alia, that upon the satisfaction by Sirocco, Inc. of a then existing mortgage debt in favor of Americas V. Penzi and Louis Francescon, the balances remaining due and unpaid on the mortgage loans hereinabove described, were to be merged into a first mortgage loan covering lots 1, 2 and 3 hereinabove described, with interest at six percent (6%) per annum, modifying the amounts and dates of payments, and leaving in full force and effect those terms not specifically modified, which agreement was not recorded, and the existence of which, at the date of the execution of the aforesaid deed, was not in fact known to The Dan Dee Corporation; and

WHEREAS, on March 9, 1955, satisfaction of the aforesaid mortgage to Americas V. Penzi and Louis Francescon was filed in Official Records Book 321, page 475 of the Broward County records in connection with foreclosure proceedings which had been instituted thereon; and

WHEREAS, it is contended by Jacob Katzman, that in pursuance of Paragraphs 3 and 6 of the aforesaid agreement with Sirocco, Inc., the consolidation of said mortgage and the terms in connection therewith, took effect on March 9, 1955 and that thereupon, The Dan Dee Corporation, as grantee, held title to the aforesaid premises subject to the liens and terms of the aforesaid respective mortgages, as modified by said agreement; and

WHEREAS, The Dan Dee Corporation has made tender of payments due under the terms of the aforesaid respective mortgages, which tender Jacob Katzman has refused to accept; and

WHEREAS, it is contended by The Dan Dee Corporation that it took title subject only to the terms contained in the respective mortgage deeds, as

REC 383 PAGE 557

recorded at the date of the aforesaid deed from Sirocco, Inc. to it as grantee; however and notwithstanding, it would be willing to acknowledge that it holds title subject to the terms of Paragraphs 3 and 6 of the aforesaid agreement, but that said terms require additional clarification as to the exact dates on which payments are due and as to which of the conflicting terms in each of the respective notes and mortgages, not specifically modified by the aforesaid agreement, remain in full force and effect and apply to the consolidated mortgage loan of the aforesaid agreement; and

WHEREAS, it is the mutual desire of The Dan Dee Corporation and Jacob Katzman that litigation be avoided; that there be no default, and that the terms of the aforesaid loans be clearly defined.

NOW, THEREFORE,

In consideration of the aforesaid premises, and other good and valuable consideration passing between them, Jacob Katzman and The Dan Dee Corporation hereby agree and acknowledge as follows:

1. That checks in the sum of Two Thousand Four Hundred Forty-One Dollars and Twenty-five Cents (\$2441.25) and Two Hundred Fifty Dollars (\$250.00) of the Dan Dee Corporation, tendered in payment under the terms of the respective aforesaid mortgages, described in Paragraph 3 hereinbelow, be held in escrow by Herbert M. Berk, Attorney, until the receipt of payment referred to in Paragraph 12 hereinbelow.

2. Jacob Katzman shall forthwith cause to be recorded in the Official County Records of Broward County, the aforesaid agreement of October 28, 1954 between him and Sirocco, Inc. and the within agreement, in respective order.

REC. 383 558

3. That on March 9, 1955, and as of the date of these presents, the unpaid principal balance on the promissory note in the original sum of Forty-five Thousand Dollars (\$45,000.00) secured by mortgage recorded in Official Records Book 130, page 501 of the Broward County records, was and is Forty-three Thousand Eight Hundred and Seventy-five Dollars (\$43,875.00) with interest paid to October 1, 1954; and the unpaid principal balance on the promissory note secured by mortgage recorded in Official Records Book 329, page 611 of the Broward County records, was and is Nine Thousand Seven Hundred and Fifty Dollars (\$9,750.00) with interest paid to February 5, 1955. The accrued interest of seven percent (7%) on the latter unpaid principal balance from February 5, 1955 to March 9, 1955, is Fifty-nine Dollars and Fifty-five cents (\$59.55) and the accrued interest of six percent (6%) on the former unpaid principal balance from October 1, 1954 to March 9, 1955 is One Thousand One Hundred Forty-six Dollars and Seventy Cents (\$1146.70) totalling a combined accrued interest of One Thousand Two Hundred Six Dollars and Twenty-five Cents (\$1206.25).

4. That The Dun Dee Corporation holds title to lots One (1), Two (2) and Three (3) in the Atlantic Shores, North Beach Section, hereinabove more fully described, under and subject to the terms of the aforesaid mortgage liens, as modified by Paragraphs 5 and 6 of the aforesaid agreement, subject to the clarification herein-after set forth in Paragraphs 5, 6, 7, 8 and 9.

5. Under the terms of the aforesaid agreement of October 28, 1954, the unpaid principal balances hereinabove set forth in Paragraph 3 secured by the aforesaid respective mortgages, were on March 9, 1955 merged and consolidated into one first mortgage loan in the total sum of Fifty-three Thousand Six Hundred and Twenty-five Dollars (\$53,625.00), encumbering all of lots One (1), Two (2) and Three (3) of the property above described, bearing interest at the rate of six percent (6%) per annum on all unpaid principal balances and payable at the rate of Sixteen Hundred

OFF. REC. 383 44-550

Dollars (\$1000.00) quarterly on the 9th day of each June, September, December and March of each year, commencing with June 9, 1955, all payments as made to be first applied to the payment of interest at the rate of six percent (6%) per annum on all unpaid balances and the balance toward the reduction of the consolidated principal indebtedness, irrespective of the manner of payment set forth in either or both of the aforesaid promissory notes evidencing the said indebtedness, contained in the mortgage deed given as security for same.

6. Irrespective of any maturity date set forth in either of the aforesaid notes, it is agreed that the maturity date of the consolidated mortgage loan is such date as which said consolidated principal balance is paid in full, by the application thereto of the quarterly payments as set forth in Paragraph 5 hereinabove.

7. The provision contained in last clause of the Seventh Paragraph (reading "and in case it becomes necessary to protect the security hereof whether suit be brought or not") and the provisions contained in the eighth, ninth and tenth paragraphs of the promissory note in the original sum of Ten Thousand Dollars (\$10,000.00) as they appear on pages 612 and 613 of the mortgage deed recorded in Official Record Book 239 of the Broward County records, and the provisions of the "Rider" attached to said mortgage deed, and appearing on pages 616 and 617 of the aforesaid Record Book, are revoked, rescinded and cancelled.

8. The rate of interest on payments referred to in Paragraphs numbered "2", "3" and "4" of mortgage deed hereinabove referred to in Paragraph 7, and appearing on page 614 of Official Records Book 239, is six percent (6%), irrespective of the year set forth therein.

9. The period within which payments are to be promptly made, as set forth in Paragraph numbered "7" of the aforesaid mortgage deed, and appearing on page 615 of Official Records Book 239, is thirty (30) days irrespective of the period of days set forth therein.

OFF REC 383 500

10. All other terms in the respective notes and mortgage except as modified and clarified herein, remain the same and in full force and effect.

11. As of the date of these presents, no default has occurred under the terms of the respective notes and mortgages herewithabove referred to.

12. Upon the recording of the agreements, as provided in Paragraph 2 hereinabove, The Dan Dee Corporation shall immediately make payment in the sum of Seventeen Hundred and Forty-three Dollars and Sixty-six Cents (\$1743.66) to Jacob Katzman, which shall be accepted by him in lieu of the payment due on June 9, 1955, hereinabove set forth in Paragraph 5, and which shall be applied to the payment of interest due up to March 9, 1955 in the sum of Twelve Hundred and Six Dollars and Twenty-five Cents (\$1206.25) referred to in Paragraph 3 hereinabove and to the payment of Five Hundred Thirty-seven Dollars and Forty-one Cents (\$537.41) representing interest at six percent (6%) on the consolidated principal balance of Fifty-three Thousand Six Hundred and Twenty-five Dollars (\$53,625.00) from March 9, 1955 to May 9, 1955. The next payment shall be due on September 9th, in the sum of Sixteen Hundred Dollars (\$1600.00) the same to be applied to the payment of interest from May 9, 1955 to September 9, 1955, and the balance to the reduction of the unpaid consolidated principal balance; all other payments to be made and applied as set forth in Paragraph 3 hereinabove.

13. Upon receipt of the aforesaid payment, the checks referred to in Paragraph 1 hereinabove, shall forthwith be returned to Rose Kotzin, Attorney for The Dan Dee Corporation.

14. The Dan Dee Corporation shall and does not assume any obligation under and by virtue of the mortgage deeds referred to in Paragraph 3 hereinabove as herein modified, other than taking the aforesaid payment under and subject to the lien of said mortgage deeds as herein modified; and Jacob Katzman agrees that

REC. 353 MAR 1961

he will look solely and exclusively to an execution or foreclosure upon said premises for the satisfaction of any default of the terms and conditions of said mortgage deeds as herein specified. Provided, however, that same shall apply solely to The Dan Dee Corporation, its successors and assigns, but not to the predecessors in title.

15. This agreement contains the entire contract between the parties and there are no understandings, undertakings or covenants, express or implied, oral or written, except as set forth herein. The conditions of this agreement shall not be altered, modified, enlarged or diminished except by a writing signed by the parties hereto.

16. This agreement shall be binding upon and enforce to the benefit of the heirs, devisees, assigns and legal representatives of Jacob Katzman, and upon the successors and assigns of The Dan Dee Corporation.

IN WITNESS WHEREOF, and according to its legally bound hereby.

Jacob Katzman has herewith set his hand and seal, and The Dan Dee Corporation has herewith caused these presents to be signed by its President and attested by its Secretary, the day and year first above written.

Signed, Sealed and Delivered
in the Presence Of:

Arthur M. Bels
As to Jacob Katzman

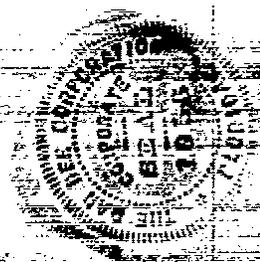
Ray Taylor
As to The Dan Dee Corporation

Jacob Katzman (Seal)
Jacob Katzman

The Dan Dee Corporation, a Florida Corporation

by James W. [Signature] (Seal)
President

Attest:
Wynne K. [Signature]
Secretary



State of Florida :

County of Dade :

REC-383 562

BEFORE me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared JACOB KATZMAN, who, having first been duly sworn, deposes and says that he is the individual described in and who executed the foregoing Agreement and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed and desired the same to be recorded as such.

Sworn to and subscribed

before me this 3 day

of August, 1935.

Handwritten signatures of Jacob Katzman and another individual.



Notary Public, State of Florida at large
My Commission Expires Dec. 26, 1935.
Signed by Wm. Strong & Insurance Co.

NOV 11 1954

643232

AGREEMENT

THIS AGREEMENT made and entered into in the City of Miami Beach, Dade County, Florida, this 28th day of October, 1954, by and between JACOB KATZMAN, hereinafter referred to as the "LENDER", and SIROCCO, INC., of 2024 Monroe Street, Hollywood, Florida, a Florida corporation, hereinafter referred to as the "BORROWER". These terms shall include their heirs, legal representatives, successors and assigns wherever the context so requires or admits.

WITNESSETH:

WHEREAS, the Borrower is the owner in fee simple title of Lots 1, 2 and 3, in Block 3 of ATLANTIC SHORES NORTH BEACH SECTION, according to the Plat thereof, recorded in Plat Book 9, Page 36, of the Public Records of Broward County, Florida, together with the buildings located thereon, as well as the furniture, furnishings, fixtures and equipment located therein, and

WHEREAS, the Borrower represents and warrants that the titles to the above described properties are good and marketable, subject only to a Mortgage in favor of CARL LOEB and RUTH LOEB, his wife, encumbering the property known as Lots 2 and 3, Block 3 of ATLANTIC SHORES NORTH BEACH SECTION, according to the Plat thereof, recorded in Plat Book 9, Page 36, of the Broward County Records, dated April 1, 1954, filed for record under Clerk's File No. 562800 of the Broward County Records, in the original sum of \$25,000.00, which has an unpaid principal balance of \$23,400.00 as of October 1, 1954, together with accrued interest thereon at the rate of 4% per annum from October 1, 1954, and subject only to a first mortgage in favor of Americus V. Pensi and Louis Francesconi, dated April 12, 1954, recorded under Clerk's File No. 134, page 35, of the Broward County Records, in the original sum of \$15,000.00, which has an unpaid principal balance of \$14,000.00 as of October 1, 1954, together with accrued interest thereon at the rate of 4% per annum from October 1, 1954, encumbering the property known as

Lot 1, Block 3 of ATLANTIC SHORES NORTH BEACH SECTION, according to the Plat thereof, recorded in Plat Book 9, Page 36, of the Broward County Records, and

WHEREAS, the Borrower is now in the process of constructing an edifice consisting of *8 rental units*

^{and 2}
on Lot 1/above described, and has paid in full all mechanics, laborers, contractors, materialmen, supply houses and sub-contractors for any labor, work, services or material furnished, that has been performed or may have been furnished to the project now in the process of construction on the property known as Lot 1, above described, to the date hereof, and

WHEREAS, the Borrower is anxious to borrow the sum of ~~TEN THOUSAND DOLLARS (\$10,000.00)~~ from the Lender, to be evidenced by a Promissory Note for TEN THOUSAND DOLLARS (\$10,000.00), bearing interest at the rate of SEVEN PER CENT (7%) per annum, and to be payable at the rate of \$250.00 quarterly, including the payment of interest at the rate of SEVEN PER CENT (7%) per annum on the unpaid balance of said indebtedness, and

WHEREAS, the Lender is willing to lend the said amount to the Borrower under certain terms and conditions.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid each unto the other, the receipt whereof is hereby acknowledged, the parties hereto mutually covenant and agree, as follows:

1. The Lender is about to purchase the Mortgage owned by CARL LOEB and RUTH LOEB, his wife, recorded under Clerk's File No. 562890 of the Broward County Records, and if the said transaction is consummated, the same being a condition precedent to the making of the loan hereinafter set forth, the Lender agrees to lend to the Borrower, and the Borrower agrees to borrow from the Lender the sum of TEN THOUSAND DOLLARS (\$10,000.00), evidenced by a Pro-

Missory Note to be executed by the Borrower and personally endorsed by ABRAHAM H. MORAD and CECELIA K. MORAD, his wife, which Promissory Note shall be on a form usually used by banking institutions and insurance companies in the Dade County area, and which Note shall be for the principal amount of TEN THOUSAND DOLLARS (\$10,000.00) and shall bear interest at the rate of SEVEN PER CENT (7%) per annum and shall be amortized, principal and interest, at the rate of \$250.00 quarterly, all payments made shall first be applied to accrued interest and the balance towards the reduction of the principal indebtedness. The Note shall be secured by a Mortgage to be executed by the Borrower in favor of the Lender and shall be on a form usually used by banking institutions and insurance companies in the Dade County area, and in addition to all other provisions therein contained, the Note and Mortgage shall likewise contain the following provisions:

A - The Mortgagor agrees with the Mortgagee, his heirs, legal representatives and assigns, to deliver official receipts, evidencing the payment of taxes, insurance, payments of interest and principal to Americus V. Fenzl and Louis Francescon, Mortgagee under that certain Mortgage recorded under Clerk's File No. 134, page 61, the Broward County Records, to Herman H. Berk, Esq., Room 242, 420 Lincoln Road, Miami Beach, Florida, or such other place as the Mortgagee may from time to time in writing designate, all of which payments shall be made and the said receipts delivered at least 10 days before the said tax itself would become delinquent, in accordance with the laws then in force governing the payment of such tax or taxes and at least 10 days before the said insurance would have expired in accordance with its terms, and 10 days before a default could be entered by Americus V. Fenzl and Louis Francescon, under the above described Mortgage. The failure of the Mortgagor to pay the taxes or other charges as enumerated herein and to furnish receipts therefor, not later than 10 days before the said tax or taxes or any other payments herein would become delinquent, shall constitute the Mortgagor in default. In case the Mortgagor shall fail, refuse or neglect to make any or either of the payments in and by this paragraph required, then the Mortgagee may, at his option, pay the same and the amount of money so paid, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest on all of such amounts at the rate of TEN PER CENT (10%), shall be repaid by the Mortgagor unto the Mortgagee with interest of the Mortgagee, and the repayment thereof may be collected or enforced by the Mortgagee in the same manner as though said amount were an installment of the Mortgage indebtedness specified by required by the terms of this Mortgage to be paid by the Mortgagor unto the Mortgagee, upon the day when the Mortgagee demands

the repayment thereof or reimbursement thereof of and from the Mortgagor; but the election of the Mortgagee to pay said taxes or said payments for insurance, or for the Mortgage in favor of Americus V. Fenzi and Louis Francescon, shall not waive the default thus committed by the Mortgagor.

B - The Mortgagor shall provide the Mortgagee with an Estoppel Certificate in writing at any time requested by the Mortgagee, which Estoppel Certificate shall set forth the unpaid principal balance of the within Mortgage indebtedness and the last date to which interest was paid. Said Estoppel Certificate shall be furnished within three (3) days after requested by the Mortgagee.

C - The Mortgagor confers upon the Mortgagee the power to receive from Americus V. Fenzi and Louis Francescon, information as to the then status of the first mortgage to which this mortgage is subordinate, with special reference as to whether or not the same is in good standing; also that the Mortgagor will in no way modify, change, alter or extend any of the terms or conditions of this Mortgage in favor of Americus V. Fenzi and Louis Francescon, without first receiving the written consent and permission therefor from the Mortgagee herein, and in breach thereof the same shall constitute a default of the within Mortgage.

D - Upon the commencement of any suit to foreclose this Mortgage, or the Mortgage in favor of Americus V. Fenzi and Louis Francescon, or at any time thereafter and prior to the expiration of the time for redemption from sale of said premises on foreclosure, any court of competent jurisdiction, upon the application of the Mortgagee, his heirs, legal representatives or assigns, or the purchaser at such sale may at once and without notice to the Mortgagor, its successors and assigns, or any person claiming under it, appoint a Receiver for said premises to take possession thereof, to enter upon, operate and lease the same, to collect the rents, issues, income and profits of such premises during the pendency of such foreclosure and until the time to redeem the same from execution sale shall have expired and out of the same to make necessary repairs and keep the premises in proper condition and repair during such period, and to pay all taxes and assessments, accrued or accruing between the commencement of such foreclosure suit and the expiration of the time for redemption, unredeemed tax and assessment sales remaining unpaid, at or prior to the foreclosure suit to pay insurance premiums necessary to keep premises insured in accordance with the terms of this Mortgage, and the expense of such receivership and at the option of the Mortgagee, his heirs, legal representatives or assigns, to have any balance remaining applied on the debt hereby secured.

2. The sum of TEN THOUSAND DOLLARS (\$10,000.00), being the amount of the loan, the parties agree shall be deposited in escrow with HERMAN M. BERK, Attorney-at-Law, 420 Lincoln Road, Miami Beach, Florida, as Escrow Agent, and the said TEN THOUSAND DOLLARS

shall remain in escrow under the following terms and conditions, to-wit:

a) Until such time as the present building project undertaken by the Borrower for Lots 1 and 2 above described has been fully completed and a certificate of occupancy has been issued and a complete release of lien furnished by any and all contractors, sub-contractors, materialmen, tradespeople or supply houses, directly or indirectly connected with said project, and the same shall be exhibited to the Escrow agent in order to satisfy the said Escrow Agent that any and all of the foregoing tradespeople, etc., have been paid in full for any work, labor, services or material furnished to the said project in order to prevent anyone to have superior lien to that of the Lender, excepting the First Mortgage, Americus V. Penzi and Louis Franconson,

as above described, and thereupon said Escrow Agent shall deliver unto the Borrower said sum of TEN THOUSAND DOLLARS (\$10,000.00); or

b) In the event the Borrower desires to use the TEN THOUSAND DOLLARS (\$10,000.00) towards the payment of the final bills for work, labor, services or materials furnished by any contractor, sub-contractor, laborers, materialmen or supply houses, he may do so and call upon the Escrow Agent to apply such portion of the TEN THOUSAND DOLLARS (\$10,000.00) held by the Escrow Agent to satisfy and pay off and discharge the obligations to such contractors, sub-contractors, laborers, materialmen or supply houses, providing, as a condition precedent before the Escrow agent shall be required to disburse any funds whatsoever, as is specified in this sub-paragraph, that the Borrower furnish and deliver unto the Escrow Agent in affidavit form a list of all of the people, firms or corporations who were actively, directly or indirectly, connected with this project, setting forth the amount of monies paid to each and for what purpose and the dates, together with partial releases of lien for the amounts set opposite each respective name, and if the amount heretofore paid by the Borrower amounted to more than TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00), then and only then shall the Escrow Agent be required to pay the unpaid bills

accruing after the date hereof for work, labor, services or materials furnished after the date hereof to such contractors, subcontractors, laborers, materialmen or supply houses, and any balance thereafter remaining after the building has been fully completed, shall be turned over to the Borrower. However, the requirement to furnish a certificate of occupancy shall likewise be a condition precedent to the right on the part of the borrower to receive any balance of the monies held by the Escrow Agent for the Borrower's personal use and benefit.

3. The parties mutually further covenant and agree that if, as a matter of fact, the loan hereinabove set forth for TEN THOUSAND DOLLARS (\$10,000.00) is actually made by the Lender to the Borrower, that thereupon the Borrower will pay off the Mortgage in favor of Americus V. Fenzi and Louis Francescon, amending Letal ~~and~~ above described in accordance with the terms and tenor of the Promissory Note heretofore executed by the Borrower in favor of Americus V. Fenzi and Louis Francescon, or sooner, and upon the payment in full of the said debt in favor of Americus V. Fenzi and Louis Francescon, the said Mortgage shall be satisfied and the parties agree that the balance remaining due and unpaid on the TEN THOUSAND DOLLAR (\$10,000.00) loan hereinabove described, together with the balance remaining unpaid on the FORTY-FIVE THOUSAND DOLLAR (\$45,000.00) loan recorded under Clerk's File No. 562800 of the Broward County Records, will be combined and merged into a First Mortgage loan bearing interest at SIX PER CENT (6%) per annum, and will be payable at the rate of \$1,600.00 quarterly, all payments so made shall first be applied to the payment of interest at the rate of SIX PER CENT (6%) per annum on all unpaid balances and the balance towards the reduction of the principal indebtedness, irrespective of the manner of payment of either or both of the Promissory Notes evidencing the said indebtedness and the Mortgage Deeds given as security for the same. In all other respects the terms of the

respective Mortgages and the respective notes, except as herein specifically modified, shall remain the same and in full force and effect.

4. The Borrower agrees to pay all expenses incident to the making of this TEN THOUSAND DOLLAR (\$10,000.00) loan, which shall include the attorney's fees to HERMAN M. BERE in the amount of \$250.00, the cost for the bringing of the Abstract for Lots 1 and 2, or above described, down to date, the state stamps on the Mortgage Deed and the Intangible Class "C" tax on the Mortgage Deed, as well as the cost for the recording of the Mortgage Deed.

5. The parties mutually covenant and agree that in the event the said transaction between the Lender and CARL LOEB and RUTH LOEB, his wife, for the purchase of the Mortgages' interest in the Mortgage recorded under Clerk's File No. 562800 of the Broward County Records, is not fully consummated within days from the date hereof, and/or in the event the Borrower cannot furnish an Abstract of Title for Lots 1 and 2, as above described, showing its title to be good and marketable, subject only to a first mortgage in favor of Americus V. Penzi and Louis Francescon, on Lot 1, above described, in the principal sum of \$14,000.00, and/or in the event the Borrower fails or refuses to satisfy the Escrow Agent, HERMAN M. BERE to the terms as contained in paragraph 2, sub-paragraph b, then in any of such contingencies the Lender is hereby authorized to refuse to make the loan in favor of the Borrower, and thereupon the parties hereto agree that they will be released and relieved of any and all obligations arising hereunder. In the event, however, the said transaction between the Lender and the LOEBs for the purchase of the Mortgage recorded under Clerk's File No. 562800 of the Broward County Records, is actually consummated, and the Borrower does execute a Promissory Note and Mortgage for TEN THOUSAND DOLLARS (\$10,000.00), as above described, and the Lender deposits the TEN THOUSAND DOLLARS (\$10,000.00) with HERMAN M. BERE, as Escrow Agent, but subsequent thereto the Borrower fails to furnish these things required of it to be furnished, as described

hereinsabove, the Lender shall, in the event of his election to cancel and declare null and void this Agreement, be entitled to the return of his TEN THOUSAND DOLLARS (\$10,000.00) from the Escrow Agent, and the Lender shall return to the Borrower the original Promissory Note for TEN THOUSAND DOLLARS (\$10,000.00) executed by it, as well as the Mortgage Deed given as security for the same, together with a properly executed Satisfaction of Mortgage, upon the payment to the Lender of the sum of \$500.00 as liquidated and agreed upon damages for the failure and refusal of the Borrower to fulfill its obligations under the terms of this Contract, and thereupon the parties hereto shall be released and relieved of any and all obligations of one to the other and this Contract shall be cancelled and declared null and void and of no further force and effect.

6. In connection with Paragraph "3", the parties agree that when the balance of the Mortgage indebtedness due under Clark's File No. 562800 of the Broward County Records and the balance of the indebtedness of the TEN THOUSAND DOLLAR (\$10,000.00) loan, as above described, will be combined and merged, that the same will encumber all of Lots 1, 2 and 3 of the property above described and will be a first mortgage loan on all of said three lots.

7. The Borrower acknowledges that all of the recitals in the preamble to this Contract are true and correct and must be proven to the Lender as a condition precedent to the Borrower's being entitled to receive the mortgage loan herein referred to.

8. The Borrower further obligates itself and guarantees unto the Lender, as a condition precedent to the making of the loan by the Lender to the Borrower, that the Borrower will provide the personal endorsement and guarantee by HERMAN H. MORAD and CECILIA M. MORAD, his wife, on the Promissory Note of

Form No. 1-66 WARRANTY DEED
(By Completion)

FLORIDA

OFF. REC. 207 MAY 15

581914

This Indenture.

Made this 2nd day of May A. D. 1956

Between H. also known as ABRAHAM MORAD
ABRAHAM MORAD and CECILIA M. MORAD, his wife,

of the County of Broward and State of Florida,
parties of the first part, and SIRCOGG INC.

a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Broward and
State of Florida party of the second part, whose address is:
2022 Monroe Street, Hollywood, Florida,

Witnesseth, that the said part you of the first part, for and in consideration
of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS
to them in hand paid, the receipt whereof is hereby acknowledged, have
granted, bargained, sold, aliened, remised, released, conveyed, conveyed and con-
veyed and by these presents do grant, bargain, sell, alien, remise, release,
enfeoff, convey and confirm unto the said party of the second part and its suc-
cessors and assigns forever, all that certain parcel of land lying and being in the
County of Broward and State of Florida, more particularly
described as follows:

Lot One (1), in Block Three (3), of
ATLANTIC BEACH, NORTH BEACH SECTION,
a subdivision of Sections Twenty-three
(23) and Twenty-four (24), Town of
Fifty-one (51) South, Range Forty-two
(42) East, according to the plat thereof
recorded in Plat Book 2, page 20, of the
public records of Broward County, Florida;
and lands adjacent, lying and being in
Broward County, Florida; also Lots Two
(2) and Three (3), in Block Three (3),
of ATLANTIC BEACH, NORTH BEACH SECTION,
according to the plat thereof recorded
in Plat Book 2, page 20, of the public
records of Broward County, Florida;
said lands adjacent, lying and being in
Broward County, Florida.



Together with all the tenements, hereditaments and appurtenances
thereunto in anywise by right, title, interest and estate, dower and right of dower, rents,
reversions and easements thereto belonging or in anywise appertaining.

To Have and to Hold the same in fee simple forever

And the said parties of the first part do covenant with the said party
of the second part that they have lawfully seized of the said premises, that they are
free of all encumbrance, and that they have good right and lawful authority
to sell the same, and that said party of the first part doth hereby fallow
the title to said land, and will defend the same against the lawful claim
of persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto
set their hands and seals the day and year above written

Signed, Sealed and Delivered in Our Presence:

Elizabeth Holcombach
Dorothy Lippin

Abraham Morad
Cecilia M. Morad

State of Florida,

OFF REC. 202 116

County of BROWARD

I HEREBY CERTIFY, That on this 2nd day of May A. D. 1954, before me personally appeared

ABRAHAM MORAD and CECILIA M. MORAD, his wife, to me known to be the persons described in and who executed the foregoing conveyance to SIBCOCC INC., a Florida corporation,

and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Hollywood in the County of Broward and State of Florida, the day and year last aforesaid

Elizabeth Delmonaco
Notary Public

My Commission Expires

Notary Public, State of Florida at Large
My Commission Expires May 29, 1954
Bonded by American Surety Co. of N. Y.

RECORDING OFFICE
STATE OF FLORIDA
BROWARD COUNTY

Warranty Title
CORPORATION

Date
ABSTRACT OF DESCRIPTION

STATE OF FLORIDA
County of

This is to certify that the foregoing is a true and correct copy of the original as the same appears in the records of the State of Florida. Witness my hand and seal at the City of Tallahassee, Florida, this 1st day of May, 1954.

305183

This Indenture,

Made this 27th day of April, A. D. 1954.

Between **VIOLET MADLINE JOHNSTON**, joined by her husband, **FLOYD JAMES JOHNSTON**, of the County of **Broward**, in the State of **Florida** part 1st of the first part, and **ABRAHAM MORAD**

of the County of **Broward**, in the State of **Florida** part 1st of the second part, whose address is **Crocus Terrace and South Surf Road, Hollywood Beach, Florida.**

Witnesseth, that for and in consideration of the sum of **ONE DOLLAR AND OTHER VALUABLE CONSIDERATION** to them in hand paid by the said part 1st of the second part, the receipt whereof is hereby acknowledged, have granted, conveyed and sold to the said part 1st of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of **Broward**, State of **Florida** to-wit:

Lot One (1) Block Three (3) Atlantic Shores, North Beach Section, a subdivision of Sections Twenty-three (23) and Twenty-four (24), Township Fifty-one (51), South, Range, Forty-two (42) East, according to the plat thereof recorded in Plat Book No. 9 (Nine), page thirty-six (36), of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida,

TOGETHER with all furniture, furnishings, chattels, and equipment located within or upon said premises, and together with all improvements, additions and substitutions.

N. B. Subject to easements and restrictions of record, and taxes for the year 1954 and subsequent years.



Witness my hand and seal this 27th day of April, 1954.

[Handwritten signature]

WARRANTY DEED
(FORM CORPORATION)

DEPT'S FORM NO. 8. 2-2

THE DEPT'S FORM, BUREAU OF LANDS

This Indenture, made this 10th day of June, A. D. 1940,

BETWEEN Stiles Printing Company, Inc., a corporation

existing under the laws of the State of Florida, having its principal place of

business in the County of Broward and State of Florida

and I, fully authorized to transact business in the State of Florida, party of the first part, and

Americus V. Penzi, and Louis Propperson

of the County of Dade and State of Florida

part 1st of the second part. WITNESSETH:

That the said party of the first part, for and in consideration of the sum of

Ten Dollars and other good and valuable considerations Dollars

to it in hand paid by the said part 1st of the second part, the receipt whereof is hereby acknowl-

edged, has granted, bargained and sold to the said part 1st of the second part, their

heirs and assigns forever, the following described land situate, lying and being in the County of

Broward and State of Florida, to-wit:



one (1) Block Three (3) Atlantic Shores, North Beach, Section, a subdivision of Sections Twenty-three (23) and twenty-four (24), Township Fifty-one (51) South, Range Forty-two (42) East, according to the plat thereof recorded in Plat Book No. 9 (Nine) page thirty-six (36) of the Public Records of Broward County, Florida, subject to restrictions and limitations of record common to the neighborhood and subject to easement for all public utilities.



And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

(Corporate Seal)

ATTEST:

J. D. Lindley
Secretary

Stiles Printing Company, Inc.

By

O. S. Allen
President

Witness, sealed and delivered in the presence of us:

Christ H. Tate
Notary Public

STATE OF FLORIDA.

COUNTY OF Brevard

I HEREBY CERTIFY, that on this 10th day of JUNE, 1940 A. D. 1940

before me personally appeared O. D. Stiles
and J. S. Lindoley President and Secretary respectively of
Stiles Printing Company, Inc. a corporation under the laws of

the State of Florida, to me known to be the persons who signed the fore-
going instrument as such officers and severally acknowledged the execution thereof to be their free
act and deed as such officers for the uses and purposes therein mentioned and that they affixed
thereto the official seal of said corporation, and that the said instrument is the act and deed of
said corporation.

WITNESS my signature and official seal at Hollywood,
in the County of Brevard and State of Florida
the day and year last aforesaid.

[Signature] (Seal)
Notary Public

My commission expires 193

Marranny Reed

REGISTERED N. E. S.
FROM COMMISSION

TO

Dated

1940

ABSTRACT OF DISPOSITION

STATE OF FLORIDA.

COUNTY OF

On this _____ day of _____

A. D. 1940, at _____ o'clock _____ M., this in-
strument was filed for record, and being duly
acknowledged and proven, I have recorded
the same on page _____ of Book _____
in the public records of said County.

IN WITNESS WHEREOF, I have here-
unto set my hand and affixed the seal of the
Circuit Court of the _____ Judicial
Circuit of said State in and for said County.

Notary
D. C.



Federal Title Company

[Handwritten notes and signatures]

WARRANTY DEED
(FROM CORPORATION)

REPT'S FORM 8. 6. 2-2

THE STATE OF FLORIDA

This Indenture, Made this 10th day of June, 1940

BETWEEN The May Land Company a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida and lawfully authorized to transact business in the State of Florida, party of the first part, and Stiles Printing Company, Inc., a Florida Corporation,

of the County of Broward and State of Florida

part Y of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of one Dollar and other good and valuable considerations Dollars to it in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said part Y of the second part, its heirs and assigns forever, the following described land situate, lying and being in the County of Broward and State of Florida, to-wit:

Lot One (1) Block Three (3) Atlantic Shores, North Beach Section, a subdivision of Sections Twenty-three (23) and Twenty-four (24), Township Fifty-one (51) South, Range Forty-two (42) East, according to the Plat thereof recorded in Plat Book No. 9 (nine) page thirty-six (36) of the Public Records of Broward County, Florida, given to correct deed dated June 21st, 1937, recorded in Deed Book 304, Page 320, Broward County, Florida



And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

(Corporate Seal)

ATTEST: Bess Thomas Phillips Secretary

The May Land Company, By J. J. [Signature] President

Signed, sealed and delivered in the presence of us:

[Signature]
[Signature]

REC 360 MAY 50

STATE OF FLORIDA.

COUNTY OF Broward

I HEREBY CERTIFY, that on this 10th day of June, A. D., 1940
before me personally appeared J. P. Dickey
and Bess T. Howe Phillips President and Secretary respectively of
The May Land Company, a corporation under the laws of

the State of Florida to me known to be the persons who signed the fore-
going instrument as such officers and severally acknowledged the execution thereof to be their free
act and deed as such officers for the uses and purposes therein mentioned and that they affixed
thereto the official seal of said corporation, and that the said instrument is the act and deed of
said corporation.

WITNESS my signature and official seal at Fort Lauderdale
in the County of Broward and State of Florida
the day and year last aforesaid.

W. Alfred Talbot (Seal)
Notary Public

My commission expires 193

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires June 1, 1941

206791

WARRANTY DEED
(LEGAL CORPORATION)
MAY 1940

Dated _____ 193__
ABSTRACT OF DESCRIPTION

STATE OF FLORIDA.

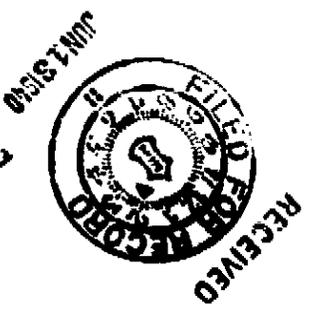
COUNTY OF _____

On this _____ day of _____

A. D. 193__ at _____ o'clock _____ m., this in-
strument was filed for record, and being duly
acknowledged and proven, I have recorded
the same on pages _____ of Book _____
in the public records of said County.
IN WITNESS WHEREOF, I have here-
unto set my hand and affixed the seal of the
Circuit Court of the _____ Judicial
Circuit of said State in and for said County.

Clerk
D. C.

National Title Company
P. O. Box 2941
Fort Lauderdale, Florida



STATE OF FLORIDA
Clerk of Circuit Court
My Commission Expires _____
I hereby certify that the above
is a true and correct copy of the
original as the same is on file
in my office.
E. E. [Signature]
Clerk

OFFICE
BROWARD COUNTY
HOLLYWOOD, FLORIDA

206790

BROWARD COUNTY
HOLLYWOOD, FLORIDA

REV 360 MAY 46

J. E. RILEY
RECORDS AND DEEDS SECTION
PHONE 300
HOLLYWOOD, FLORIDARELEASE OF REVERTER

THIS RELEASE entered into this Sixth day of June, A. D. 1940, by and between ATLANTIC SHORES HOLDING ^{PARTY} CO., a Florida Corporation; party of the first part; and the STILES PRINTING CO., ^{PARTY} INC., a Florida Corporation, party of the second part; witnesseth:

That Whereas, party of the first part was the former owner of lands in Broward County, Florida, described as follows:

Lot 1 of Block 3 of ATLANTIC SHORES, NORTH BEACH SECTION, a subdivision of Sections 23 and 24, Township 51 South, Range 42 East; Broward County Florida; according to the plat thereof, recorded in Plat Book 9, at page 36, of the Public Records of Broward County, Florida; and

Whereas, party of the first part did execute a warranty deed to J. Edward Thomas, conveying Lot 1 of Block 3, Atlantic Shores North Beach Section, mentioned above, said deed dated May 23, 1930, recorded in Deed Book 217, page 121, of the Public Records of Broward County, Florida; and which said warranty deed contained certain conditions, restrictions and limitations coupled with a reverter, and

Whereas, said party of the second part is now the owner of the above described property and has requested the party of the first part to release and cancel said reverter clause in said agreements;

Now, Therefore, party of the first deeming it expedient and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and

HOLLYWOOD BEACH

RECORDS FOR THE YEAR 1920

J. E. RILEY
REGISTERED REAL ESTATE BROKER
PHONE 200
HOLLYWOOD, FLORIDA

DEED 360 PAGE 47

valuable considerations, does hereby cancel and make void said reverter clause, and releases any and all reversion or right of reversion by reason of said clause aforesaid; provided, however, that nothing herein contained shall be construed to prevent the party of the first part, its successors and assigns, from relief by remedy by injunction, or by action for damages by reason of a violation of said conditions and restrictions and limitations.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed in its name and its corporate seal to be affixed by its officers thereunto duly authorized.

ATLANTIC TRUSTS HOLDING COMPANY
(A Florida Corporation)

By:



Attest:

Wells D. Anderson Secretary



Signed, sealed and delivered in our presence:

W. D. Anderson
Clyde Christian

(8)

DEED 360 AND 48

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

I HEREBY CERTIFY, That on this 6th day of June, A. D. 1940,
before me personally appeared T. C. Ansberry and Helle K. Ansberry,
President and Secretary, respectively, of ATLANTIC SHOPS HOLDING COMPANY,
a Corporation under the laws of the State of Florida, to me known
to be the persons who signed the foregoing instrument as such officers
and severally acknowledged the execution thereof to be their free act
and deed as such officers for the uses and purposes therein contained
and that they affixed thereto the official seal of said corporation,
and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Hollywood, Broward
County, Florida, the day and year last aforesaid.

Ray F. Hall
Notary Public, State of Florida.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 21, 1941

STATE OF FLORIDA)
COUNTY OF BROWARD)
This instrument filed for record 13 on
of June 1940 and recorded in Book 20
of 13 on page 46 RECORD NUMBER
L. R. BERRY, Clerk of the Circuit Court
at Hollywood Fla.

(5)

304 320

180809

This Instrument, Made this 21st day of June, A. D. 1937,
 BETWEEN MAY LAND COMPANY, a Florida Corporation, a corporation
 existing under the laws of the State of Florida, having its principal place of
 business in the County of Broward and State of Florida,
 party of the first part, and THE STILES PRINTING Co. Inc., a Florida Corporation,
 whose permanent address is Hollywood,
 of the County of Broward and State of Florida,
 party of the second part, Witnesseth, That the said party of the first part, for and in consider-
 ation of the sum of TEN (\$10.00) Dollars,
 to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened,
 remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, re-
 mise, release, convey and confirm unto the said party of the second part, and its successors
 heirs and assigns forever, all that certain parcel of land lying and being in the County of
Broward and State of Florida, more particularly
 described as follows:

Lot one (1) in Block three (3) of
 North Beach Section of ATLANTIC TOWNS, a subdivision
 of sections twenty three (23) and twenty four (24),
 township fifty one (51) south, range forty two (42) east,
 according to the plat thereof recorded in Plat Book 9,
 at page 36 of the Public Records of Broward County, Florida.

The proper corporate name of the grantor is MAY LAND COMPANY

Together with all the tenements, hereditaments and appurtenances, with every privilege, right,
 title, interest and estate, reversion, remainder and easement therein belonging or in anywise apper-
 taining: **To Have and to Hold** the same in fee simple forever.

And the said party of the first part doth covenant with the said party of the second part
 that it is lawfully seized of the said premises; that they are free of all incumbrances, and that it
 has good right and lawful authority to sell the same; and the said party of the first part does
 hereby fully warrant the title to said land, and will defend the same against the lawful claims
 of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused
 these presents to be signed in its name by its President, and its
 corporate seal to be affixed, attested by its Secretary
 the day and year above written.

(Corporate Seal)
Wm. J. Lamm
 Secretary

MAY LAND COMPANY
Wm. J. Lamm
 By _____
 President

Signed, Sealed and Delivered in Our Presence:
Wm. J. Lamm
Wm. J. Lamm



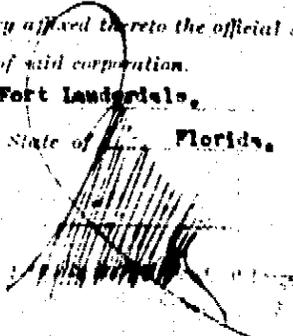
State of FLORIDA
County of BROWARD

DEED 304 42 321

I hereby Certify, That on this 21st day of June, A. D. 19 37,
before me personally appeared J. P. Dickey
and Essie C. Horn, respectively President and Secretary
of THE MAY LAND COMPANY, a corporation under the laws
of the State of Florida,

to me known to be the persons described in and who executed the foregoing conveyance to THE STILES PRINTING Co., Inc., Florida Corporation,
and severally acknowledged the execution thereof to be their free act and deed as such officers, for
the use and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Fort Lauderdale,
in the County of Broward and State of Florida,
this 21st day of June 1937.



(Seal)

RECORDED
INDEXED
JUN 22 1937
BROWARD COUNTY
CLERK

ABSTRACT OF DESCRIPTION

TO

Warranty Deed
FROM CORPORATION

DEEDS FORM # 1 31

1937 JUN 22 1937

RECORDED



RECEIVED

RECORD BOOK NO. 112

This Indenture, Made the Eleventh day of December, 1936
 between **ROBERT J. DAVIS,**
SPECIAL MASTER IN CHANCERY, of the first part, and
THE MAX LAND COMPANY, a Florida Corporation
 of Fort Lauderdale, County of Broward and State of Florida, ----- of the second part:
Witness, the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida, in and for
 the County of Broward ----- in Chancery, on the fifth day
 of November A. D. 1936, among other things ordered, adjudged and decreed, in a
 certain cause then pending in the said Court, between **THE MAX LAND COMPANY, a Florida**
 Corporation

complainant and J. Edward Thomas
 defendant, that the mortgaged premises mentioned in said decree, and hereinafter particularly de-
 scribed, be sold by said Master, at public auction, the said Master first giving four (4) weeks
 notice of the time and place of sale, in a newspaper published at Broward County
 in the said State, to wit, the **FORGING NEWS**

And **Witness, the said Special Master, Robert J. Davis** Special Master in Chancery
 and party of the first part to these presents, in pursuance of the said order and decree of the said Court in
 Chancery, did, on the seventh day of December, 1936, sell at
 public auction the said mortgaged premises, hereinafter particularly described, having first given previous
 notice of the time and place of sale, with a description of the said premises, agreeable to the order afore-
 said; at which sale the said mortgaged premises, hereinafter particularly described, were sold to the said
 part of the second part for the sum of **EIGHT HUNDRED FIFTY FIVE and 40/100**
 dollars, that being the highest sum bidden for the same.

Now, Therefore, This Indenture Witnesseth: That the said Special Master, in order to
 carry into effect the said sale so made as aforesaid in pursuance of the said decree of the said Court of
 Chancery, in consideration of the premises, and of the said sum of **EIGHT HUNDRED FIFTY FIVE**
 and **40/100** dollars, paid at the time of the execution hereof, by the said
 party of the second part to the said Special Master, the receipt whereof he does hereby acknowledge,
 has granted, bargained and sold, aliened, released, conveyed and confirmed, and by these presents does
 grant, bargain and sell, alien, release, convey and confirm unto the said part of the second part, and
 to its successors and assigns and assigns forever, the certain parcel of land in the County of

Broward, State of Florida, described as follows:
 Lot one (1) in Block three (3) and lot four (4)
 of Block four (4) of North Beach Section of Atlantic
 Shores, a subdivision of sections twenty three (23)
 and twenty four (24), township fifty one (51) south,
 range forty two (42) east, according to the plat thereof
 recorded in Plat Book 9 at page 36 of the Public Records
 of Broward County, Florida.

together with all and singular the rights, members, privileges, possessions and appurtenances to the same belonging or in anywise appertaining.

Of Here and to Hold all and singular the said premises above mentioned and described, and hereby granted and conveyed, or intended so to be, with the appurtenances, unto the said party of the second part, ITS SUCCESSORS and assigns, to the only proper use, benefit and behoof of the said party of the second part, ITS SUCCESSORS and assigns forever.

In Witness Whereof, the said Special Master in Chancery, as aforesaid, has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Handwritten signature]

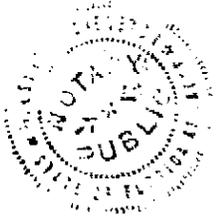
Robert J. Davis (Seal)
As Special Master in Chancery, as aforesaid.

State of Florida,
BROWARD County.

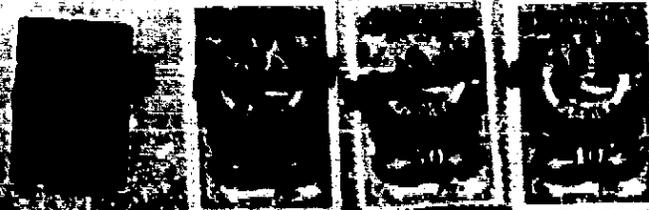
I, an officer duly authorized to take acknowledgments, do hereby certify that Robert J. Davis, Special Master, is well known to me, and known to me to be the individual described in and who executed the foregoing deed of conveyance, and that he acknowledged before me that he executed the foregoing deed, as Special Master in Chancery, as aforesaid, for the purposes therein expressed.

In Witness whereof and official seal, the _____ day of _____ A. D. 1936, at the City and County of _____

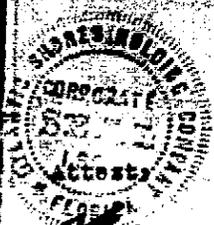
M. Walter Achenbach



STATE OF FLORIDA }
COUNTY OF BROWARD }
This instrument is to be recorded 1x
at April 27 and recorded in book 290
at page 47 RECORD VERIFIED.
E. R. BENNETT, Clerk of the Circuit Court
[Signature] D. C.



officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.



ATLANTIC SHORES HOLDING COMPANY

By

W. A. ...
President.

Edward Thomas
Secretary.

Signed, sealed and delivered in the presence of us:-

Rosalind ...
O. G. ...

State of Florida :
County of Bada : ss

I HEREBY CERTIFY, That on this 23rd day of May, A. D. 1930, before me personally appeared T. P. ... and E. Edward Thomas, President and Secretary, respectively, of ATLANTIC SHORES HOLDING COMPANY, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

In witness whereof I have hereunto set my hand and official seal at Miami, in the County of Bada and State of Florida, the day and year last aforesaid.

Rosalind ...
Notary Public State of Florida
at Large.

My commission expires: 2-18-1933



STATE OF FLORIDA,
COUNTY OF BROWARD,

This instrument filed for record 11 day of July
19 30 and recorded in book 217 of ... page ...

FRANK A. BRYAN,
Clerk of Circuit Court

...
County Clerk

217-119

THIS INDENTURE, Made this 31st day of January, A. D. 1930

Between JOSEPH S. EISENBERG, and SYLVIA EISENBERG, his wife, of No. 1730 Harrison Avenue, Borough of Bronx, City of New York,

County of New York and State of New York, part of the first part, and SYLVIA EISENBERG, his wife, of No. 807 East Fourth Street, Miami, Fla., of the County of Dade and State of Florida, part of the second part.

WITNESSETH That the said part of the first part, for and in consideration of the sum of FIVE Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby remise, release and quitclaim unto the said part of the second part and his heirs and assigns, forever, all the right, title, interest, claim and demand which the said part of the first part in

in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Miami, State of Florida, to-wit:

Lot 1, Block 3, Subdivision 4, Block 4 of Atlantic Beach, Florida Beach, a part of the ... according to a map or plan ... 9 ... 36 ...

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereto in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said part of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, The said part of the first part have hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Joseph S. Eisenberg (Seal) and Sylvia Eisenberg (Seal)

1898

